



Subscription Agreement

You have requested to enroll in iQual Corporation's ApprovalGUARD™ service offered by an Authorized ApprovalGUARD™ Provider (the "Company"), and the Company has agreed to provide you with certain ApprovalGUARD™ services and products in accordance with the terms and conditions set forth in this Subscription Agreement (the "Agreement").

1A. ApprovalGUARD™ BASIC Services and Products.

If you have subscribed to the ApprovalGUARD BASIC service the Company will provide you with certain ApprovalGUARD™ services and products. Such ApprovalGUARD™ services and products may include:

- a. CREDIT LOCKER™ – You will receive your own online web access to all credit reports, subscription articles, editorials, credit tools, libraries and services. This service will be encrypted and password protected for your security.
- b. Credit Information – You will receive booklets, brochures, newsletters, articles, forms, and other information relating to credit issues. Such information will be helpful for you in formally addressing your credit opportunities and challenges.
- c. Customer Support – ApprovalGUARD will provide technical and general customer support as outlined your CREDIT LOCKER. This may include online support, word search support, email support and phone support. Support services are subject to change without notice.

1B. ApprovalGUARD™ FULL Services and Products.

The Company will provide you with certain ApprovalGUARD™ services and products. Such ApprovalGUARD™ services and products may include:

- a. CREDIT LOCKER™ – You will receive your own online web access to all credit reports, subscription articles, editorials, credit tools, libraries and services. This service will be encrypted and password protected for your security.
- b. Credit Bureau Reports – During your subscription period, you will receive one (1) consumer credit bureau report(s) made available online in CREDIT LOCKER approximately once every ninety (90) days or more. The source credit bureau company may rotate each time in order to provide you with a full evaluation of your credit. As an additional safety feature, reports may not have social security numbers or certain other personal data.
- c. Personalized Credit Coaching – An Authorized ApprovalGUARD™ Provider ("AAP") will be assigned to you and will provide you with a phone review of your credit report that will include your credit score, (tradelines) accounts and overall credit status each time a credit bureau report is issued. Your AAP will endeavor to educate you on proven self-management methods to build, optimize and maintain your credit profile and

loan qualification capabilities at the highest possible level to allow you to be perpetually pre-qualified for more effective interest rates and loan products (i.e. autos, home loans, credit cards, insurance, and more).

- d. Ancillary Services – Your subscription may include other services and features at no extra cost and without notice. Such services may include error and suspicious activity monitoring by you and your coach during all credit coaching sessions.
- e. Credit Information – You will receive booklets, brochures, newsletters, articles, forms, and other information relating to credit issues. Such information will be helpful for you in formally addressing your credit opportunities and challenges.
- f. SolicitationGUARD™ – You will be registered into the national major credit bureau Opt-Out service for a period of five years. This service will inform the credit bureaus that you do not want your personal information sold to other companies for solicitation & sales purposes.
- g. Customer Support – ApprovalGUARD will provide technical and general customer support as outlined your CREDIT LOCKER. This may include online support, word search support, email support and phone support. Support services are subject to change without notice.

2. Estimated Length of Time, Outcome Guarantee and Cost for Performing Services.

The total amount charged to you will depend on the length of time that you remain a customer. We cannot guarantee a specific outcome or accurately predict how long you may decide to receive ApprovalGUARD™ services and products. ApprovalGUARD™ services are not credit repair or credit monitoring services. Instead, ApprovalGUARD™ services and products endeavor to educate you on proven methods to improve or maintain your loan qualification capabilities at the highest possible level to allow you to be perpetually pre-qualified for more effective interest rates and loan products (i.e. autos, home loans, credit cards, insurance, and more). You may elect to continue the ApprovalGUARD™ service and may cancel this Agreement at any time. The Company does not charge you in advance for any ApprovalGUARD™ services and products.

