

# US Terms of Membership

TERMS OF MEMBERSHIP FOR THE SCORES MATTER MEMBERSHIP PROGRAM ("AGREEMENT")

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER PLEASE READ THIS CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS.**

This page sets out the terms and conditions under which we supply services to members. Any enrollment to the program is on the following terms and conditions which govern your use of the website, the program and your relationship with us. Please read these terms and conditions carefully as they affect your rights and liabilities under the law. If you do not agree with these terms and conditions, please do not continue to register for the program or use the website.

**WHEN WE SAY "WE", "OUR" OR "US" IN THESE TERMS AND CONDITIONS, WE MEAN THE PROVIDER OF THE MEMBERSHIP PROGRAM AS DETAILED BELOW.**

## 1. WHO YOU ARE AND GENERAL NOTICES TO YOU

1.1 You are a potential/actual member of the membership Program (called the "**Program**") as described in this document. Before you can access the Program you must first enroll in the Program (called "**Membership**"). This involves providing accurate and complete information including your name, email address and postal address, and the payment information for membership fees should you continue your Membership beyond the initial period. Once you click on the "SUBMIT" (or similar) button, or you provide your verbal consent you will become enrolled as a member of the Program (called a "**Member**"). Your membership of the Program will start instantly upon registration.

1.2 Importantly, a Member must be an individual who is:

1.2.1 an adult (i.e. aged 18 and over); or

1.2.2 if under the age of 18, be enrolled with an adult's express approval or on behalf of that adult at his/her express instruction.

1.3 A person who does not qualify as described in paragraph 1.2 is prohibited from becoming or being a Member. Any person who becomes a Member (or purports to do so), makes a statement, upon which we are entitled to rely, that that person is aged 18 years or older or has the express permission to be a Member of the Program.

1.4 A person may become a Member if they have an address based in USA, as this is the area that we service.

1.5 All general notices from us to Members will be displayed on the Program website (<https://www.scoresmatter.com/>) ("**Program Website**") from time to time or sent by email or letter.

1.6 For information on our privacy practices please see our Privacy Policy. We take privacy very seriously and aim to comply with all relevant provisions of data protection legislation. All personal information provided through this website or by email, such as Membership enrollment information or information necessary to complete the purchase of a product/benefit, will be handled in accordance with the Privacy Policy.

## 2. MEMBER BENEFITS

2.1 As a member you are entitled to access the following services (collectively the 'Reporting Services'):

### a) Social Reporting Service

The Social Reporting Service is comprised of the following:

- i) access to real time searches and results on your social media activity;
- ii) explanations and education (together “tips”); and
- iii) monthly alerts

#### **b) Financial Health Index (FHI) Tool**

The FHI Tool is comprised of the following:

- i) bank transactions analysis;
- ii) your FHI score; and
- iii) actionable points to help you improve your score.

#### **c) Dark Web Scan**

The Dark Web Scan provides you:

- i) real time alerts on the risks to your personal and financial data that you have supplied to be monitored;
- ii) monthly alerts; and
- iii) data security tips.

2.2 A Member is entitled to access the Reporting Services supplied by ScoresMatter subject to the following:

2.2.1 we are able to properly validate the identity and address details of the Member, and such validation is in our absolute discretion; and

2.2.2 we accept the Member as a person eligible to receive the Reporting Service, which is in our absolute sole discretion.

2.3 A Member may be required to download additional tools or provide additional information in order to access the full benefits of some of the Reporting Services.

#### **Other Benefits**

2.4 A Member may be entitled to access discounts and/or other benefits (“Benefits”) on certain products and services offered by vendors/providers participating in the Program. Benefits will be set out on the Program Website, although some Benefits may not be available in all areas. Please see below for limitations.

2.4.1 Any products or services purchased (taking into account Benefits or otherwise) must be purchased directly from the product or service vendors/providers. We do not supply, offer or charge for products or services (other than Membership which is a service which provides access to information, discounts, offers and promotions on those third party products and services.)

### **3.PROMOTIONAL PERIOD**

3.1 We may offer some of our new Members a Promotional Period, which may be a reduction on the full Membership Fee for a limited period, a limited free trial period or free access for a fixed price. You will be advised of the details of the Promotional Period at the time you sign up. Within this Promotional Period, you will have access to all the benefits of the services that we offer.

3.2 You will be required to provide your card details at the time of sign up, even when a Promotional Period is presented to you so that you can enjoy uninterrupted access to our services after the Promotional Period expires.

### **4. ACCEPTANCE AND TERM OF MEMBERSHIP**

4.1 You (or a Member) indicate acceptance of this Agreement and agree to pay any relevant charges by clicking the "Submit" (or similar) button on the Program enrollment page, or providing your verbal consent. Once this button is clicked (or verbal consent

is given) there is a legally binding contract between the Member and us which consists of this Agreement, the Terms of Use and the Privacy Policy.

