

Date of Revision: January 5, 2018

Terms of Service

These Terms of Service ("**TOS**") govern Your access and use of the website located at www.savvymoney.com, including all subdomains thereof (the "**Website**") and any materials, publications and emails provided to You in conjunction with the Website (collectively, the "**Program**"). The Website and Program are provided to You SavvyMoney, Inc. ("**SavvyMoney**", "**we**" or "**us**"). By accessing or using the Website and Program, You ("**You**") agree to be bound by this TOS. "**You**" includes both users who visit the Website but are not registered with SavvyMoney and users who are registered with SavvyMoney to access features of the Website and Program made available only to users who register with us ("**Registered Users**"). If You do not agree to this TOS, You will not have the right to access or use the Website, Program or any portion thereof.

You represent that: (a) if You are entering into this TOS on behalf of another person, You are duly authorized by such person to enter into this TOS which will be binding upon both You individually and such other person (and "**You**" as used in this TOS shall refer to both), (b) You are of the legal age to form a binding contract with us, and (c) You are not a person barred from subscribing to, using or accessing the Website or Program under the laws of the United States or other applicable jurisdiction.

1. Changes to this TOS; Policies

We reserve the right to update or make changes to this TOS from time to time in our sole discretion, and we may notify You of changes by any reasonable means, including without limitation, by posting the revised version of this TOS on the Website, which changes will become effective immediately upon the posting on the Website. You can determine when this TOS was last revised by referring to the "*Date of Revision*" at the top of this TOS. Your continued access or use of the Website and/or Program after any changes to this TOS have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this TOS. You agree that Your use and access certain features of the Website and Program may be subject to any additional posted guidelines, rules, terms and conditions applicable to such features (collectively, "**Policies**"), which are hereby incorporated by reference into this TOS. In the event that any terms or conditions of such Policies contradict or are inconsistent with the terms and conditions of this TOS, such Policies will govern and prevail solely with respect to the specified features, if any, to which they apply.

2. Privacy Policy

Any information that You provide to us in registering with SavvyMoney or that You provide or transmit through the use of the Website and Program are governed by SavvyMoney's [Privacy Policy](#). Please read our [Privacy Policy](#) carefully. This TOS incorporates by reference the terms and conditions of our [Privacy Policy](#). Notwithstanding anything in our [Privacy Policy](#) or this TOS, You understand and agree that the Website and Program use the Internet and third party networks which are not secure, and SavvyMoney cannot guarantee that any transmission made by You in using the Website or Program is or will be secure.

3. Registered Users

In order to establish an account with us and to access certain features of the Website and Program, You are required to register with us. You may directly register with us or You may register with us through Your on-line banking account of Your credit union, bank or other financial institution ("**Financial Institution**"). Upon registering with us, an account will be established for You. If You register with us through Your Financial Institution and become a "**Partner Registered User**", You may be able to access the Website and Your account directly through Your on-line banking account with Your Financial Institution. Additionally, in some instances, while You may not have registered with us through Your on-line banking account of Your Financial Institution, Your Financial Institution may sponsor Your registration with us.

4. Login Credentials

As a Registered User, You agree to provide us with true, accurate and complete information and to maintain and promptly update such information in order to keep it accurate. Without limiting any other provision of this TOS, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your account and refuse any and all current or future uses of the Website, Program or any portion thereof. You agree not to share, resell, assign, transfer or sublicense Your access to the Website, Program or Your account to any third party. You further agree not to create a false or misleading identity on the Website. You agree and understand You are responsible for maintaining the confidentiality of Your password which, together with Your e-mail address ("**Login Credentials**"), allows You to access Your account. As a Partner Registered User, You may be able to access Your account with us directly through Your on-line banking account of Your Financial Institution, without having to insert Your Login Credentials. You agree to immediately notify us at support@savvymoney.com if You become aware of any actual or suspected unauthorized use of Your Login Credentials or any other breach of security related to Your account. We are not liable for any loss or damage arising from Your failure to comply with the foregoing. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES TAKING PLACE THROUGH YOUR ACCOUNT**, whether or not You are the individual who undertakes such activities.

5. About the Program

The Program includes the following features: (i) credit score and report card, (ii) credit report and (iii) credit report monitoring, along with special personalized loan and other financial recommendations. You may be enrolled in one or more features of the Program. Your credit report card has a summary of information from Your credit report obtained from a credit reporting agency and may include helpful information about factors that influence Your credit risk score.

