

# **Terms of Use (Attorney & Law Firm Access)**

**Last Updated:** July 11, 2025

## **1. Acceptance of Terms**

These Terms of Use (“Terms”) govern your access to and use of Crow Credit’s secure platform (“Platform”) for attorneys and law firms. By registering an account or using the Platform to access arbitration case files, you agree to be bound by these Terms. If you do not agree, you must **not use** the Platform. These Terms are a legal agreement between **Crow Credit, LLC** (“Crow Credit,” “we,” “us”) and you, the licensed attorney or law firm accessing our services (“you” or “Attorney User”). You represent that you have authority to bind your law firm or organization, if applicable, to these Terms. These Terms incorporate by reference our Privacy Policy (Attorney & Law Firm) and any other policies or disclaimers provided on the Platform.

## **2. Platform Purpose and Access**

**Platform Description:** Crow Credit provides a secure online portal through which attorney users can access **ready-to-file arbitration case files** related to Fair Credit Reporting Act (FCRA) disputes and other consumer credit matters referred by Crow Credit. The Platform may include documents such as dispute histories, evidence, communications, and American Arbitration Association (AAA) case materials relevant to the referred matter. Access is provided solely for the purpose of evaluating these cases and, if you choose, providing legal representation to the referred clients in arbitration or related proceedings.

**Authorized Users:** Access to the Platform is limited to licensed attorneys and their authorized law firm representatives who have been approved by Crow Credit’s legal partner program. By using the Platform, you certify that you (and any individuals accessing on your behalf) are duly

licensed attorneys in good standing or persons under the supervision of such an attorney, and that you will use the Platform only in that professional capacity. Unauthorized individuals (including non-attorney staff without supervision, or any third parties not approved by Crow Credit) are strictly prohibited from using the Platform.

**Account Registration:** When registering for the Platform, you agree to provide accurate, current, and complete information about yourself and your law firm. This includes your full name, professional contact information, firm name, jurisdiction(s) of licensure, bar number(s), and any other verification details we may reasonably require. You must update your account information promptly if it changes. Each user must use their own credentials; you will not share your login credentials with unauthorized persons. You are responsible for maintaining the confidentiality and security of your account password. **You must notify Crow Credit immediately of any unauthorized access or use of your account.** You are fully responsible for all activities that occur under your account.

### 3. Use of the Platform and Case Files

**Permitted Use:** Crow Credit grants you a limited, non-exclusive, non-transferable license to access and use the Platform and the case files provided, **solely** for the purpose of evaluating referred arbitration cases and, if you agree to represent the referred client, for providing legal representation in that matter. You may download or print materials from a case file **only** as necessary for case evaluation or representation. **All case materials, information, and documents are to be used only for the specific client matter for which they were provided.**

**No Re-distribution or Sharing:** You agree *not* to share, disclose, or distribute any content from the Platform to any person or entity outside your law firm (except as reasonably required for the legal representation of the referred client). Within your firm, you may share case information with colleagues or staff **only on a need-to-know basis** for the purpose of assisting with the case, and you remain responsible for ensuring that all such persons maintain the confidentiality of the

information. **Unauthorized use or distribution of case files is strictly prohibited.** This includes, without limitation, posting documents or information from the Platform to any public forum, using them for marketing, or incorporating them into databases or materials for use outside the referred arbitration matter.

**Confidentiality and Data Protection:** You acknowledge that the case files contain sensitive personal and financial information about consumers (your prospective or actual clients). You agree to treat all information obtained through the Platform as **confidential**. You will employ appropriate safeguards (consistent with your professional and ethical obligations) to protect the data against unauthorized access or disclosure. Crow Credit has likewise implemented measures to ensure that consumer data is shared with you under strict confidence and security. You agree to notify us immediately if you become aware of any breach of confidentiality or security relating to the Platform data. These obligations supplement, and do not replace, your independent duties under law and professional ethics to preserve client confidences.

**Use of AAA Case Information:** In some instances, the Platform may provide AAA case reference numbers or documents (e.g. draft arbitration demands, evidence exhibits, or AAA correspondence) to facilitate your handling of the arbitration. You agree to use any AAA forms or case information provided *only* for the intended arbitration and consistent with AAA rules. Any AAA online portal credentials or access information provided via Crow Credit must be used in compliance with AAA's own terms of use. Crow Credit is not affiliated with the AAA; you are responsible for complying with AAA procedures and requirements in any arbitration you handle.

