

Crow Credit – Privacy Policy

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Welcome to Crow Credit, a U.S.-based SaaS platform offering do-it-yourself (DIY) credit repair services and arbitration representation. We value your privacy and are committed to compliance with all relevant federal and state laws. This document contains our comprehensive Privacy Policy, Terms of Service, and related policies (including our Cookie Policy, Arbitration Agreement, Refund Policy, and Attorney Access Disclosure). Please read these policies carefully. By using Crow Credit's website or services, you agree to these terms and practices. If you do not agree, please discontinue use of our services.

Privacy Policy

Crow Credit's Privacy Policy explains what personal information we collect, how we use and share it, and your rights regarding that information. This Privacy Policy is designed to comply with applicable U.S. federal and state privacy laws, including the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), the Virginia Consumer Data Protection Act (CDPA), the Colorado Privacy Act (CPA), the Connecticut Data Privacy Act (CTDPA), the Utah Consumer Privacy Act (UCPA), and relevant federal regulations. We strive to use clear language that is easy to understand while providing all required details.

Information We Collect

We collect various categories of personal information from you when you use Crow Credit, as permitted by law. The types of data we collect include:

Identifiers: Personal details such as your full name, email address, phone number, mailing address, and account username. We may also collect government-issued identifiers (e.g. Social Security number or driver's license number) when necessary to verify your identity for credit disputes or arbitration. These identifiers help us confirm your identity and communicate with you.

Financial and Credit Information: Details related to your financial and credit profile. For example, we collect credit report information (including credit bureau reports, account histories, balances, and negative items you wish to dispute) and credit scores if you provide them. We also collect payment information (such as your credit/debit card number or other billing data) for subscription or service fees. This information is used to perform credit repair services (like drafting dispute letters regarding your credit accounts) and to process payments for our services.

Internet or Network Activity: Information about your use of our website or platform. This includes IP addresses, device identifiers, browser type, operating system, and browsing behavior on our site. We collect data on which pages you visit, actions you take (e.g. clicking interface buttons or uploading documents), and the dates/times of access. We may also capture log-in activity and error logs to ensure the platform's security and functionality. Some of this information is collected via cookies and similar tracking technologies (see our Cookie Policy below for details).

Geolocation Data: General location information inferred from your IP address or mobile device (if you use a mobile app or location-enabled service). This is typically approximate location (e.g. city or state) and not precise GPS data. We use location data to detect potential fraud (for example, to see if a login occurs from an unusual region) and to comply with state-specific legal requirements.

Inferences and User Profile: We may derive or compile insights about you from the information above. For example, we might generate an internal profile indicating the types of credit issues you face (such as identity theft or high debt) to personalize our guidance. We might also classify users by categories (such as "high dispute volume" or "seeking arbitration") to improve our services. These inferences help us tailor the user experience but do not involve any automated decisions that produce legal or similarly significant effects without human review.

Sensitive Personal Information: Some of the data we collect is considered sensitive under certain laws – for instance, your Social Security number, government ID, or account login credentials. We collect such information only as needed to provide our services (for example, we use your Social Security number and ID copies to verify your identity with credit bureaus when submitting disputes, as required). We do not use or disclose sensitive personal information for purposes other than providing our credit repair and arbitration services or as otherwise permitted by law. (For instance, we do not use your sensitive info for targeted marketing or building consumer profiles beyond your credit repair needs.) If any law requires opt-in consent to process sensitive personal data, we will obtain your consent as required (e.g. Virginia and Colorado laws require consent for processing sensitive data).

Note: Crow Credit does not collect biometric data (such as fingerprints, facial recognition data, or voice prints) and does not intentionally collect data on protected characteristics like race, religion, or health status, unless you voluntarily provide information that might incidentally reveal such attributes. We also do not knowingly collect information from children under 13, and our services are not directed to minors (see Children's Privacy below).

Purpose of Collection and Use of Personal Data

We collect and use personal data solely for legitimate and disclosed purposes in connection with our credit repair and arbitration services. Below is an overview of how we use the categories of information:

Providing and Improving Services: We use your information to deliver Crow Credit's core services – for example, to generate dispute letters on your behalf, to submit those letters to credit bureaus or creditors, to track your dispute rounds, and to facilitate arbitration proceedings if necessary. This includes using your credit information and identifiers to draft accurate dispute content and to correspond with credit reporting agencies in your name. We also use data to operate, maintain, and improve our platform's functionality (e.g. troubleshooting bugs, analyzing usage patterns to enhance the user interface).