3. Customer Acknowledgments, Agreements, Authorizations and Obligations.

In consideration of the Company providing you with certain ApprovalGUARD™ services and products, you hereby agree to the following:

- a. Within six (6) to fifteen (15) days of the date of this Agreement, you agree to pay the Company (or its designee) for services fully and completely rendered, the fees described in a separate addendum (the “Addendum”) incorporated herein. You grant the Company (or its designee) permission to (i) withdraw the earned funds from your credit card or bank account on a monthly basis unless you terminate this Agreement, and (ii) verify your account information. You understand and acknowledge that such initial fees are non-refundable after five (5) days of the date this Agreement is signed.
- b. You agree to the terms and conditions of the Addendum and agree to **electronically accept** it concurrently with your electronic acceptance of this Agreement. The terms and conditions of the Addendum are hereby incorporated into the terms of this Agreement. You acknowledge and agree that specific information regarding the Company and the fees you will be charged hereunder are more particularly described in the Addendum.

- c. You acknowledge and agree that the Company may assign or transfer its rights and obligations under this Agreement to any other company that is authorized by iQual Corporation to provide ApprovalGUARD™ services and products. You expressly consent to any such assignment or transfer and acknowledge and agree that any such assignment or transfer shall not entitle you to any refunds.
- d. You agree to promptly inform us of any changes in your physical address, email address and phone number.
- e. You agree to print a copy of this Agreement and all notices attached hereto to retain with your personal records.

Furthermore, you hereby acknowledge and agree that:

- g. As part of the ApprovalGUARD™ service, you will be applying for an extension of credit approximately once every ninety (90) days during your subscription period. Furthermore, you acknowledge and agree that with respect thereto, you have requested that the Company attempt to pre-qualify you for such extension of credit.
- h. You acknowledge and agree that your failure to comply with the terms and conditions set forth in this Agreement may prevent the Company from providing you with the requested ApprovalGUARD™ services and products, and may result in the cancellation of your subscription.
- i. You acknowledge and agree that the Company does not charge you in advance for any monthly ApprovalGUARD™ services until after such services have been fully and completely rendered.
- j. You acknowledge and agree that the Company is not providing any credit monitoring or credit repair services to you. However, during the normal course of reviewing your credit situation with your AAP, you may be able to identify and address credit issues of concern as they may arise. To the extent you determine that you need credit monitoring or repair services, your AAP may refer you to a company that performs credit repair and/or credit monitoring services. Such companies will likely charge additional fees for such services.
- k. You acknowledge and agree that your enrollment in the ApprovalGUARD™ service offered by the Company does not ensure or guarantee that your loan qualification capabilities will be improved.
- l. You have authorized the Company to obtain a credit bureau report on your behalf containing your personal and financial information approximately every ninety (90) days or as prescribed by the service you have purchased.
- m. You have authorized the Company to enter your name into the credit bureau opt-out service, located at www.optoutprescreen.com.
- n. You acknowledge and agree that you are 18 years of age or older and either a United States citizen or a permanent resident of the United States.

4. Terms and Conditions of Payments.

The Company provides ApprovalGUARD™ services to you on a month-to-month basis. You understand and agree that you are billed by the Company solely for the ApprovalGUARD™ services rendered, not for any specific result or outcome. The Company will charge your credit card or bank account for services fully and completely rendered within six (6) to fifteen (15) days of the date of this Agreement. THE COMPANY DOES NOT CHARGE IN ADVANCE OF ANY ApprovalGUARD™ SERVICES BEING RENDERED. The total amount of payment for all services depends on the length of time that you remain a customer.

5. Contacting the Company.

The Company's principal business address and the name and address of its agent in the state authorized to receive service of process is set forth in the Addendum.