6. Credit Report Card Consent

As part of becoming a Registered User, You authorize us to obtain Your credit report from a credit reporting agency on Your behalf for the purpose of providing You with Your credit report as well as the credit report card feature of the Program, which includes ongoing monitoring of Your credit profile. You agree that such consent constitutes "written instructions" under the Fair Credit Reporting Act and authorizes SavvyMoney to obtain Your credit report or other information from a credit reporting agency for the purpose of providing You with Your credit report (and credit report card feature of the Program). You grant this authorization on an ongoing basis and we may access Your credit report or other information from a credit reporting agency at least once per month. You may revoke Your ongoing authorization at any time by terminating Your SavvyMoney account. We do not obtain the credit report of any user who is less than eighteen (18) years of age.

7. Sale of Products

In using the Website, You may be offered certain products (whether services, financial offers or merchandise) (each, a "**Product**"), which will be subject to the terms and conditions applicable to such Product. We are not responsible for any such Products unless we are the vendor of the Products, in which case the terms and conditions we have posted for such Products shall apply. Products may be offered to You by Your Financial Institution based on information obtained from Your credit report.

8. Terminating this TOS and Your Account with SavvyMoney

This TOS will continue in effect until terminated by either You or SavvyMoney as set out below. You may terminate this TOS and Your account with SavvyMoney at any time by (i) cancelling Your account through the Website, or (ii) notifying SavvyMoney at cancel@savvymoney.com or in writing, to SavvyMoney's address at: 7901 Stoneridge Drive #207, Pleasanton CA 94588. Please allow up to ten (10) business days after receipt of Your notice for us to process Your request to cancel Your account.

SavvyMoney reserves the right to terminate Your account at any time, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Lastly, if You are a Partner Registered User, Your Financial Institution has the right to directly terminate Your account, which may become effective without any prior notice to You.

Upon termination of Your account, (i) You will no longer be deemed a Registered User, (ii) You will not have the right to access the features of the Website and Program that are accessible only to Registered Users, and (iii) You will not have the right to access Your account data or files. Upon any termination of this TOS and/or Your account, Sections 2, 7, 12, 14, 15, 16, 17, 18 and 20 of this TOS will survive.

9. Your Use of the Program

Your right to access and use the Website and the Program is personal to You and is not transferable by You to any other person or entity. You are only entitled to access and use SavvyMoney for lawful purposes. The Website and Program are intended only to assist You in Your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Website and Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. Your access and use of SavvyMoney may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair of SavvyMoney, unavailability of third party services which have been integrated into the SavvyMoney service, or other actions that SavvyMoney, in its sole discretion, may elect to take.

10. Online Alerts

SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made to Your account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since some of them are security-related. Voluntary account alerts may be turned on by default as part of the Program. Such alerts may be customized, deactivated or reactivated by You from time to time. SavvyMoney may add new alerts, from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service. Electronic alerts will be sent to the email address You have provided as Your primary email address under Your account. If Your email address changes, You are responsible for making the change in the Profile section of Your account. Changes to Your email address will apply to all of Your alerts.

11. Data; Rights You Grant to Us

You hereby grant to SavvyMoney a non-exclusive, royalty-free, fully paid-up, right and license to use any and all data, information, comments or other content that You provide to us or otherwise transmit through the use of the Website and Program ("**Data**") for the

purposes of providing You with the Website and Program. You represent and warrant that You are the exclusive owner of the Data or have all rights and licenses necessary to grant the rights to the Data that You have granted to SavvyMoney in this TOS, without the need to obtain any third party consents or permissions. As a Registered User, You expressly authorize SavvyMoney, on Your behalf as Your agent, to access Your credit report from one or more credit reporting agencies and to use and store such information for the purposes of making available to You certain features of the Program. Additionally, You grant SavvyMoney a limited power of attorney, and appoint SavvyMoney as Your attorney-in-fact and agent, to access Your credit report from one or more credit reporting agencies, as You could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF A THIRD PARTY.