User Communications: We use contact information (email, phone) to send you service-related communications. These include confirmation emails, updates on the status of your disputes or arbitration, notifications when action is needed (such as approving a draft letter within the 24-hour window), and responses to your inquiries. We may also send educational materials or tips about credit repair. You can opt out of non-essential promotional emails at any time.

Account Management and Security: Personal identifiers and log-in data are used for account creation, authentication, and security purposes. For example, we require an email and password for you to create an account and sign in securely. We monitor device/IP data to detect suspicious logins and may use multi-factor authentication or verification questions (which could involve personal info) to protect your account. We also use data to enforce our Terms of Service and prevent fraudulent or illegal activities on the platform.

Payment Processing: Financial information such as your payment card details are used to charge you for the subscription or services you purchase. Crow Credit uses third-party payment processors compliant with Payment Card Industry (PCI) standards to handle your transactions securely – we do not store your full card number on our own servers beyond what is necessary for record-keeping. Billing-related data (like your billing address or transaction history) is used for invoicing, receipt issuance, and handling any billing disputes or refunds.

Legal Compliance and Dispute Resolution: We may use your personal data as necessary to comply with applicable laws and regulations. For example, we retain copies of communications and contracts to meet record-keeping requirements under the Credit Repair Organizations Act (CROA) and state laws. If we are required by law enforcement or regulatory authorities to provide information, we will only do so as allowed by law. Additionally, if a dispute arises between you and Crow Credit, or if we pursue arbitration or other legal remedies on your behalf, we will use relevant personal information to establish facts and evidence as needed.

Analytics and Product Development: We use internet activity data and cookies to understand how users interact with our website and services. This helps us analyze which features are useful, diagnose technical issues, and improve the platform's performance and design. We may also aggregate data (in a way that does not personally identify you) to compile statistical information about our user base or market our services (e.g. "X number of disputes filed per month"). Personal identities are not revealed in aggregated insights.

Marketing and Personalization: With your consent where required, we may use certain information for marketing purposes. For instance, we might use your email to send newsletters or promotional offers for Crow Credit's services. We might also use cookies and third-party advertising tools to show you relevant ads for Crow Credit on other websites (see "Cookie Policy" below). Any targeted advertising uses will involve sharing minimal data (like a cookie identifier or hashed email) with our advertising partners, and you have the right to opt out of these practices as described under Your Rights below. We do not sell your personal information for monetary compensation to any third party .

We will not collect additional categories of personal data or use the collected data for materially different, unrelated, or incompatible purposes without providing you notice and obtaining your consent where required.

How We Share Your Information

Crow Credit may disclose (share) personal information to third parties in the following circumstances, consistent with applicable law. We do not disclose your information to third parties for their own direct marketing purposes, and we do not sell your personal information for money. However, some data sharing necessary for our services or advertising may be considered a "sale" or "share" under certain privacy laws (particularly under California's definitions), so we want to be transparent about these practices.

Categories of Third Parties with Whom We Share Data:

Service Providers (Processors): We employ trusted third-party companies to perform functions on our behalf, under contract and only as necessary to provide our services. These include:

Payment Processors: to securely handle credit card transactions and subscription billing.

Cloud Hosting and IT Providers: to store data and ensure our website and application run reliably. Your data (including personal info and documents) may be stored on third-party cloud servers (for example, on reputable platforms like Amazon Web Services or Microsoft Azure) with robust security.

Communications Services: to send emails, texts, or notifications (e.g. an email service to deliver account alerts).

Letter Delivery/Printing Services: If we mail dispute letters or documents on your behalf, we might use a mailing service or print shop, sharing the necessary info (your name, address, and letter content) to print and send the correspondence.

Analytics Providers: such as Google Analytics (see Cookie Policy) that collect site usage data to help us understand and improve user interactions. These providers use cookies or similar

tech to gather information about how you navigate our site, which we use for analytics purposes.

These service providers act on our instructions and are not allowed to use your data for their own purposes. We contractually require them to protect your information and use it only for the specified service.