6. Governing Law and Arbitration.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California without giving effect to any principles of conflicts of law. Disputes between you and the Company regarding the Company's services and products may be reported to service@approvalguard.com. Any disputes, controversies, or claims arising out of or relating to the construction or application of any of the terms, provisions, or conditions of this Agreement shall be submitted to arbitration. Such arbitration shall comply with and be governed by the provisions of the Federal Arbitration Act, except as expressly provided herein. The arbitration provisions of this Agreement shall be equally binding on you and the Company. You and the Company shall submit all arbitration matters to the American Arbitration Association and the place of arbitration shall be in San Bernardino County, California. You and the Company shall be entitled to the same rights and remedies that the parties would be entitled to in state or federal court. You and the Company shall be entitled to reasonable discovery that will be regulated by the arbitrator, including form and special interrogatories, requests for admission, demands for production of documents and depositions. All such discovery shall be governed by the rules of California law. It is expressly understood by both parties that they are waiving their rights to a trial by jury. The impartial arbitrator is authorized and required to issue a written decision with findings of fact and conclusions of law that shall be final, binding, non-appealable and conclusive upon both parties, and any other parties whose rights are derived through any party to this Agreement, including heirs, assignees, executors, administrators and any other successors in interest. The judgment of the arbitrator shall be entered into any court having jurisdiction and application may be made to such court for judicial acceptance and enforcement of the award. Notwithstanding any other provision in this Agreement, the parties shall maintain their rights to obtain injunctive relief from the courts located in San Bernardino County, California. The initial cost of arbitration fees and charges shall be borne equally by you and the Company, unless the arbitrator rules that said costs or attorneys' fees shall be borne by you or the Company in accordance with the terms of this Agreement.

7. Joinder and Class Action.

NO DISPUTE, CONTROVERSY OR CLAIM TO BE RESOLVED BY BINDING ARBITRATION OR BY AN APPROPRIATE COURT OF COMPETENT JURISDICTION MAY BE JOINED WITH ANOTHER LAWSUIT OR OTHER PROCEEDING INVOLVING A DISPUTE, CONTROVERSY OR CLAIM OF ANY OTHER PERSON OR ENTITY, OR RESOLVED ON A CLASS-WIDE BASIS.

8. Attorneys' Fees.

If any litigation or other proceeding is brought by either party in connection with this Agreement, the prevailing party in any action or other proceeding will be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees.

9. Severability.

In the event that any part of or all of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, including binding arbitration, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

10. Indemnification.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IQUAL CORPORATION AND COMPANY, AND THEIR OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, DISTRIBUTORS, AGENTS, INFORMATION PROVIDERS, AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, SETTLEMENT OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF ANY BREACH BY YOU OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PARAGRAPH 3 TITLED "CUSTOMER ACKNOWLEDGMENTS, AGREEMENTS, AUTHORIZATIONS AND OBLIGATIONS" AND PARAGRAPH 7 TITLED "JOINDER AND CLASS ACTION".

11. Complete Agreement.

This Agreement is intended as the complete, final and exclusive statement of the terms of this Agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. Each party expressly acknowledges that there are no warranties, representations, covenants or understanding of any kind, manner or description whatsoever by either party to the other except as expressly set forth in this Agreement. This Agreement shall not be amended or modified, except in a writing signed by each of the parties hereto. Notwithstanding the foregoing, upon notice to you, the Company may unilaterally amend or modify the terms of the Agreement to the extent it deems necessary to comply with applicable law.

12. Construction.

The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance.

13. Force Majeure.

The Company shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder during any event of force majeure or due to any reason beyond its reasonable control

14. Electronic Signature/Acceptance of Agreement.

By checking the box that you have read and agree to the terms of this Agreement, you are submitting your acceptance to the terms herein electronically as if you had physically signed the Agreement. You understand that you may cancel your electronic signature at anytime by sending the Company an email at service@approvalguard.com or by calling us at (877) 448-8889.