12. License; SavvyMoney's Intellectual Property Rights

Subject to Your compliance with this TOS, and solely for so long as You are permitted by SavvyMoney to access and use the Website and Program, SavvyMoney grants to You a limited, revocable, non-exclusive, non-transferable right to access and use the Website and Program for Your individual personal use only. Unless expressly granted to You in this TOS, SavvyMoney and its licensors (which may include Your Financial Institution) reserve and retain all right, title and interest (including all intellectual property rights) in and to: (i) the Website and Services, including all content and other materials appearing therein, (ii) all data related to Your use of the Website and the Program which does not identify You and cannot be used to identify You, and (iii) the technology, systems and software used to provide the Website and Program. The Website and Program (including the underlying technology, systems and software comprising the Website and Program) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. All trademarks and service marks appearing within the Website or Program not owned by SavvyMoney are the property of their respective owners. The trade names, trademarks and service marks owned by SavvyMoney, whether registered or unregistered, may not be used without SavvyMoney's written consent or in any manner that is likely to cause confusion. You may download or print a copy of content or materials provided to You on the Website or as part of the Program for Your personal, internal and non-commercial use only and for no other purpose. SavvyMoney reserves all rights not expressly granted to You in this TOS.

13. Restrictions

In accessing and using the Website and Program, You agree to abide by the following rules, restrictions and limitations:

- You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website or any portion thereof;
- You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to retrieve, index, "scrape," "data mine," or in any way gather content or data from the Website or Program or otherwise circumvent the navigational structure or presentation of the Website or Program;
- You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices;
- You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Website or the Program;
- You will not use the Website or Program in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Website, Program or any networks or security systems of SavvyMoney or its service providers, or otherwise interfere with other users' use of the Website or Program;
- You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Website or Program;
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Website or Program;
- You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Website or Program;
- You will not attempt to impersonate another person; and
- You will comply with all applicable laws in Your access and use of the Website and Program, including the laws of Your country if You live outside of the United States of America.

14. Links to Third Party Sites

The Website and Program may contain hyperlinks or other references to third party websites, including the websites of Financial Institutions ("**Third Party Sites**"). You may be subject to different terms and conditions that apply when You use Third Party Sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any Third Party Site and products or services provided within such Third Party Sites, and that SavvyMoney has no responsibility or liability for Your access and use of Third Party Sites.

15. Disclaimers; Limitation of Liability

THE WEBSITE AND PROGRAM ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND TITLE WITH RESPECT TO THE WEBSITE AND PROGRAM, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SAVVYMONEY DOES NOT WARRANT THAT: (A) THE WEBSITE OR PROGRAM (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE OR UNINTERRUPTED; (B) THE WEBSITE OR PROGRAM WILL MEET YOUR REQUIREMENTS; OR (C) ANY ERRORS OR MALFUNCTIONS IN THE WEBSITE OR PROGRAM WILL BE CORRECTED. SAVVYMONEY SHALL NOT BE LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR PROGRAM, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE WEBSITE OR PROGRAM, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE WEBSITE OR PROGRAM BY ANY THIRD PARTY. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT MADE AVAILABLE ON THE WEBSITE OR THE PROGRAM.

NEITHER SAVVYMONEY NOR THE PROGRAM IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR A CREDIT COUNSELOR. The Program is intended only to assist You in Your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of all of Your individual circumstances. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio. SavvyMoney does not provide accounting, tax, legal, real-estate, mortgage, and financial planning or investment advice.

SAVVYMONEY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, PROGRAM OR ANY PORTION THEREOF, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SAVVYMONEY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OR OTHER NETWORK (INCLUDING WITHOUT LIMITATION PHONE NETWORK OR OTHER TELECOMMUNICATIONS NETWORK) FAILURES OR "BROWNOUTS", COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, SAVVYMONEY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE GREATER OF (1) FEES PAID BY YOU DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH YOU NOTIFY SAVVYMONEY OF A CLAIM, OR (2) \$100.00 (ONE HUNDRED UNITED STATES DOLLARS).

16. Your Indemnification of SavvyMoney

You agree to indemnify and hold SavvyMoney and its officers, directors, shareholders and employees harmless from and against any loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this TOS, Your use of the Website, Program, or any other related product or service, and any infringement by You of any intellectual property or other third-party right.

17. Governing Law and Forum for Disputes

This TOS shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this TOS shall be finally settled

by arbitration in San Francisco County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this TOS, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California and the state courts located in San Francisco County, California. Use of SavvyMoney's Website and the Program are not authorized in any jurisdiction that does not give effect to all provisions of this TOS (including without limitation, this section). You understand that, in return for agreement to this provision, SavvyMoney is able to offer the Website and Program at the terms set forth in this TOS, and that Your assent to this provision is an indispensable consideration to this TOS. You also acknowledge and understand that, this provision governs with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Website or Program or arising from this TOS.