Affiliate and Partner Attorneys (Arbitration Representation): One of the unique features of Crow Credit's service is providing access to licensed attorneys for arbitration and legal dispute resolution. If your case requires escalation to arbitration or other legal action, we will share necessary personal information and case files with a third-party attorney or law firm that we partner with. This will typically include the information needed to pursue your case: your contact details, facts about your dispute (including credit report items and any evidence/documentation), and relevant communications. By initiating our service, you consent to this sharing of your information with the attorneys for the purpose of obtaining legal representation in arbitration (see Attorney Access Disclosure below for more details). The attorneys are independent professionals who are obligated to maintain your information confidentially. They will use your data solely for evaluating and arguing your case in arbitration or related legal proceedings.

Credit Bureaus and Creditors: A core part of our service is sending dispute letters on your behalf to credit bureaus (such as Equifax, Experian, TransUnion) and potentially to creditors or debt collectors who reported the disputed information. Those letters necessarily include personal information – at minimum, your name, address, and partial Social Security number or other identifying info, so the recipient can locate your credit file . They also include details of your dispute (account numbers, issues you're raising, etc.). When we send these letters (either by mail or electronically), we are sharing your information with those third parties as an intended part of the service. Note that credit bureaus and furnishers are regulated entities who will use the information in your letters only to investigate your disputes, as required by the Fair Credit Reporting Act. We do not control how they handle data internally, but they are not allowed to use your dispute for unrelated purposes. We only share with such parties when you have authorized us to do so by requesting the dispute.

Legal or Regulatory Disclosures: We may disclose personal information when required to do so by law or in response to valid requests by public authorities. For example, if the Federal Trade Commission (FTC), a state Attorney General, or another regulator with jurisdiction (like the California Privacy Protection Agency) lawfully requires us to provide information as part of an investigation, we will comply to the extent the law compels us. Similarly, if we receive a subpoena or court order, we may need to provide responsive data. We will attempt to notify you of such demands when allowed, and will object to overly broad or inappropriate requests as permitted by law.

Business Transfers: In the event that Crow Credit is involved in a merger, acquisition, sale of assets, or reorganization, your personal information may be transferred to the successor or acquiring entity as part of that transaction. If such a transfer occurs, the use of your personal data will still be subject to this Privacy Policy (unless you are notified of changes and given a

chance to opt out or consent as required). We will provide notice on our website or via email if your information becomes subject to a different privacy policy due to a business transaction.

Other Third Parties with Your Consent: Aside from the above, we will only share your personal information with third parties if you direct us to or expressly consent to such sharing. For instance, if you choose to integrate Crow Credit with another service or request that we send your data to a financial advisor or credit counselor, we will do so only with your authorization.

We want to clarify that Crow Credit does not sell your personal information in the traditional sense (exchange for money). We also do not share your personal information for cross-context behavioral advertising unless you have been informed and given a chance to opt out. In the context of CPRA (California law), “sharing” refers to disclosing info to third parties for targeted advertising. We may use advertising cookies or platforms (see Cookie Policy) to advertise our services, which could technically be considered a “share” of identifiers or internet activity for advertising. To the extent that we engage in such activity, California residents have the right to opt out of the sharing of their personal data for targeted advertising purposes.

Sale or Sharing of Personal Information and Your Opt-Out Rights

As stated, Crow Credit does not sell personal data for monetary value to data brokers or unaffiliated companies. We will not exchange your information for money. The only transfers of data are those described above which are for our business purposes or at your direction.

That said, we are obligated to inform you of your rights to opt out of any “sale” or “sharing” of your personal information under applicable law:

Under the CCPA/CPRA (for California residents), you have the right to direct us not to sell your personal information to anyone and not to share your personal information for cross-context behavioral advertising. We honor this. If in the future Crow Credit were to engage in any practice that qualifies as selling or sharing personal info under California law, you have the right to opt out of it at any time.

We have provided a “Do Not Sell or Share My Personal Information” link on our website homepage (and in this Privacy Policy footer) in accordance with California law . By clicking that link, you can initiate an opt-out of any sale or sharing of your data. You may also submit an opt-out request by emailing us at privacy@crowcredit.com with the subject “Do Not Sell or Share” and your name and associated account email. Once we process your request, we will not sell or share your personal data unless you later give permission (and as required, we would wait at least 12 months before asking you to re-authorize any sale after an opt-out).