15. Cancellation Policy.

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH (5) BUSINESS DAY AFTER THE DATE ON WHICH YOU SIGNED THE CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME. YOU CAN NOTIFY US OF YOUR CANCELLATION BY SENDING AN EMAIL TO SERVICE@APPROVALGUARD.COM OR BY CALLING US AT (877) 448-8889. YOU MAY ALSO COMPLETE THE ATTACHED NOTICE OF CANCELLATION AND RETURN IT TO US VIA U.S. MAIL OR EMAIL.

Terms Of Use Agreement

This Terms of Use Agreement (the "Terms of Use") is between the party using the ApprovalGUARD™ website ("you") and iQual Corporation, ("we" or "us") with a principal place of business at 8711 Monroe Court Suite A, Rancho Cucamonga, CA 91730. You should carefully read the Terms of Use before using this website. By using this website you agree to be bound by the terms and conditions of use set forth in the Terms of Use. This is a legally binding agreement. If you do not agree with the Terms of Use, you should not use this website and must immediately leave this website.

1. We agree to provide you access to this website in accordance with the Terms of Use.
2. You agree to use this website in a manner consistent with the Terms of Use and all applicable rules and regulations. You acknowledge that you have read the Terms of Use and that you accept the terms thereof. You agree to read these Terms of Use carefully before using this website. If you do not agree to the Terms of Use, you may not access or otherwise use this website.
3. You accept that this website is provided on an "as is, as available" basis.
4. The materials included in this website and the ApprovalGUARD™ products and services are for general information purposes only and do not constitute legal advice. They are not intended to be a substitute for obtaining legal advice from legal counsel. ALL ARTICLES AND MATERIAL DISPLAYED BY US ON THE SITE ARE FOR INFORMATION ONLY, ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL ADVICE OR OTHER LICENSED PROFESSIONAL ADVICE OR A SUBSTITUTE THEREFOR. FOR SPECIFIC LEGAL ADVICE REGARDING YOUR PARTICULAR CIRCUMSTANCES, YOU MUST RETAIN LEGAL COUNSEL. We do not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through this website. You acknowledge that any reliance upon any such materials, opinion, advice, statement, memorandum, or information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this website.
5. You agree that if you fail to use this website in accordance with the Terms of Use, or in our sole discretion, we may terminate your access to and use of this website.
6. WE MAY, SUBJECT TO AND IN ACCORDANCE WITH OUR PRIVACY POLICY FOR MARKETING AND OTHER PURPOSES, COLLECT, PROCESS AND TRANSMIT CERTAIN DATA OBTAINED FROM AND ABOUT YOU IN THE COURSE OF YOUR ACCESSING THE SITE. BY AGREEING TO THESE TERMS, YOU AGREE TO SUCH DATA BEING SO USED AND FURTHER AGREE THAT IT MAY BE TRANSMITTED TO OTHERS, WHETHER OR NOT WITHIN THE UNITED STATES IN ACCORDANCE WITH OUR PRIVACY POLICY AND UNDER APPLICABLE PRIVACY AND DATA PROTECTION LEGISLATION. Information on how and what type of data (if any) is held about you can be obtained by viewing our Privacy Policy located on the ApprovalGUARD™ website or by contacting us.
7. This website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You are authorized to download one copy of the material displayed or performed on this website ("Content") on one computer for your personal, non-commercial use, but you may not in so doing remove or amend any trademark, copyright or other proprietary notice. All materials contained on this website are protected by copyright, and are owned or controlled by us or the party credited as the provider of the Content. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content on this website. Permission is given to view the material on these Web pages and save that material only for your personal, non-commercial use. Copying or storing of any Content for other than your

personal, non-commercial use is expressly prohibited without the prior written permission from us or the copyright holder identified in the individual Content's copyright notice.