## **4. Crow Credit's Role and No Attorney-Client Relationship**

**No Attorney-Client Relationship with Crow:** You understand and agree that Crow Credit is **not a law firm** and does not provide legal representation or advice to you or to consumers. Your use of the Platform **does not** create an attorney-client relationship between you and Crow

Credit. Crow Credit's role is solely to facilitate the referral of cases and provide administrative support (such as document management) for the arbitration process. Nothing on the Platform or in any communication from Crow Credit should be construed as legal advice.

**Independent Legal Judgment:** You retain full independence and responsibility for your professional legal judgment in evaluating and handling any referred case. Crow Credit does not control, direct, or influence the legal strategies or decisions you make in representing a client. Providing access to a case file or suggesting an arbitration referral **does not guarantee** that a claim has merit; you must conduct your own diligence and make an independent determination whether to accept a case and how to proceed. Likewise, you understand that **no guarantees** or assurances of outcomes are made by Crow Credit regarding any case (e.g., success in arbitration or any particular remedy)[crowcredit.com](https://crowcredit.com).

**No Partnership or Employment:** Your agreement to these Terms and participation in Crow Credit's legal network does not create any partnership, joint venture, agency, or employment relationship between you (or your law firm) and Crow Credit. You act as an independent practitioner. Nothing in these Terms authorizes you to act as Crow Credit's agent or to bind Crow Credit in any manner, and you shall not represent to any third party that you are in any partnership or agency relationship with us.

**No Attorney-Client Relationship with Consumers Until Engagement:** Crow Credit may introduce or refer a consumer (potential client) to you through the Platform. However, you understand that an attorney-client relationship between you and that consumer is formed **only after** you have communicated with the consumer and both you and the consumer have mutually agreed to formal representation (for example, by executing an engagement agreement or similar consent). Until you take on a case and the client formally engages you, you are simply evaluating a potential matter. If you or the client decide not to proceed with representation, you agree to securely delete or return any case materials you obtained for evaluation, and you will not use or disclose the consumer's information for any purpose beyond the evaluation. If you do accept engagement, any attorney-client relationship is **solely between you and the client**, and Crow Credit is not a party to that relationship.

## 5. Intellectual Property and License

**Crow Credit Content:** The Platform, including all software, design elements, logos, text, and organizational structure, is the intellectual property of Crow Credit or its licensors. Crow Credit also owns or licenses the compilation of information (excluding individual client documents) on the Platform. **You may not copy, modify, create derivative works from, or reverse engineer any part of the Platform.** The limited license provided to you in Section 3 is for functional use of the Platform only. You acknowledge that Crow Credit retains all rights, title, and interest in and to its Platform and services.

**Case Materials:** The case files and documents made available to you may include materials authored or prepared by Crow Credit (e.g., dispute letters, summaries) as well as personal data and documents provided by the client or generated during the dispute process. Crow Credit's original materials are copyrighted by Crow Credit. **You are granted permission to use Crow Credit's authored materials only within the scope of representing the referred client.** You may not reuse Crow Credit's template letters, analyses, or other proprietary materials for purposes outside of the Crow Credit referrals without our express written consent. The client's personal documents (such as credit reports or correspondence) remain the property of the client; handling of those is governed by your attorney-client engagement and applicable law.

**Feedback:** If you provide feedback or suggestions to Crow Credit about improving the Platform or services, you grant Crow Credit a royalty-free, sublicensable license to use and incorporate those suggestions without restriction or compensation to you. This helps us continually improve our offerings.