4.2. You agree that all the information that you will provide is true and accurate and relates to you or you are authorized by the person whose information you have provided to be monitored under any of the Reporting Services.

4.3 Membership starts from the time you are provided with access to the Program (i.e. immediately after completion of enrollment) and lasts until your Membership terminates as detailed in paragraph 7 below.

## **5. MEMBERSHIP RULES**

5.1 Membership is personal to the person accepting these terms.

5.2 Membership is non-transferable.

5.3 Membership cannot be used by persons other than the Member.

5.4 You shall ensure that no other persons have access to your Member details.

5.5 Other persons in the same household shall not access the Program, the Benefits or the Reporting Service using the identity of the Member and the Member shall be responsible to ensure this is upheld.

5.6 Benefits, access to, and information from the Reporting Service are not for resale.

5.7 A Member must promptly notify us on becoming aware of any unauthorized use of their Membership.

## **6. MEMBERSHIP RENEWAL**

6.1 Unless a Member notifies us that he/she wishes to terminate this Agreement (i.e. cancel his/her Membership) by following the instructions in paragraph 7, that Member's Membership will be renewed automatically each month ("**Renewal**") and that Member will be charged the Membership Fee, which will appear on that Member's monthly billing statement.

## **7. TERMINATION OF MEMBERSHIP AND RIGHTS TO CANCEL**

7.1 A Member may terminate this Agreement (i.e. cancel Membership) at any time by:

7.1.1. Calling us on 1 800 551 2865; or

7.1.2 By notifying us in writing at: Member Services, Scores Matter, 10945 State Bridge Road, Suite 401-335, Alpharetta, Georgia 30023-5676; or

7.1.3 Using the "Contact Us" page to cancel the Membership.

7.2 We reserve the right to terminate this Agreement (i.e. cancel Membership) at any time and for any reason. If we do this, we will re-credit to the relevant Member's account any sum deducted by us from the Member's credit card/debit card in respect of any period of Membership for which the Member has paid but which the Member will not benefit from because we have terminated this Agreement (pro rata if necessary in respect of time and payment). We will do this as soon as possible but in any event within 30 days of termination. We will not be obliged to offer any additional compensation for disappointment suffered or otherwise.

7.3 Termination of this Agreement (and cancellation of Membership) will be effective immediately if the cancellation is conducted through the Customer Service function and within two working days of the receipt by us of the Member's cancellation through other means (i.e. post or email) or our notice to the Member.

7.4 On termination: the Member will not owe any further Membership Fees except those Membership Fees that are already due (and the Member will not be entitled to a refund of any past Membership Fees charged to the Member's account); and entitlement to access, make use of or benefit from Membership (including the Reporting Service) shall cease.

## **8. MEMBERSHIP FEES**

8.1 When signing up to be a Member, you provide us with the authority so that we can collect payments automatically from your bank account using the credit or debit card you nominate for this purpose.

8.2 Where a Member is entitled to a Trial Period of Membership, details of this will be shown on the Program Website or when the details of the Program are presented to the Member, the Member can cancel Membership at any time (in accordance with paragraph 7) during the Trial Period and will owe us nothing.

8.3 After the Trial Period, the monthly Membership Fee is payable in advance and will be automatically charged at the end of the Trial Period or on Renewal to the card details that you provide for this purpose.

8.4 We may increase the Membership Fee on 30 days' notice on the Program Website and by notice by email or letter to the Member. If the Member does not agree with any such change, the Member may terminate this Agreement under paragraph 7.1 before any such change takes effect.

## **9. WARRANTIES, BENEFITS & DISCLAIMERS**

9.1 We will at all times carry out our obligations under this Agreement with reasonable care and skill.

9.2 The Benefits and the Reporting Service have been designed for Members in the USA.

9.3 We are always seeking way in which to improve the Program and the Reporting Service and to provide new benefits for Members from different providers. Accordingly, the Benefits and the particular services offered within the Reporting Service may change and we do not and cannot represent or warrant that any particular Benefits or elements of the Reporting Service will be available at any particular time. We reserve the right to eliminate, add, change and substitute Benefits and/or elements of the Reporting Service from time to time without notice to any or all Members.

9.4 A Member agrees that we are not responsible or liable for any Benefits provided by providers and, if a Member has any claims relating:

9.4.1 to Benefits, the Member will make a claim against the relevant provider providing (or purporting to provide) the relevant Benefit; and

9.4.2 Please note that any special offer offered by a vendor/provider through whom you may have enrolled as a Member is the responsibility of that vendor/provider; not us.