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A REGISTERED USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

18. Notices

You authorize SavvyMoney (and Your Financial Institution) to send You notices and information regarding the Website and Program via email to the most current email address we have for Your account. You agree that such notice will be deemed sufficient notice, effective on the date of transmission, and You waive any rights to assert failure of notice. You agree that this TOS and all notices provided to You may be sent in electronic form and will have the same effect as they would if provided in printed form.

19. Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If You believe in good faith that materials transmitted through the Website infringe Your copyright, You (or Your agent) may send SavvyMoney a notice requesting that SavvyMoney remove the material or block access to it. Please provide the following information: (i) an electronic or physical signature of the owner (or person authorized to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that You claim has been infringed upon and sufficient information for SavvyMoney to locate such copyrighted work; (iii) information reasonably sufficient to permit us to locate the copyrighted work; (iv) Your address, telephone number, and e-mail address; (v) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send SavvyMoney a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent to:

SavvyMoney, Inc.

7901 Stoneridge Drive #207

Pleasanton CA 94588

Attention: DMCA Agent

or sent via email to copyright@savvymoney.com

SavvyMoney shall have the right to suspend or terminate the account of any Registered User engaged in suspected repeated copyright infringement. SavvyMoney shall have the right to transmit the notification to the Registered User transmitting or receiving the allegedly infringing material, and to transmit any counter-notification to the complaining party.

20. Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the Website or Program, please contact us at the "Contact Us" section below. California residents

may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail to: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

21. Miscellaneous

If any provision of this TOS is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this TOS and will not affect the validity and enforceability of any remaining provision. This TOS, together with the Policies and Privacy Policy, constitute the entire agreement between SavvyMoney and You pertaining to any and all access and use of the Website or Program and supersede any and all prior or contemporaneous written or oral agreements between SavvyMoney and You pertaining thereto. No amendment or waiver of this TOS will be binding on SavvyMoney unless set forth in a writing expressly identifying this TOS and signed by an officer of SavvyMoney and You. Any caption, heading or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

22. Contact Us

If You wish to contact us regarding this TOS, You may do so:

Via email at support@savvymoney.com

Via mail at SavvyMoney, Inc.
7901 Stoneridge Drive #207
Pleasanton CA 94588

Date of Revision: January 5, 2018

Privacy Policy

This Privacy Policy describes how SavvyMoney, Inc. ("**SavvyMoney**", "**we**", "**us**") collects, uses and discloses the information that is collected through Your use of the website located at www.savvymoney.com, including all subdomains thereof (the "**Website**") and any materials, publications and emails provided to You in conjunction with the Website (collectively, the "**Program**"). This Privacy Policy also describes the choices available to You regarding our use of Your personal information and how You can access and update such information. Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in the Terms of Service. This Privacy Policy does not apply to any information collected by third parties.

By accessing and using the Website and/or Program, You agree to the terms and conditions of this Privacy Policy. If You do not agree to the terms and conditions of this Privacy Policy, please do not access or use the Website or Program, nor provide any information to us. We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes, we will notify You by email (sent to the e-mail address specified in Your account) or by posting a revised version of this Policy on the Website. You can determine when this Privacy Policy was last revised by referring to the "*Date of Last Revision*" at the top of this Privacy Policy. Your continued access or use of the Website and/or Program after any changes to this Privacy Policy have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this Privacy Policy.

If You have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.



[Collection and Use](#) | [Information Sharing](#) | [Tracking Technologies](#) | [Security](#) | [Additional Info](#) | [Contact Info](#)

Collection and Use of Personal Information

Personal Information We Collect

We collect certain information that identifies You or can be used to identify You ("**Personal Information**") through Your use of the Website and/or Program. If You register with us through Your credit union, bank or other financial institution ("**Financial Institution**"), we may receive certain Personal Information about You from both You and Your Financial Institution. If You authorize us to obtain Your credit report from one or more credit reporting agencies on Your behalf, we may receive certain Personal Information about You from such credit reporting agencies. Personal Information includes the following types of information:

- Name
- Email address
- Postal address
- Telephone number
- Date of birth
- Social security number
- Username and password to access the Website
- Credit information, such as your credit risk score and credit report

Use of Personal Information

We may use Your Personal Information to:

- Create an account with us and administer Your account.
- Fulfill Your requests, respond to Your inquiries, provide the features You enroll for on the Website and in the Program, and/or complete transactions You have requested.
- Retrieve Your credit report (at least once per month) and monitor Your credit.