If we use cookies or advertising pixels that share data for targeted advertising, those can be controlled via our cookie consent manager or by sending us a global privacy control signal. We recognize browser signals like the Global Privacy Control (GPC) as a valid opt-out of sale/sharing under California law, as applicable. If our site detects a GPC signal from your browser, we will treat it as a Do Not Sell or Share request .

Under other state laws (like Colorado, Connecticut, Virginia, and Utah), you also have the right to opt out of the sale of personal data and the use of your data for targeted advertising. We extend our Do Not Sell or Share mechanism to all U.S. consumers from those states as well. In practice, if you opt out via our website link or by contacting us, we will cease any sharing of your personal data with third-party advertising networks and cease any selling (which we don't do anyway). In states where "sale" is defined strictly as monetary exchange (e.g. Utah's law defines sale as exchange for monetary consideration), we already do not engage in that. Regardless, we offer the opt-out universally for transparency and compliance.

We confirm that we do not have actual knowledge of selling personal information of consumers under 16 years of age. We do not offer our service to minors, and we do not knowingly collect or sell data of anyone under 16.

Additionally, under the CPRA, consumers can request to limit the use of their Sensitive Personal Information if it's used for purposes beyond what is necessary to provide the requested services. As noted above, Crow Credit only uses sensitive data like Social Security numbers strictly for identity verification and service fulfillment, which are considered "necessary" purposes. We do not use sensitive data to infer characteristics about you or for secondary purposes such as marketing. Therefore, we do not currently need to provide a 'Limit Use of Sensitive Personal Information' link because we are not using your sensitive data for purposes that California law would require us to offer a limitation. If that changes, we will update our policy and honor the appropriate rights.

Your Privacy Rights and Choices

You have a number of rights regarding your personal information. These rights vary by state and law, but Crow Credit is committed to honoring all applicable rights for all our users to the extent feasible. The section below describes your rights under various U.S. state privacy laws and how you can exercise them.

Rights for California Residents (CCPA/CPRA):

If you are a California resident, you have the following rights under the CCPA/CPRA:

Right to Know (Access): You have the right to request that we disclose the specific pieces of personal information we have collected about you, as well as additional details about our data practices. This includes the categories of personal information we've collected, the categories of sources of that information, the business or commercial purposes for collection, and the categories of third parties with whom we share your information . Upon verifying your request, we will provide a report detailing this information (covering at least the 12-month period prior to your request, and beyond that if feasible, as CPRA requires) . You may request this information up to two times in a 12-month period, free of charge.

Right to Access Specific Information: As part of your right to know, you can request a copy of the specific personal data we have on you in a portable format. We will provide this, often via a secure electronic file.

Right to Delete: You have the right to request deletion of personal information we have collected from you, with certain exceptions. Once we verify your identity and confirm your request, we will delete the personal information we have about you from our records (and direct our service providers to do the same), unless an exception applies. For example, we may retain data required for ongoing services (if you're still a customer), to comply with legal obligations (such as maintaining records of transactions under financial laws), to detect or prevent fraud, or for other internal uses that are compatible with the context in which you provided the data (all as permitted by CCPA/CPRA). If an exception applies, we will inform you.

Right to Correct: Under the CPRA, California residents have the right to request that we correct inaccurate personal information that we maintain about you. If you believe any of your data in our records is incorrect or outdated (for example, your contact details), you may request a correction. Upon verification, we will correct the information as you direct, taking into account the nature of the personal information and the purposes for which we process it. We may need to verify the accuracy of the new information you provide before making the correction.

Right to Opt Out of Sale or Sharing: You have the right to opt out of the sale of your personal information to third parties, and the right to opt out of us sharing your information for cross-context behavioral advertising (targeted advertising). As described above, we provide a "Do Not Sell or Share" link for you to exercise this right. Once you opt out, we will refrain from selling or sharing your data unless you later opt in. (Because we generally do not sell data, this primarily relates to advertising cookies which you can control via the provided mechanisms.)