9.5 OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE AND GIVE NO CONDITIONS, WARRANTIES OR OTHER TERMS, EXPRESS OR IMPLIED (INCLUDING THE CONDITIONS OR WARRANTIES AS TO SATISFACTORY QUALITY OR FITNESS FOR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO ANY BENEFITS, TO THE REPORTING SERVICE OR IN RESPECT OF ANY INFORMATION PROVIDED TO A MEMBER. THE SERVICE AND ACCESS TO THE WEBSITE ARE PROVIDED 'AS IS' AND WE DO NOT WARRANT THAT THE SERVICES WILL UNINTERRUPTED, SECURE OR ERROR FREE. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS OR SUITABILITY FOR ANY PURPOSE OF THE INFORMATION AND RELATED GRAPHICS PUBLISHED ON THE PROGRAM WEBSITE OR IN OTHER PROGRAM HARD COPY MATERIALS. FROM TIME TO TIME THE PROGRAM WEBSITE OR OTHER HARD COPY PROGRAM MATERIALS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. OUR LIABILITY HOWSOEVER ARISING FOR ANY SUCH INACCURACIES OR ERRORS IS EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

## **10. LIABILITY**

10.1 This paragraph 10 prevails over all other paragraphs and sets out our entire Liability (as defined below), and your sole and exclusive remedies in respect of: a) the performance, non-performance, purported performance or delay in performance of the contract between us and the Member; or b) otherwise in relation to the contract between us and the Member or the entering into

or performance of the contract between us and the Member; or c) a Member's use of or participation in the Program or any Benefits or the Reporting Service.

10.2 We do not exclude or limit our Liability for things we are not allowed to.

10.3 Subject to 10.2, neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories: (a) loss of income or revenue; (b) loss of actual or anticipated profit; (c) loss of business; (d) loss of anticipated savings; or (e) loss of data.

10.4 Save as provided in paragraph 10.2, our total Liability to you or any third party shall in no circumstances exceed, in aggregate the total Membership Fees paid by the Member to us.

10.5 The limitation of Liability under paragraph 10.4 has effect in relation both to any Liability expressly provided in this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any provision of this Agreement.

## **11. AGREEMENT TO RESOLVE DISPUTES BY BINDING INDIVIDUAL ARBITRATION**

11.1 THIS SECTION IS THE AGREEMENT BETWEEN US AND YOU TO ARBITRATE DISPUTE'S (ARBITRATION AGREEMENT). PLEASE READ THIS SECTION CAREFULLY AS THIS AFFECTS THE RIGHTS THAT YOU HAVE. ANY DISPUTE THAT ARISES AS A RESULT OF YOUR AGREEMENT WITH US, THE PRODUCTS OR SERVICES THAT WE PROVIDE YOU OR THE MEMBERSHIP WILL BE DEALT BY ARBITRATION. YOU UNDERSTAND AND AGREE THAT EITHER OF US WOULD HAVE HAD A RIGHT TO LITIGATE A DISPUTE THROUGH THE COURTS AND HAVE A JUDGE OR JURY DECIDE THE DISPUTE, BUT BY ENTERING INTO THIS AGREEMENT YOU AND WE ARE AGREEING TO CHOOSE TO HAVE ANY DISPUTE DECIDED THROUGH BINDING INDIVIDUAL ARBITRATION. RIGHTS THAT YOU WOULD HAVE HAD, HAD YOU GONE TO COURT MAY NOT BE AVAILABLE OR BE LIMITED IN ARBITRATION, INCLUDING ANY RIGHT TO APPEAL.

### **11.2 Right to Reject Arbitration**

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. You must notify us in writing within sixty (60) days after the date you enter into the agreement for our services. Any notice to reject this Arbitration must be sent to: ScoresMatter, Inc 10945 State Bridge Road, Suite 401-335, Alpharetta, Georgia 30023-5676. The request should include your email address, full name and address (including area code) and contain a clear statement of your intention to reject this Arbitration Agreement such as 'I reject the Arbitration clause in the Scores Matter Membership Agreement'.

11.3 In consideration for us providing you with the services through our site, you agree:

11.3.1 That any dispute, claim or controversy ('Claim') arising out of or in connection with our agreement with you, the use of the services or the website, whether in tort, contract, federal or state law or otherwise against ScoresMatter, Inc, its employees, officers, agents, contractors, parent or associated companies shall be resolved exclusively by binding arbitration, except for the validity and enforceability of this Arbitration Agreement itself.

11.3.2 YOU UNDERSTAND AND AGREE THAT NO CLAIM BY YOU MAY BE JOINED WITH OR CONSOLIDATED WITH ANY OTHER PERSON IN ARBITRATION AND RESOLVED IN A CLASS ACTION BASIS OR OTHER PROCEEDINGS AND YOU HEREBY WAIVE ANY RIGHTS TO COMMENCE OR TAKE PART IN ANY SUCH JOINT OR CLASS ACTIONS.

