

GUARD WELL TERMS AND CONDITIONS FOR PURCHASE OF CREDIT REPORTS

1. Introduction and Acceptance. These terms and conditions (these “**Terms**”) are entered into by and between you (“**you**”) and Guard Well, LLC (“**Guard Well,**” “**us,**” “**we,**” or “**our**”). These Terms apply to the purchase and sale of Credit Reports offered through [www.guardwellcredit.com] (the “**Site**”).

YOU MUST ACCEPT THESE TERMS BEFORE YOU WILL BE PERMITTED TO PURCHASE CREDIT REPORTS THROUGH THIS SITE. BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

2. Our Product. You may purchase copies of your consumer credit report through the Site (“**Credit Reports**”), which we obtain from the three national credit reporting agencies, Experian, TransUnion, and Equifax (collectively the “**Credit Reporting Agencies**”) through this Site.

3. Purchase and Access. You represent and warrant that you are purchasing a Credit Report through this Site only on behalf of yourself, or if you are obtaining the Credit Report of a third party, you represent and warrant that you are authorized and have the requisite permission to request and view such third party’s Credit Report. You must provide true, accurate, current, and complete information about yourself as prompted by the applicable form(s) for ordering a Credit Report. We have the right to refuse to accept any order or cancel any order in our sole discretion. If you provide any information that is untrue, inaccurate, or incomplete, or we have reason to believe that such information is untrue, inaccurate, or incomplete, we reserve the right to void your transaction.

You may only obtain a Credit Report once every 24 hours. Once you purchase a Credit Report through the Site, the purchased Credit Report will be available to you through the Site when you click to open it. Each purchased Credit Report will not be available to you to view after you close or exit out of the Credit Report. If you want to be able to view a Credit Report you purchased again, you must print the Credit Report. There is no functionality to save the Credit Report. **You understand and acknowledge that it is your responsibility to print the Credit Report before exiting out of the window displaying the Credit Report in order to be able to view the Credit Report you purchased at a later date.** If you exit out of the window displaying your Credit Report before you print the Credit Report you will not be entitled to a refund, and you must purchase a new copy of the Credit Report. See [Section 6, Refunds](#), below for further information on our refund policy.

4. Written Instructions Under the Fair Credit Reporting Act. You understand and agree that by submitting your order for a Credit Report, you are providing “written instructions” in accordance with the Fair Credit Reporting Act authorizing Guard Well to obtain your credit report from the Credit Reporting Agencies. You understand and agree that, pursuant to such authorization, Guard Well may access your personal credit profile and exchange certain information about you with third parties in order to verify your identity and provide a Credit Report to you.

5. Prices and Payment Terms.

(a) The price charged for a Credit Report will be the price in effect at the time the order is placed as set out on our Site (“**Purchase Price**”). Posted prices do not include taxes. All such taxes and charges will be added to your order total. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept credit cards as the sole form of payment. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

6. No Refunds. All sales are final. Refunds will not be issued once we have delivered A Credit Report to you. Refunds will not be issued in the event a Credit Report is not available for you.

7. Not a Professional Advisor. Guard Well is not a credit repair organization, credit counselor, debt relief company, or financial or legal advisor as defined under federal or state law. Use of our Site and purchase of a Credit Report through our Site is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating.

8. Indemnification. You agree to defend, indemnify, and hold harmless, Guard Well, including its owners, managers, employees, contractors, and agents, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, demands, or fees (including reasonable attorneys’ fees), arising out of or relating to: (a) your violation of these Terms; and (b) your use of the Credit Reports, other than as expressly authorized in these Terms, including the use by any other person accessing a Credit Report purchased by you; or (c) your violation of any applicable law.

9. Disclaimer of Warranties. You acknowledge that Guard Well is solely an intermediary between you and the Credit Reporting Agencies. We do not create or control the Credit Reports purchased through our Site. The Credit Reports purchased through our Site are obtained from the Credit Reporting Agencies. Accordingly, we do not provide any warranties with respect to the Credit Reports purchased through our Site.

YOUR PURCHASE, ACCESS, AND USE OF A CREDIT REPORT OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. ALL CREDIT REPORTS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER GUARD WELL NOR ANY PERSON ASSOCIATED WITH GUARD WELL

MAKES ANY GUARANTY, WARRANTY, OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, VALIDITY, RELIABILITY, QUALITY, ACCURACY, AVAILABILITY OR TIMELINESS OF A CREDIT REPORT OBTAINED THROUGH THE SITE OR THAT A CREDIT REPORT OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, GUARD WELL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limitation of Liability. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE CREDIT REPORT YOU HAVE ORDERED THROUGH OUR SITE.

11. Compliance with Law. You represent and warrant that your purchase of a Credit Report and use of the Site is in compliance with all applicable laws. You are not permitted to purchase a Credit Report through our Site or to obtain any other consumer information under false pretenses or in violation of the Fair Credit Reporting Act or applicable state or federal law.

12. Privacy. Our *Privacy Policy*,¹ governs the processing of all personal data collected from you in connection with your purchase of Credit Reports through the Site.

13. Governing Law and Jurisdiction. This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

¹ NTD: Hyperlink to website privacy policy.

14. Dispute Resolution and Binding Arbitration. At Guard Well's sole discretion, it may require you to submit any disputes arising from these Terms to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

15. Assignment. You may not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 15 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

16. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Guard Well.

17. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

18. Notices.

(a) To You. We may provide any notice to you under these Terms by sending a message to the email address you provide. Notices sent by email will be effective when we send the email. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us at: [EMAIL ADDRESS].

19. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

20. Entire Agreement. These Terms, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.