Right to Limit Use of Sensitive Personal Information: If we ever use or disclose your sensitive personal info (e.g. SSN, financial account info) for purposes beyond what is necessary to provide our services or as otherwise allowed (such as if we started using precise geolocation or racial data for additional purposes), California residents would have the right to limit such use. We reiterate that currently we do not use sensitive info for secondary purposes, so all use is considered necessary and exempt from this requirement. However, we would honor any valid request to limit use of sensitive info should our practices change.

Right to Non-Discrimination: We will not discriminate against you for exercising any of your CCPA rights. This means we will not deny you our services, charge you a different price, or provide a different level of quality simply because you exercised your rights. However, please note that if deletion of certain data makes it impossible for us to continue providing service (for instance, if you ask us to delete all your account information), we may need to deactivate your service. But we will not impose penalties or negative consequences for legitimate privacy requests.

Authorized Agent: You have the right to designate an authorized agent to make requests on your behalf. If you choose to use an authorized agent (such as a representative or attorney) to submit a request to know, delete, or correct, we will take steps to verify that the person is properly authorized. Typically, this means if an agent sends us a request, we may ask for written permission from you or a power of attorney, and we will still need to verify your identity directly (or verify the agent's authority via a signed permission and maybe call you) as required by California law (CPRA regulations detail these procedures). We will work with you and your agent to fulfill verified requests.

Rights for Virginia Residents (CDPA):

If you are a Virginia resident, the Virginia Consumer Data Protection Act provides you the following rights :

Right to Confirm and Access: You can confirm whether or not we are processing your personal data and gain access to that data in a portable and readily usable format. Essentially, like California, you can ask for a copy of the data we have about you and information about how we use it.

Right to Correct: You may request that we correct inaccuracies in your personal data, taking into account the nature of the data and purpose of processing. We will correct any verified inaccuracies you identify.

Right to Delete: You can request deletion of personal data that you have provided to us or that we have obtained about you. Virginia's law requires deletion of all personal data concerning you, not just that collected from you . We will honor this by deleting data from our systems (subject to exemptions). Some data may be retained as allowed by law – for example, information needed to complete our contract with you or to comply with legal obligations.

Right to Data Portability: You have the right to obtain a copy of your personal data you previously provided to us, in a format that allows you to transmit it to another entity. We will provide your data in a commonly used electronic format (such as JSON or CSV files) that should be reasonably usable.

Right to Opt Out of Certain Processing: Virginia residents can opt out of (i) the sale of personal data, (ii) the processing of personal data for targeted advertising, and (iii) profiling in furtherance of decisions that produce legal or similarly significant effects concerning you . We do not engage in profiling decisions of that nature (no automated denial of services, etc.), but if we did, you could opt out. For targeted advertising and sales, our opt-out mechanisms (the "Do Not Sell or Share" link or contacting us) will cover these. If we ever started profiling for things like creditworthiness without human involvement, we would give you an opt-out choice for that as well.

Right to Appeal: If we decline to act on your request (for example, if we deny a deletion request due to an exemption), Virginia law gives you the right to appeal our decision. We will

provide instructions if we deny a request – essentially, you can contact us within a reasonable time (e.g. 60 days) and request an appeal, and we will have a fresh review of the decision . We will respond to the appeal within 60 days explaining our decision. If your appeal is denied, we will inform you that you can contact the Virginia Attorney General or another designated body to lodge a further complaint .

Virginia law also requires opt-in consent to process “sensitive data” (defined to include personal data revealing racial or ethnic origin, health info, etc., as well as precise geolocation and the like) . As mentioned, Crow Credit would obtain your consent before processing any sensitive personal data beyond what’s necessary. For example, if we were to request something like precise geolocation or health-related info (which we normally would not), we would ask for your explicit consent first.

Rights for Colorado Residents (CPA):

Colorado’s privacy law (CPA) grants consumers rights very similar to Virginia’s :

Right of Access: Colorado residents can request confirmation whether we process their personal data and access to that data. We will provide you with your data and details of our processing as described above.

Right to Correct: You may request corrections to inaccurate personal data we hold about you, and we will update it accordingly.

Right to Delete: You can request deletion of personal data we have collected from or about you. Colorado, like Virginia, expects deletion of all personal data about you (regardless of source) upon a valid request, and we will comply unless an exemption applies.

Right to Data Portability: Upon request, we will provide your personal data in a portable, readily usable format that you can transmit to another entity (to the extent technically feasible).