8. Subject to the above, you may not modify, copy, distribute, republish or upload any of the material on this website in any way unless you obtain our prior written consent, and we reserve the right to take all necessary legal action against you for breach of the provisions of this Section 8, including without limitation the recovery of attorneys' fees and costs. No intellectual property or other rights shall be transferred to you through your use of this website. We are not able to confirm that the materials contained on these Web pages are correct in every case. We reserve the right to make changes to this website, including the availability of any feature, database, Content, Web page materials, product information and prices on this website at any time without notice or liability. We may also impose limits on certain features and services or restrict your access to all or part of this website without notice or liability.
9. To the extent that any portions of this website (such as "chat rooms" or "bulletin boards") provide users an opportunity to post and exchange information, ideas or opinions ("Postings"), BE ADVISED THAT WE DO NOT SCREEN, EDIT, OR REVIEW POSTINGS PRIOR TO THEIR APPEARANCE ON THIS WEBSITE, and Postings do not necessarily reflect our views. To the fullest extent permitted by applicable laws, we exclude all responsibility and liability for the Postings or for any losses or expenses resulting from their use and/or appearance on this website.
10. You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through this website any materials, which (i) restrict or inhibit any other user from using and enjoying this website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) you are at least eighteen (18) years old.
11. We reserve the right to monitor all Postings or other materials posted on this website and to remove any which we consider in our absolute discretion to be: (a) offensive, (b) inappropriate, (c) criminal or (d) otherwise in breach of these Terms of Use. We do not and cannot review all materials posted to this website by users, and we are not responsible for any such materials posted by users. However, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms of Use.
12. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain and that such Postings shall not infringe any proprietary or other rights of third parties. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to this website, you hereby grant to us, subject to our privacy policy, a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.
13. You acknowledge that transmissions to and from this website are not confidential and your Communications may be read or intercepted by others. Any unprotected email communication over the Internet is subject to possible interception or loss, is not confidential and is also subject to possible alteration. We are not responsible for and will not be liable to you or any third party for damages in connection with an email sent by you to us or an email

sent by us to you, or anyone you designate, at your request. Violators of this section who use our services for any illegal purpose, including but not limited to, repeated unwanted emails or "Spam," may be prosecuted to the full extent of the law." You acknowledge that by submitting Communications to us, no confidential, fiduciary, contractually implied or other relationship is created between us other than pursuant to these Terms of Use and any subsequent written agreement entered into with us.

14. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS, AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE. FURTHER, WE AND OUR SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE AND OUR SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. FURTHER, IN NO EVENT WILL WE BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, USE OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE ON BEHALF OF OUR EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS, DISCLAIM AND EXCLUDE LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK-UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY.
15. You hereby agree to indemnify, defend and hold us, and all of our officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our prior written consent.
16. Where we provide hypertext links from or to third party sites we do so for convenience and information purposes only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to this website, the content of those sites, the third parties named therein, or their products, resources or services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking, and we accept no liability nor make any endorsement or approval of the same.
17. These Terms of Use contain the entire understanding between us with respect of this website and no representation, statement, inducement oral or written, not contained herein shall bind either of us. We reserve

the right, in our sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time. Notification of changes in these Terms of Use will be posted on this website.

18. Should any part of the Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.
19. This website and any information provided from it and the Terms of Use are given and made in the state of California, United States of America. THIS TERMS OF USE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS TERMS OF USE AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN SAN BERNARDINO COUNTY IN THE STATE OF CALIFORNIA.
20. The terms and conditions of use in this Terms of Use are subject to change at any time. You should review the Terms of Use regularly for any changes.
21. Pursuant to federal law, the company providing ApprovalGUARD™ services and products to you must provide the following separate written statement for your review and for you to acknowledge receipt thereof, which, pursuant to the requirements of federal law, will also be delivered to you with any contract you enter into with such company:

DISCLOSURE STATEMENT

Consumer Credit File Rights Under State And Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any credit repair company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over seven (7) years old. Bankruptcy information can be reported for ten (10) years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding sixty (60) days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next sixty (60), if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within (three) (five) days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch
Federal Trade Commission
Washington, D.C. 20580

NOTICE OF CANCELLATION

Separate Notice of Cancellation Form:

NOTICE OF CANCELLATION

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 5th day following the date the contract is signed by you. If you cancel, any payment made by you under this contract will be returned within 10 days following ApprovalGUARD's receipt of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to:

ApprovalGuard™
Attention: Subscription Services
8711 Monroe Court, Suite C
Rancho Cucamonga, CA 91730

Please review your credit card receipt or your **ApprovalGUARD** email confirmation to confirm this date.