- Send You requested product or service information or to inform You of products or services that we believe You may be interested in.
- Display content based on Your interests.
- Send You important information regarding the Website and/or Program, changes to our terms, conditions, and policies and/or other administrative information. Because this information may be important, You may not opt out of receiving such communications.
- For our internal business purposes, such as data analysis, audits, developing new products or services, enhancing and improving the Website and the Program, identifying usage trends and determining the effectiveness of features, offers and promotional campaigns.
- As we believe to be required, necessary or appropriate: (a) in any manner permitted under applicable law, including laws outside Your country of residence; (b) to comply with legal process; (c) to respond to lawful requests by public authorities (which includes public authorities outside Your country of residence), including to meet national security or law enforcement requirements; (d) to enforce our terms of service; (e) to protect our operations, business and systems; (f) to protect our rights, privacy, safety or property, and/or that of other users of the Website and Program, including You; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

Choice/Opt-Out

You may choose to stop receiving marketing emails and communications from SavvyMoney by following the unsubscribe instructions included in such emails or communications, or You can contact us at our contact information at the end of this Privacy Policy.

Information Sharing

We will share Your Personal Information with third parties only in the ways that are described in this Privacy Policy. We do not sell Your Personal Information to third parties.

We may provide Your Personal Information to companies that provide services to help us with our business activities and in providing the Website and Program to You, such as website hosting, data analysis, email delivery services, credit reporting and customer service. These companies are authorized to use Your Personal Information only as necessary to enable them to provide services to us.

In addition, if You registered with us through Your Financial Institution or if Your Financial Institution has sponsored Your registration with us, we may share the following information with Your Financial Institution: (a) Your contact information (which includes Your name, username, email address and postal address), (b) whether You appear to qualify for credit offers made available by Your Financial Institution, (c) based on Your most-recent credit report, whether You appear to meet certain credit thresholds or criteria; and (d) information about Your usage of the Website and/or Program. You may opt out of receiving offers from Your Financial Institution based on Your Personal Information provided by us by contacting us at our contact information at the end of this Privacy Policy. Please allow up to 30 days for us to implement Your opt out request. For purposes of clarity, if You also wish to opt out of receiving emails and other communications from Your Financial Institution (which are not based on Your Personal Information provided by us to Your Financial Institution), You must do so in compliance with the terms, conditions and privacy policy governing Your account with Your Financial Institution. Please note that You may not opt of viewing certain offers that appear on Your screen when You are logged into Your on-line banking account with Your Financial Institution based on Your Personal Information provided by us. Please note that if the Website or the Program are no longer being offered through Your Financial Institution, Your Financial Institution may notify You of such fact, even if You have opted out of receiving communications regarding credit offers that You appear to qualify for. Also, we may share Your Personal Information, on a case by case basis, only when You request for Your Financial Institution or other third party to follow up with You about Your income, debt and spending or to otherwise contact You regarding credit offers and other promotions for which You may be eligible. It is important to understand that this Privacy Policy only governs our collection, use and disclosure of Your Personal Information, and that the collection, use and disclosure of Your Personal Information by Your Financial Institution or any other third party that You authorize to receive Your Personal Information is governed by that third party's privacy policy.

We may also disclose Your Personal Information:

- as required by law, such as to comply with a subpoena or similar legal process.
- to respond to lawful requests by public authorities (which includes public authorities outside Your country of residence).
- to protect our rights, privacy, safety or property, and/or that of other users of the Website and Program, including You
- To an affiliate or other third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including without limitation in connection with any bankruptcy or similar proceedings) (each, a "**Transaction**"). If we are involved in a Transaction and a third party receives

Your Personal Information as a result, You will be notified via email and/or a prominent notice on our Website of any change in ownership or uses of Your Personal Information, as well as any choices You may have regarding Your Personal Information.

- to any other third party with Your prior consent to do so.

Non-personal Information

Any information that we collect from or about You that is not Personal Information may be used and shared in any manner without restriction.

Do Not Track Signals and Behavioral Tracking

We not honor “do not track” requests or signals and we do permit third party behavioral tracking.