Right to Opt Out: Colorado residents have the right to opt out of (i) sales of personal data, (ii) processing for targeted advertising, and (iii) profiling in furtherance of decisions that produce legal or similarly significant effects . We extend the same opt-out processes (website link or email request) to Colorado residents. Additionally, starting July 1, 2024, the Colorado CPA requires us to honor universal opt-out mechanisms (like a browser signal) for opt-out preferences , and we are committed to compliance with that requirement ahead of time.

Right to Appeal: Like Virginia, Colorado requires an appeals process. If we deny your request, you may contact us to appeal within a reasonable period. We will review the case and respond within 45 days of the appeal, informing you of our decision. If the appeal is denied, we will provide any required information on contacting the Colorado Attorney General.

Colorado also considers certain data “sensitive” (racial origin, health, biometrics, etc.) and requires consent for processing such data . Crow Credit will not process sensitive data without consent in Colorado. For example, if we hypothetically asked for biometric verification (which we do not currently do), we would only proceed if you affirmatively consented.

Rights for Connecticut Residents (CTDPA):

Connecticut’s law (effective July 1, 2023) provides rights that closely mirror Colorado and Virginia :

Right to Access: You can obtain confirmation of whether we process your personal data and access to that data.

Right to Correct: You may have us correct inaccuracies in your personal data.

Right to Delete: You can request deletion of personal data provided by or obtained about you . (Connecticut’s law explicitly allows you to request deletion of data not just provided by you but also collected about you, which we will honor .)

Right to Data Portability: You can obtain a copy of your personal data in a portable and usable format.

Right to Opt Out: Connecticut residents can opt out of (i) sales of personal data, (ii) processing for targeted advertising, and (iii) profiling in furtherance of solely automated decisions that have legal or similarly significant effects . As with other states, we provide mechanisms to opt out of those, and currently we do not engage in automated profiling decisions.

Right to Appeal: If we refuse your request, you can appeal our decision within 60 days. We will respond to appeals within 60 days explaining our decision, and if denied, inform you of how to contact the Connecticut Attorney General’s office.

Connecticut also requires opt-in consent for processing sensitive personal data , similar to VA and CO. We will seek your consent first if we ever need to handle sensitive data beyond what you gave us. Also, Connecticut specifically requires that if you request deletion, we also delete personal data collected about you (not just what you provided) – which we will do as stated.

Rights for Utah Residents (UCPA):

Utah’s Consumer Privacy Act (effective Dec 31, 2023) provides a more limited set of rights :

Right to Access: You can confirm if we process your personal data and request access to such data. We will provide you a summary of the personal data we have about you, similar to

other states.

Right to Delete: You have the right to request deletion of personal data you provided to us . Utah's law is narrower on deletion than some others – we are required to delete information you have supplied directly. We will also attempt to delete other data about you not provided by you if feasible, but note that the law doesn't obligate deletion of data we obtained elsewhere. Nonetheless, Crow Credit's policy is to honor deletion requests broadly, so we will treat it similar to other states and delete what we can across the board (subject to legal exceptions).

Right to Data Portability: You can obtain a copy of the personal data you provided to us, in a portable and (to the extent practicable) readily usable format, allowing you to transmit it to another controller.

Right to Opt Out: Utah residents may opt out of (i) the sale of personal data and (ii) the processing of personal data for targeted advertising . Utah defines "sale" strictly as exchange for monetary consideration , which we do not do. Regardless, we include Utah in our opt-out link coverage. Utah's law does not provide an opt-out of profiling, nor does it grant a right to correction of data – please be aware of these differences. (If you need something corrected in your info, you can still ask us and we will typically accommodate, even though Utah law doesn't mandate it.) Utah also does not require an appeals process for denied requests .

No Right to Correction or Appeal: As noted, UCPA does not include rights to request correction of data or to appeal a business's decision on a privacy request . Also, Utah does not require businesses to recognize global opt-out signals automatically . Nevertheless, Crow Credit will endeavor to keep your information accurate and will honor correction requests as a courtesy, and we will treat recognized browser signals in a consumer-friendly manner where possible.

Regardless of these state variations, Crow Credit's philosophy is to provide these rights to all our users where possible. Even if you are not a resident of the above states, you may contact us with requests to access or delete your data, etc., and we will do our best to honor them (though our legal obligation might not be enforceable for non-residents, we aim to be transparent and accommodating).