I hereby cancel this transaction effective _____ [date].

(Customer's printed name)

(Customer's signature)

You may also send this notification by email to service@approvalguard.com

Duplicate Copy of Separate Notice of Cancellation Form:

NOTICE OF CANCELLATION

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 5th day following the date the contract is signed by you. If you cancel, any payment made by you under this contract will be returned within 10 days following ApprovalGUARD's receipt of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to:

ApprovalGuard™
Attention: Subscription Services
8711 Monroe Court, Suite C
Rancho Cucamonga, CA 91730

Please review your credit card receipt or your **ApprovalGUARD** email confirmation to confirm this date.

I hereby cancel this transaction effective _____ [date].

(Customer's printed name)

(Customer's signature)

You may also send this notification by email to service@approvalguard.com

Privacy Policy

Protecting your privacy is extremely important to ApprovalGUARD. We strive to keep your personal information confidential. Please take a moment to read ApprovalGUARD's Privacy Policy below to ensure that you are aware of and understand how we handle your personal information.

Why we collect personal information

We may collect personal information to help meet your needs as you browse our website and enroll in our service. The information we require is the absolute minimum necessary. ApprovalGUARD uses your personal information to provide you with superior client services, and to communicate with you regarding your services from ApprovalGUARD. In addition, we use your personal information to keep you up-to-date on the latest service announcements, feature updates, special offers, and other information we think you would find beneficial.

How we collect personal information

To provide services and help meet your needs, we collect information about you from various sources, including the following:

- We get information from your requests for our products or services. One example is your mailing address.
- We get information about your transactions with us.

You may update or change your personal information by contacting us through any of the following methods:

- Contact your assigned authorized provider.
- Email us at support@ApprovalGUARD.com
- Click on the email option in HELP or CONTACT US
- Send a letter to ApprovalGUARD Corporation, Attention Customer Service, 8711 Monroe Court Suite C, Rancho Cucamonga CA 91730

When we disclose personal information

Because the need to effectively communicate with our clients (you) during any part of the ApprovalGUARD service process is absolutely essential, your personal information may be shared with ApprovalGUARD employees. They will protect your personal information in accordance with the ApprovalGUARD Customer Privacy Policy described below.

Your personal information may also be shared with third parties affiliated with ApprovalGUARD to help provide ApprovalGUARD's services to you. We require that these individuals and companies affiliated with ApprovalGUARD safeguard your personal information in accordance with ApprovalGUARD's Customer Privacy Policies. Those policies include (i) ApprovalGUARD's physical, electronic and procedural controls that comply with or exceed industry

standards, (ii) requirements that ApprovalGUARD's affiliates only use your personal information when they need to provide services to you or work on ApprovalGUARD matters, and (iii) requirements that companies performing work for ApprovalGUARD execute confidentiality agreements to further protect your personal information.

ApprovalGUARD may also share your personal information with third parties (i) to protect against fraud, (ii) to respond to a subpoena, (iii) to respond to requests by law enforcement, or (iv) to comply with a court order, agency order, ongoing judicial proceeding, or other legal process. ApprovalGUARD does not share, sell, rent, or trade your information with third parties for their promotional purposes.

ApprovalGUARD reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Web site.