Cookies and Other Tracking Technologies

Technologies such as: cookies, beacons, tags and scripts are used by us and our marketing partners’ affiliates, or analytics or service providers (e.g. Google Analytics). These technologies are used in analyzing trends, administering the Website, tracking users’ movements around the Website and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

We use cookies for remembering Your user settings and to customize Your experience. Users can control the use of cookies at the individual browser level. If You reject cookies, You may still use our Website, but Your ability to use some features or areas of our Website may be limited.

Log files

As is true of most websites, we gather certain information automatically and store it in log files. This information may include IP addresses, browser type, internet service provider, referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may automatically combine this type of collected log information with other information we collect about You. We do this to improve the Website and Program, to analyze and understand usage, and to administer the Website and Program.

Local Storage (HTML5)

The third parties with whom we partner provide certain features on our Website or to display advertising based upon Your web browsing activity use local storage such as HTML 5 to collect and store information. Various browsers may offer their own management tools for removing HTML5 local storage.

Behavioral Targeting/Re-Targeting

We partner with one or more third parties to either display advertising on our Website or to manage our advertising on other sites. Our third party partners may use technologies such as cookies to gather information about Your activities on the Website and third party websites in order to provide You advertising based upon Your browsing activities and interests. If You wish to not have this information used for the purpose of serving You interest-based ads, You may opt-out by clicking [here](#). Please note this does not opt You out of being served advertising at all. You will continue to see generic advertisements. We do not allow third parties to track or collect Your Personal Information on the Website for their own advertising purposes.

Security

We use generally accepted physical, administrative, and technical safeguards to preserve the integrity and security of Your Personal Information. Such safeguards include using secure socket layers (SSL) and encryption both during transmission of Your Sensitive Information (such as Your address, date of birth, and Social Security Number) and once we receive Your Personal Information. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. Therefore, we cannot ensure or warrant the absolute security of any information You transmit to, authorize us to obtain on Your behalf, or receive from us or guarantee that Your information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, administrative and/or technical safeguards. Additionally, we will not be responsible or liable to You for third party circumvention of our security measures. If You have reason to believe that Your interaction with us is no longer secure (for example, if You feel that the security of any account You might have with us has been compromised), You must immediately notify us of the problem by contacting us at our contact information at the end of this Privacy Policy.

Additional Policy Information

Accessing, Correcting, Updating and Deleting Your Personal Information

Upon request, SavvyMoney will provide You with information about whether we hold any of Your personal information. To access, correct, update or delete Your Personal Information or to ensure it is accurate, contact us at our contact information at the end of this Privacy Policy. We will respond to Your request within a reasonable timeframe. In order to comply with any of Your requests pertaining to Your Personal Information, we will first need to authenticate Your identity and thereafter we will try to comply with Your request as soon as and to the extent reasonably practicable. We cannot remove Your Personal Information from the database of third parties who were previously authorized to receive such information. We also may need to retain certain information for recordkeeping purposes, and there may also be residual Personal Information that will remain within our databases and other records even after You have requested the removal of Your Personal Information from our databases.

Retention Period

We will retain Your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy as well as may be necessary comply with our legal obligations, resolve disputes, and enforce our agreements.

Links to Other Websites

Our Website includes links to other websites whose privacy practices may differ from those of SavvyMoney. If You submit Personal Information to any of those websites, Your information is governed by their privacy policies. We encourage You to carefully read the privacy policy of any website You visit.

Testimonials

We display personal testimonials of satisfied customers on our Website in addition to other endorsements. With Your consent we may post Your testimonial along with Your name. If You wish to update or delete Your testimonial, You can contact us at info@savvymoney.com.

Social Media Features and Widgets

Our Website includes social media features, such as the Facebook Share button, and Widgets, such as the “share this” button or interactive mini-programs that run on our Website. These features may collect Your IP address, which page You are visiting on our Website, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. Your interactions with these features are governed by the privacy policy of the party providing such feature.

Children's Privacy

Protecting the privacy of Young children is especially important to us. The Website and Program are not directed to individuals under the age of thirteen (13), and we request that these individuals do not provide any Personal Information to us. We do not knowingly collect Personal Information from anyone under the age of thirteen (13). If we become aware that we have collected Personal Information from anyone under the age of thirteen (13), we will take steps to remove that information.

Jurisdictional Issues

We do not represent or warrant that the Website or Program, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Website and Program do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations.

Contact Information

You can contact us about this Privacy Policy:

By email at: privacy@savvymoney.com

By mail at: SavvyMoney, Inc.
7901 Stoneridge Drive #207
Pleasanton CA 94588
Attention: Privacy