We will not charge you for exercising your rights, with two caveats: (1) if you make repetitive or excessive requests, allowed by law we might charge a reasonable fee or refuse the request, but we will inform you of that in such a case; (2) Utah allows charging a fee for subsequent requests beyond the first in a 12-month period , but we currently do not intend to charge any fees for reasonable requests.

How to Exercise Your Rights

Submitting Requests: To exercise any of the privacy rights described above, please contact us through one of the following methods:

Online Request Form: [If we have a web form, link it here]. (Currently, you may use the email method below as we implement a web form.)

Email: You may email our privacy team at privacy@crowcredit.com. Please state your name, the email associated with your Crow Credit account, and which right you wish to exercise (e.g., "California Access Request" or "Virginia Opt-Out Request"). You can simply describe your request in plain language too, such as "Please send me a copy of my data" or "Please delete my account information."

Telephone: You may also call our toll-free support number at (XXX) XXX-XXXX and inform us you want to make a privacy request. (This option is provided for compliance with CCPA which requires a toll-free number for certain businesses. If calling, please be prepared to provide information for verification.)

Authorized Agent: If you are using an authorized agent (for California requests), the agent should provide proof of authorization (such as a signed permission from you or a valid power of attorney). We may also contact you to verify that the agent is acting with your permission.

Verification Process: For your privacy and security, we need to verify your identity when you make an access, correction, or deletion request (and certain opt-out requests if we suspect fraud). The verification steps may vary depending on our relationship:

If you have a password-protected account with us, we may verify your request through the existing account authentication (for instance, requiring you to log in and re-authenticate, or respond to a verification email).

If you do not have an account or if the request is through email, we might ask you to provide at least two or three pieces of information that we can match with our records (such as your recent transaction amount, last four digits of your credit card on file, or other profile info). This is to ensure we are providing data to the correct person.

For highly sensitive requests (like obtaining specific pieces of data), we may require a more stringent verification (e.g., a signed declaration under penalty of perjury that you are the consumer whose data is requested, as permitted by California law).

We will only use the information you provide in a request to verify your identity or authority to make the request and to log our compliance.

Response Timeframe: We will respond to your privacy request as soon as we reasonably can, generally within 45 days of receiving it . If we need more time (up to an additional 45 days, for a total of 90 days), we will inform you of the reason and extension period in writing . For example, if a request is complex or we receive many requests at once, an extension might be needed. Rest assured, we will keep you updated on the status.

If you have an account with us, we will deliver our written response to that account (for instance, through a secure in-app message or email). If not, we will mail or email it per your preference. Any disclosures we provide will cover the 12-month period preceding the request,

or as required by law (note that under CPRA, you can request data beyond 12 months in some cases, and we will accommodate to the extent feasible).

If we cannot fulfill your request, either in whole or in part, we will explain the reasons. For example, if you request deletion but we must retain certain records for legal compliance, we will let you know. If we deny a correction request, we'll explain why we believe the data is accurate or cannot be changed.

Appeals (for VA, CO, CT): If you are unsatisfied with our decision on a privacy request (such as a denial of deletion), you may appeal by contacting us at privacy@crowcredit.com and stating that you are appealing a prior decision. Please include your original request and our response. We will have a different team member review the appeal, and will respond within 60 days with a decision and explanation. If the appeal is denied, and you are a resident of a state that provides further recourse (like Virginia or Colorado), we will inform you that you can lodge a complaint with your state Attorney General's office and provide you with their contact information.

Cookie Policy and Online Tracking

Crow Credit uses cookies and similar tracking technologies on our website to ensure it functions properly, to understand and improve user experience, and to support marketing efforts. This section explains our use of cookies and your choices.

What Are Cookies? Cookies are small text files placed on your device when you visit a website. They serve a variety of purposes, such as keeping you logged in, remembering your preferences, and collecting information about your interactions with the site. We also use related technologies like web beacons (tiny graphics that track actions) and local storage. For simplicity, we refer to all these as "cookies."