How we protect your personal information



ApprovalGUARD meets or exceeds industry standard measures to protect all proprietary systems, reports, and private information. Below is a quick summary of a few of the security and protection features utilized in our systems:

Network Systems

- 24/7 Video Security Cameras
- Locked and barred security locations
- 24/7 Commercial Security Monitoring
- Onsite security services

Intrusion Projection

- Cryptographic Hash encryption for employee authentication access.
- PCI DSS Information Security & Compliance
- Hardware and Software commercial level intrusion protection services.
- WatchGuard Commercial Firewall Protection
- 256-bit SSL data encryption

All ApprovalGUARD Websites utilize SSL encryption to transmit sensitive information. ApprovalGUARD safeguards the security of the data you send to us with physical, electronic, and managerial procedures. ApprovalGUARD uses VeriSign™ Security with 256-bit encryption to protect and secure your personal information and the ApprovalGUARD website. ApprovalGUARD's server hardware and electronic information is backed up in a securely locked environment. ApprovalGUARD's systems are protected by full-time professional security services that include onsite video surveillance of ApprovalGUARD's equipment. However, we urge you to take every precaution to protect your personal data when you are on the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser.

Collecting other personal information

When you browse ApprovalGUARD's website, we don't collect personal information about you — not even your email address. Your browser, however, does automatically tell us the type of computer and operating system you are using.

Like many websites, the ApprovalGUARD website uses “cookie” technology. When you first connect to our site, the cookie identifies your browser with a unique, random number. The cookies we use do not reveal any personal information about you, except perhaps your first name so we can welcome you on your next visit. Cookies help us understand which parts of our websites are the most popular, where our visitors are going, and how long they spend there. We use cookies to study traffic patterns on our website so we can make the site even better.

In some of our email to you, we use a “click-through URL.” When you click one of these URLs, you pass through our web server before arriving at the website that is your destination. We track “click-throughs” to help us determine your interest in particular topics and measure the effectiveness of our customer communications.

Our companywide commitment to privacy

To make sure your personal information remains confidential, we communicate these privacy guidelines to every ApprovalGUARD employee, staff member and affiliate.

- ApprovalGUARD does not knowingly solicit personal information from children or send them requests for personal information.
- ApprovalGUARD's website may contain links to other sites. ApprovalGUARD does not share your personal information with those websites and is not responsible for their privacy practices. We encourage you to learn about the privacy policies of those companies.

If we are going to use your personal information differently from that stated at the time of collection, we will try to contact you via email using the most recent information we have. If you have not given us permission to communicate with you, you will not be contacted, nor will we use your personal information in a manner not described above.

ApprovalGUARD's Privacy Policy is subject to change at any time. We encourage you to review the Privacy Policy regularly for any changes.

We post customer testimonials on our web site which may contain personally identifiable information such as the customer's name. We do obtain the customer's consent prior to posting the testimonials to post their name along with their testimonial.

How to OPT OUT

ApprovalGUARD does not use your information for any purpose other than what you intended. Should you receive a special offer from ApprovalGUARD and you prefer not to receive it in the future you can permanently OPT OUT by any of the following methods.

- Simply click the [OPT OUT](#) link located at the bottom of any email offer.
- Email us at support@ApprovalGUARD.com

Service providers

ApprovalGUARD utilizes services from the following 3rd party sources to provide service to you on this website. These services are NOT able to view your personal information and your information is shared with them. They may merely provide services for internet support or security protection. Companies include: Google Inc, GoDaddy.com, WatchGuard Security, VeriSign Corp, Authorize.net credit card processing, PayPal, TrustWave, Trend Micro Security Systems, Truste and the Better Business Bureau.

Changes to this Privacy Policy

If we decide to change our privacy policy, we will post those changes to this privacy statement, the home page, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page.

If you need help

If you need assistance concerning any product or service from ApprovalGUARD You may contact us through any of the following methods:

- Contact your assigned authorized provider.
- Email us at support@ApprovalGUARD.com
- Click on the email option in HELP or CONTACT US
- Send a letter to ApprovalGUARD Corporation, Attention Customer Service, 8711 Monroe Court Suite C, Rancho Cucamonga CA 91730

ApprovalGUARD is a licensee of the TRUSTe Web Privacy Seal Program. TRUSTe is an independent, non-profit organization whose mission is to build user's trust and confidence in the Internet by promoting the use of fair information practices. This privacy statement covers the Web sites at www.ApprovalGUARD.com and www.approvalguard.com. Because these Web sites want to demonstrate their commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by TRUSTe.



