

ONE TERMS AND CONDITIONS FOR CONSUMER REPORTS

Last updated and effective as of July 19, 2021

Use of these services is subject to the following One Terms and Conditions for Consumer Reports, as amended from time to time. As used herein, the terms "One," "us," "we," or "our" mean One Finance, Inc., or any affiliate, agent, service provider, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of these services; "you" or "your" means the individual that is the user of the service. When you use, access, or permit any other person(s) or entity to use or access these services, you agree to these One Terms and Conditions for Consumer Reports. We may amend or change these One Terms and Conditions for Consumer Reports from time to time, in our sole discretion, by sending you written notice by email or postal mail, or by posting the updated terms on the One website. Please access and review these One Terms and Conditions for Consumer Reports regularly. If you find the One Terms and Conditions for Consumer Reports unacceptable to you at any time, please discontinue your use of these services (see cancellation section below). Your use of these services after we have made such changes available will be considered your agreement to the change.

1. FCRA Disclosures

The Fair Credit Reporting Act ("FCRA") allows you to obtain from each national credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through the One website or services are not intended to constitute the disclosure of information by a credit reporting agency as required by the FCRA or similar laws.

Under the FCRA you are entitled to receive an annual free disclosure of your credit report from each of the national credit reporting agencies (i.e. Experian, Equifax and TransUnion).

To obtain the free reports, you can:

- Call 1-877-322-8228;
- Order online at annualcreditreport.com; or
- Complete the Annual Credit Report Request Form, available at ftc.gov/credit, and mail it to: Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281.

You are also entitled to receive a free copy of your credit report from a credit reporting agency if:

- You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency.
- You have been denied house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a credit report provided by such agency.
- You certify in writing that you are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which you made such certification.
- You certify in writing that you are a recipient of public welfare assistance.
- You certify in writing that you have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information to dispute inaccurate or incomplete information in your credit file maintained by the credit reporting agencies.

Any Credit Report you request is not intended to constitute the disclosure of information required by the FCRA or similar state laws.

In addition, if you reside in the state of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, you are entitled to receive a free copy of your credit report once a year and if you reside in the state of Georgia, you are entitled to receive a free copy of your credit report twice a year. If you are a resident of Mississippi, then beginning in 2016, you are entitled to free credit reports for three (3) years. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.

2. Information Authorization

By registering for or otherwise using the Services, you specifically consent to, agree with, and are providing specific "written instructions" in accordance with the FCRA and other applicable law, that we, and our respective employees, agents, subsidiaries, affiliates, contractors, and data and service providers, reserve the right to provide your personally identifiable information to, and request, receive and review your consumer credit reports and credit rating, and other information and data about you from and/or through, an authorized bureau (i.e. Equifax, Experian, TransUnion) and affiliated entities. You understand that you are authorizing us and our affiliated companies to obtain such information at any time and use as described in the One Terms and Conditions for Credit Reports for as long as services are provided to you. You further understand and agree that we and our data service providers reserve the right to use, store, retain and disclose personal information about you as permitted by law, for our everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Services, to perform fraud screening, to verify your identity, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce these Terms of Use, to protect our rights and property, and to customize, measure, and improve the Services.

3. Limitation of Liability

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, ONE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF these services, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND THE CONTROL OF ONE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF these services IS AT YOUR SOLE RISK AND THAT these services AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

4. No Warranties

YOU ACKNOWLEDGE THAT ONE MAKES NO WARRANTY THAT THESE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, ONE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THESE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

5. Termination

We may terminate, suspend or limit your access privileges to these services, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these One Terms and Conditions for Consumer Reports for all purposes. We may determine other eligibility criteria in our sole discretion. Disputes In the event of a dispute arising under or relating in any way to these One Terms and Conditions for Consumer Reports or to these services, you and we agree to resolve this dispute by looking to these One Terms and Conditions for Consumer Reports.

6. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using these services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of these services or the use of these services by anyone using your account number, PIN, user ID or password or your violation of these One Terms and Conditions for Consumer Reports or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these One Terms and Conditions for Consumer Reports.

7. Choice of Law/Successors

These One Terms and Conditions for Consumer Reports and their enforcement shall be governed by the laws of the State of California, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise.

These One Terms and Conditions for Consumer Reports will be governed by the laws of the United States and the State of California without giving effect to any conflict of laws to the contrary.

8. Waiver

The fact that we may decide not to enforce, or may delay enforcing, our rights under this Agreement on one or more occasions does not mean that we waive our right to enforce them on any later occasion.

9. Severability

If any provision of these Terms and Conditions for Consumer Reports is found to be invalid or unenforceable, all remaining provisions will continue in full force and effect.

10. Risk Of Loss

Maintenance may be performed from time-to-time resulting in interrupted service, delays or errors in the service, and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we do not guarantee that such notice will be provided. You agree to notify One right away of any suspected errors, and in no event later than 30 days after the applicable account statement is sent or made available to you. Unless you notify One within 30 days, such statement regarding all mobile deposits made shall be deemed correct, and you are prohibited from bringing a claim against One for such alleged error