## 6. Prohibited Conduct

To maintain the integrity and security of the Platform, you **agree not to** engage in any of the following activities:

- **Unauthorized Access:** Do not allow anyone other than authorized attorneys or staff in your firm (as permitted by these Terms) to access the Platform using your credentials. You will not attempt to circumvent access controls or use another user's account.
- **Misuse of Data:** Do not use any information from the Platform for purposes outside of evaluating or handling the referred arbitration case. **This means you will not harvest, mine, or otherwise collect information about Crow Credit's referrals for building your own databases, marketing to individuals outside the context of the referred case, or any other purpose that is not authorized.**
- **Distribution of Materials:** Do not publish, distribute, or permit public access to any documents or data obtained through the Platform (except as necessary in court or arbitration filings for the case). For example, you must not post documents on public websites, social media, or share them with reporters or other third parties without the client's and Crow Credit's authorization.
- **Reverse Engineering and Interference:** Do not attempt to probe, scan, or test the vulnerability of the Platform, or breach any security or authentication measures. You will not reverse engineer, decompile, or disassemble the software underlying the Platform. Additionally, do not interfere with or disrupt the proper functioning of the Platform by any means (such as introducing viruses, worms, or malicious code).
- **Unlawful or Unethical Conduct:** You will not use the Platform in any manner that violates any law, regulation, or ethical rule applicable to your practice. This includes, without limitation, privacy laws governing personal data. You also agree not to engage in any conduct that could harm the reputation or operations of Crow Credit or the privacy rights of the clients.

- **Competition and Exclusivity:** You will not use the information gained from the Platform to directly or indirectly create or enhance any competing service to Crow Credit. Additionally, you agree not to solicit Crow Credit's referred clients for separate services outside of the Crow Credit process in a way that circumvents any arrangement Crow Credit has in facilitating the arbitration, except insofar as necessary to effectively represent the client in the legal matter. (Nothing in this clause prevents you from lawfully representing the client in the referred matter; it is meant to prevent misuse of referrals for unrelated profit or competitive advantage.)

Violation of any of the above **Prohibited Conduct** terms constitutes a material breach of these Terms and may result in immediate termination of your access (in addition to other legal remedies available to Crow Credit).

## 7. Termination and Suspension

**By Crow Credit:** Crow Credit reserves the right to suspend or terminate your access to the Platform, or remove you from the legal partner network, at any time **with or without cause**, upon notice to you. We may terminate or suspend your account immediately if we determine that you have violated these Terms, if you no longer meet our eligibility criteria, if required by law or professional regulations, or if your continued access poses a security or legal risk to us or others. In less urgent cases of potential breach, we may provide you with notice and an opportunity to cure the issue if feasible. Crow Credit will not be liable to you for any termination of access or removal of content from the Platform in accordance with these Terms.

**By You:** You may terminate your account or cease using the Platform at any time. If you choose to withdraw from a specific case or from the network, you should notify Crow Credit to coordinate any necessary transition of an active referred case. Upon termination of your use, you must cease all access to and use of the Platform and destroy or return any confidential materials obtained (unless you are legally required to retain them for the client file or your own

records). Any ongoing obligations under these Terms that by their nature should survive (such as confidentiality, limitations of liability, etc.) will remain in effect.

**Effect on Client Matters:** If your access is terminated (by you or by Crow Credit) while you are handling an active referred arbitration, Crow Credit will work in good faith to facilitate continuity for the client. This may involve, for example, Crow Credit referring the client to another network attorney if you have not yet been formally retained or if you withdraw. If you have been retained by the client, you may need to arrange a substitution of counsel or take appropriate steps per your professional duties to ensure the client's interests are protected. Nothing in this section alters any attorney-client obligations you have; it simply reserves Crow Credit's right to reassign referrals or take protective action for clients if an attorney's access ends.

## 8. Disclaimer of Warranties

**Platform Provided "As Is":** To the fullest extent permitted by law, Crow Credit provides the Platform and all services **"as is" and "as available,"** with **no warranties or guarantees of any kind**. Crow Credit expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make **no promise that the Platform will be uninterrupted, error-free, secure, or free of viruses or other harmful components**.

**No Warranty on Content Accuracy:** Crow Credit strives to provide accurate and up-to-date information in case files, but **we do not warrant or guarantee the completeness, accuracy, or usefulness of any information** on the Platform. The case data is provided for your convenience and has been gathered from the client and prior dispute process; it is **your responsibility** to independently verify critical facts. Crow Credit will not be responsible for errors or omissions in any content (including documents, summaries, or templates) provided via the Platform.