If you have questions or concerns regarding this statement, you should first contact ApprovalGUARD at support@ApprovalGUARD.com OR toll free at 877-839-9797. If you do not receive an acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you should contact TRUSTe at http://www.truste.org/consumers/watchdog_complaint.php TRUSTe will then serve as a liaison with you to resolve your concerns.

Addendum To The Subscription Agreement

You and the Company desire to enter into this Addendum to the Subscription Agreement (the "Addendum") in order to set forth, among other things, the term of your subscription, the fees that you will be charged for ApprovalGUARD™ services and products during the term of your subscription, the Company's name, principal business address, and the name and address of its agent in the state authorized to receive service of process. You and the Company desire to have all of the terms and conditions of this Addendum apply to the Subscription Agreement (the "Agreement") as if fully set forth in the Agreement.

In consideration of the ApprovalGUARD™ services and products, and the rights and obligations set forth in this Addendum, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term.

You acknowledge and agree that you would like to subscribe to receive ApprovalGUARD™ services and products continuously until cancelled (the "Initial Subscription Term"). you acknowledge and agree that your subscription will automatically continue on a month-to-month basis. You may cancel your subscription at any time.

2. Fees.

In consideration of the Company providing you with ApprovalGUARD™ services and products, you agree to pay to the Company (or its designee) the following fees in accordance with the schedule set forth below:

- a. Within six (6) to fifteen (15) days of the date of this Addendum, you agree to pay the Company (or its designee) a \$49.95 set-up fee (the "Set-Up Fee"). Your Set-Up Fee includes, without limitation, your subscription set-up and the assignment to you of your Authorized ApprovalGUARD™ Provider (AAP). Although billing information is collected and authorized at sign up, your credit card or bank account is not actually charged until after your set-up is complete.
- b. Commencing on the date which is one month following the date of this Addendum, and continuing on the same day of each month thereafter during the term of your subscription, you agree to pay a monthly \$14.95 subscription fee** (the "Monthly Fee"). For avoidance of doubt, if the date of this Addendum is March 15, then you will be charged a Monthly Fee on April 14 and on the 14th day of each month thereafter during the term of your subscription.
- c. You acknowledge and agree that the Company does not charge you in advance for any monthly ApprovalGUARD™ services until after such services have been fully and completely rendered. You further acknowledge and agree that your failure to comply with the terms and conditions set forth in this Addendum may prevent the Company from providing you with the requested ApprovalGUARD™ services and products, and may result in the cancellation of your subscription.

3. Contacting the Company.

The Company's name and principal business address are set forth below:

The name and address of the Company's agent in the state authorized to receive service of process is set forth below:

4. Integration and Conflict.

The terms and conditions of the Addendum are hereby incorporated into the terms of the Agreement. The Addendum and the Agreement contain the entire agreement between the parties and supersede all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of the Agreement and the Addendum, the terms, conditions and provisions of the Addendum shall prevail.

5. Electronic Signature/Acceptance of Addendum.

By checking the box that you have read and agree to the terms of this Addendum, you are submitting your acceptance to the terms herein electronically as if you had physically signed the Addendum. You understand that you may cancel your electronic signature at anytime by sending the Company an email at service@approvalguard.com or by calling us at (877) 448-8889. You agree to print a copy of this Addendum to retain with your records.

Disclosure Statement

Consumer Credit File Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any credit repair company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over seven (7) years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding sixty (60) days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next sixty (60) days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud. You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within five (5) days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch
Federal Trade Commission
Washington, D.C. 20580