11.3.3 The Arbitration will be conducted by the American Arbitration Association ('AAA') by a single Arbitrator, and in accordance to the AAA's procedures for dealing with consumer disputes.

11.3.4 Before any request for Arbitration is made, you must first attempt to resolve any dispute by contacting us, either by phone or letter and we will aim to resolve any dispute within 60 days form the receipt, we may at any time agree to extend this resolution period (with your consent). In the event that the disputes in not resolved within the 60 (or any agreed extended

period) any party may contact the AAA to request arbitration of the dispute. Any request made to the AA must be done in writing. For more information on how to contact the AAA and what they do please visit their website on: [www.adr.org](http://www.adr.org).

#### **11.4 Cost of Arbitration**

11.4.1 The cost of Arbitration shall be divided as follows:

- Where you initiate the Arbitration then you will have to pay one half of the arbitration filing fees or \$125, whichever is lower
- Where we initiate Arbitration then we will pay the full fees
- In any event you will not have to pay any more than one half of the fees of Arbitration or the \$125 or the amount it would have cost you to take the Claim to court.

11.4.2 If you believe that the Arbitration fees are too burdensome then you may make a request under the relevant rules to the AAA, if such request fails you may write to us and we will consider this.

11.5 Arbitration will be conducted with written statements submitted by each party to the Arbitrator. Either you or we may request that the Arbitration is conducted by AAA by telephone, online or in person (additional fees are payable for these methods). Arbitration will take place in the Federal jurisdiction of the address that we have on file for you.

11.6 The Arbitrator will follow all applicable laws and judicial precedents applicable when deciding the Claim and can make an award that includes reasonable fees including attorney fees. You agree and understand that this Arbitration Agreement between you and us relates to an interstate commerce transaction accordingly this Arbitration Agreement and any proceedings under it shall be governed by and enforceable under the Federal Arbitration Act.

11.7 Any award made by the Arbitrator shall become binding upon a party 30 days from the date that it is made, unless a party appeals against the Arbitrator's decision. An appeal will be conducted the same way as the initial arbitration, but will be heard by a panel of three Arbitrators and will be decided on a vote of majority.

11.8 Either party may seek to enforce a judgement made by the Arbitrator against the other party in a court which has jurisdiction.

11.9 In the event that this Arbitration Agreement or any part of the Arbitration Agreement, including the class action and collective action waivers are considered to be unenforceable it shall be severed from the rest of the agreement, which shall continue in full force and effect. In such circumstances the parties may elect to proceed exclusively by court to decide any Claim.

#### **12. TRADE MARKS, BRANDS ETC.**

12.1 We are the operator of the Program and responsible for the production of the Program Website. All trademarks, product or service names and company names or logos on the Program Website and on hard copy Program materials are the property of their respective owners. We do not give permission in respect of the use of any such trademarks, brand names, product or service names or titles or copyrights and any such use may constitute an infringement of the owners' rights.

#### **13. EVENTS BEYOND OUR CONTROL**

13.1 We shall have no liability to any Member for any failure of performance or any delay in performance that is caused by any event or circumstance beyond our control.

## **14. INVALID PROVISIONS**

If any provision of this Agreement is unenforceable (including any provision in which we exclude or limit our liability) the enforceability of any other part will not be affected.

## **15. ENTIRE AGREEMENT**

This Agreement, together with our Privacy Policy, Acceptable Use Policy and Terms of Use, set out the whole of our agreement relating to the Program and Membership. Nothing said by any sales person on our behalf should be understood as a variation of this Agreement or as an authorized representative about the nature or quality of the Program or Membership.

## **16. NO WAIVER**

Any failure by us to enforce or to exercise at any time or for any period of time any term of, or any right under, this Agreement does not constitute, and shall not be construed as, a waiver of that term or right and shall in no way affect our right later to enforce or to exercise it.

## **17. WHO WE ARE AND HOW YOU CAN CONTACT US**

17.1 We are ScoresMatter, Inc a company registered in the State of Georgia. Our offices are at: 10945 State Bridge Road, Suite 401-335, Alpharetta, Georgia 30023-5676. Except for notice of cancellation which must be by telephone or post, all notices from you to us must be by email response as set out in this Agreement or by post to the address above.

## **18. GOVERNING LAW**

18.1 This Agreement shall be deemed to be performed within the State of Georgia, USA and therefore shall be governed by and interpreted in accordance with the State Georgia laws and applicable Federal law. The use of the Program Website is also governed by the laws of the State of Georgia, USA. The Agreement (and any dispute, controversy, proceedings or claims of whatever nature in relation to it) shall be governed and interpreted in accordance with laws of the State of Georgia USA, and if any claim is submitted to a court the parties shall submit to the exclusive jurisdiction of the court in Georgia.

**Last Reviewed and updated- August 2020**