**No Guarantee of Referrals or Outcomes:** Crow Credit makes no guarantee that any particular volume of case referrals will be available to you, or that any arbitration case will result in a favorable outcome. Any estimates of potential case outcomes or values are for informational



purposes only and not a warranty or prediction. You acknowledge that arbitration outcomes depend on many factors outside Crow Credit's control (including the merits of the case and actions of third parties such as opposing parties or arbitrators). **Crow Credit does not guarantee any result in any referred case.**

Some jurisdictions may not allow the exclusion of certain warranties, so some of the above disclaimers may not fully apply to you. However, in such jurisdictions, our warranties are disclaimed to the greatest extent permitted by law.

## 9. Limitation of Liability

**No Indirect Damages:** To the maximum extent permitted by law, in no event will Crow Credit or its affiliates, officers, directors, employees, or agents be liable to you or your law firm for any indirect, consequential, incidental, special, exemplary, or punitive damages arising out of or in connection with the Platform or these Terms. This limitation applies to any lost profits, loss of business opportunity, loss of data, or business interruption, even if we have been advised of the possibility of such damages.

**Cap on Direct Damages:** To the extent permitted by law, Crow Credit's total aggregate liability to you for any and all claims arising from or related to the Platform or these Terms shall **not exceed the amount of fees (if any)** that Crow Credit received from you (for example, any subscription or access fees) in the 12 months preceding the event giving rise to liability, or **\$100**, whichever is greater. If no fees were paid by you to Crow Credit (since Crow Credit may primarily earn from clients, not attorneys), Crow Credit's liability is capped at \$100. This limitation applies regardless of the legal theory of liability (contract, tort, negligence, strict liability, or otherwise).

**Exceptions:** Nothing in these Terms is intended to limit or exclude liability that cannot be limited by law. For example, if applicable law forbids exclusion of liability for gross negligence or willful misconduct, or for death or personal injury caused by negligence, such provisions will not apply to limit Crow Credit's liability in those circumstances. However, **no claim may be brought**

**against Crow Credit in connection with your use of the Platform or these Terms more than one (1) year** after the event giving rise to the claim has occurred, to the extent such a contractual limitation is permitted by law.

You acknowledge that Crow Credit is providing access to the Platform **free of charge or for nominal cost** to you in anticipation of handling referred cases, and that the foregoing limitations are an agreed allocation of risk that forms part of the basis of this arrangement.

## **10. Indemnification**

You agree to **indemnify, defend, and hold harmless** Crow Credit and its affiliates, officers, directors, and employees from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with: (a) your misuse of the Platform or information obtained through it; (b) your breach of these Terms or violation of any applicable law or regulation; or (c) any claim arising from your professional services or advice (or failure to provide services/advice) to any client obtained through Crow Credit's referral. This includes, for example, claims by a client that you committed malpractice or a violation of law in handling their case, or claims by any party that you improperly disclosed confidential information from the Platform.

Crow Credit will promptly notify you of any such claim and reasonably cooperate (at your expense) in the defense. You may not settle any indemnified claim in a manner that imposes any liability or admission of fault on Crow Credit without our prior written consent. Crow Credit reserves the right to participate in the defense with counsel of its own choosing, at its own expense, but such participation will not relieve you of your indemnification obligations.

## **11. Compliance, Privacy, and Security**

**Legal and Ethical Compliance:** You agree to comply with all laws, regulations, and professional ethical rules that apply to your use of the Platform and handling of referred cases.

This includes, without limitation, privacy and data protection laws regarding personal information of clients, and your obligations under state bar rules (such as performing conflict checks, maintaining confidentiality, and providing competent representation). Nothing in these Terms relieves you of your independent responsibilities under those laws and rules. If a requirement of these Terms would cause you to violate an applicable law or ethical rule, you must notify Crow Credit and refrain from the violating action (and such a conflict may be grounds for modification of these Terms or termination of access, as appropriate).

**Privacy Policy:** Our collection and use of any personal information about you (the attorney or law firm) is governed by our **Privacy Policy (Attorney & Law Firm)**, which is incorporated herein by reference. By using the Platform, you acknowledge that you have read and understood that Privacy Policy. In addition, any personal data pertaining to the referred clients that you access through the Platform should be handled in accordance with that Privacy Policy and all applicable data privacy laws. Crow Credit is committed to protecting personal information and complying with U.S. privacy regulations [crowcredit.com](https://crowcredit.com), and we require that you handle any personal data accessed through our Platform with at least the same standard of care.

**Security:** Crow Credit implements industry-standard security measures to protect the Platform and the sensitive data it contains. However, no system is 100% secure. By using the Platform, you acknowledge that there are inherent security risks in internet-based services. **You agree to use reasonable security precautions** in accessing the Platform (for example, using secure networks, protecting your devices with appropriate security software, and not downloading Platform data onto unsecure or public computers). If you become aware of any security incident or suspect that data from the Platform has been compromised, you must immediately notify Crow Credit and provide reasonable cooperation in investigating and remediating the incident.

## 12. Modifications to Terms or Platform

Crow Credit may update or revise these Terms from time to time. We will provide notice of material changes (for example, via email or via a notice on the Platform). The updated Terms

will be posted with a “Last Updated” date. **Continued use of the Platform after a revision becomes effective** constitutes your acceptance of the revised Terms. If you do not agree to the changes, you must stop using the Platform before the updated Terms take effect. No modification or waiver of these Terms by you will be effective unless in writing and signed by both you and an authorized representative of Crow Credit.

Crow Credit also reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part of it) with or without notice. For example, we may change features, impose usage limits, or discontinue support for certain tools. We are not liable to you or any third party for any modification, suspension, or discontinuance of the Platform, provided that if you have prepaid for services that are discontinued, Crow Credit will refund the unused portion of those fees.

## 13. Governing Law and Dispute Resolution

These Terms and any dispute arising under them or relating to the Platform shall be governed by and construed in accordance with the laws of the State of **California**, U.S.A., **without regard to its conflict of law principles**. (Crow Credit’s principal offices are in California [crowcredit.com](https://crowcredit.com), and the Platform is offered to attorneys across the U.S., so California law is selected to provide a consistent legal standard.)

**Venue:** In the event of any dispute or claim between you and Crow Credit arising out of these Terms or the use of the Platform that cannot be resolved informally, such dispute shall be resolved exclusively in the state or federal courts located within **Los Angeles County, California**, and each party consents to the personal jurisdiction of such courts. You and Crow Credit agree to waive any objection based on inconvenient forum or any other jurisdictional objections, to the extent permitted by law.

**Injunctive Relief:** Notwithstanding the above, you agree that a breach of Sections 3 or 6 (pertaining to use of the Platform, confidentiality, and prohibited conduct) may cause irreparable harm to Crow Credit for which monetary damages would be inadequate. In such cases, Crow

Credit may seek injunctive relief or specific performance in any court of competent jurisdiction, without waiving any other remedies to which it may be entitled.

**Attorneys' Fees:** In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief granted.

## 14. Miscellaneous

**Entire Agreement:** These Terms, together with the incorporated Privacy Policy and any additional guidelines or policies provided to you via the Platform, constitute the entire agreement between Crow Credit and you regarding your use of the Platform, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us regarding the same.

**Severability:** If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be construed, limited, or, if necessary, severed to the extent necessary, and the remainder of these Terms will remain in full effect. The Parties agree that any invalid or unenforceable provision will be reformed to reflect the Parties' original intent as closely as possible.

**Waiver:** Crow Credit's failure to insist on or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right [go.adr.org](https://go.adr.org). Any waiver of a provision by Crow Credit on one occasion shall not waive any other provision, or the same provision on any other occasion.

**Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Crow Credit. We may assign these Terms (in whole or part) as part of a merger, acquisition, sale of assets, or by operation of law, or to any affiliate or as part of a reorganization, and will notify you if such assignment occurs. These Terms bind and inure to the benefit of the respective successors and permitted assigns of the parties.

**No Third-Party Beneficiaries:** These Terms do not confer any rights or remedies on any person other than you and Crow Credit, except as expressly stated otherwise. Clients whose cases are referred are not third-party beneficiaries of these Terms (their rights with respect to Crow Credit are governed by separate agreements and law).

**Contact Information:** If you have any questions or concerns about these Terms or the Platform, you may contact Crow Credit at:

- *Address:* 5201 E Gage Ave, #211, Bell, CA 90201, USA [crowcredit.com](https://crowcredit.com)
- *Email:* administrator@crowcredit.com [crowcredit.com](https://crowcredit.com)
- *Phone:* +1 (909) 909-3342