Types of Cookies We Use:

Essential and Functional Cookies: These are necessary for our website to operate and to provide core features. For example, when you log into your Crow Credit account, we set an authentication cookie to maintain your session so you don't have to re-enter your credentials on every page. Functional cookies also remember your preferences (such as language selection or interface customizations) and enhance usability. Without these cookies, certain features (like the user dashboard or secure account areas) would not work correctly.

Analytics and Performance Cookies: We use these to collect information about how visitors use our site. For instance, we utilize Google Analytics (a web analytics service provided by Google) to gather data on pages viewed, time spent on site, website errors, and other usage statistics. This helps us understand which parts of our site are popular and which might need improvement. The information collected is aggregated and does not directly identify you. It

includes data like your IP address, browser type, referring URLs, and general geographic region. We use this data to improve site performance and design.

Advertising and Targeting Cookies: Crow Credit may use advertising cookies or pixels to help deliver and measure the effectiveness of our marketing campaigns. For example, we might use Google Ads or Facebook Pixel to show ads about Crow Credit to users who have visited our site or to reach new audiences with similar interests. These cookies record that you visited our site or interacted with certain content, and they may also track your browsing across other sites to tailor ads (this is known as cross-context behavioral advertising). The data collected might include pseudonymous identifiers (like a cookie ID or device ID) and browsing information. Important: We do not share personally identifying details (like your name or SSN) in these advertising cookies; they deal with device and behavior data. Nonetheless, because advertising cookies involve sending data to third-party advertisers, it is considered a “share” under CPRA. We provide you the ability to opt out of these (see Your Choices below).

Third-Party Cookies: Some cookies on our site are set by third parties we partner with. For example:

Google Analytics sets cookies (like `_ga`, `_gid`) to collect usage statistics as mentioned.

If we embed any video content (e.g., a YouTube tutorial), that third-party might set cookies on their own to track video views.

Our chat support widget (if we have one for customer support) might use a cookie to manage the chat session.

Social media “share” buttons, if present, could set cookies if you interact with them.

Third-party cookies are controlled by the providers of those services. We ensure that any third-party we allow to set cookies is reputable and compliant with privacy laws. However, their use of the data will be governed by their own privacy policies (for instance, Google’s or Facebook’s policies).

Your Choices for Cookies:

Cookie Consent Banner: When you first visit our website (or after significant changes), you will see a cookie notice or banner. In regions where consent is required (like under certain state laws or if we choose to follow GDPR standards for all users), this banner will allow you to accept or reject non-essential cookies. You can choose not to allow certain categories of cookies (like analytics or advertising). Note that essential cookies may be exempt from consent because the site won’t function without them.

Browser Controls: Most web browsers let you manage cookies through their settings. You can typically block or delete cookies. For example, you can set your browser to refuse all third-party cookies or to delete cookies whenever you close it. You can also clear existing

cookies at any time. Please be aware that if you disable cookies entirely, our website may not function properly – you might not be able to log in or use certain features (as essential cookies will be blocked). Therefore, we recommend allowing at least the necessary cookies.

Opt-Out Mechanisms: For analytics, Google provides an opt-out browser add-on (the Google Analytics Opt-out Browser Add-on) which you can install to prevent Google Analytics from using your data on our site and others. For advertising cookies, industry groups offer websites where you can opt-out of interest-based advertising from participating companies – for example, the DAA's YourAdChoices website or the NAI's opt-out page. Keep in mind, opting out of targeted ads does not mean you will see no ads at all; you may still see generic ads or targeted ads from companies not included in those programs.

Global Privacy Control (GPC): As mentioned, if your browser or extension is broadcasting a GPC signal, we will interpret that as an opt-out of sale/sharing, which includes opting out of advertising cookies. In practice, this means we would either not set those advertising cookies or would disable them upon detecting the signal.

Do Not Track: “Do Not Track” (DNT) is a browser setting that signals a preference not to be tracked across websites. There is currently no consensus on how to interpret DNT signals, and we do not respond to DNT alone. Instead, we focus on the specific opt-out signals (like GPC) and direct opt-out mechanisms described above.

Cookie Duration: Some cookies are session cookies (which expire when you close your browser), while others are persistent cookies that stay on your device for a set period or until you delete them. For example, a session cookie might keep you logged in during your visit, whereas a persistent cookie might remember your preferences for future visits. Persistent cookies used for analytics or ads typically last anywhere from a few days to a couple of years, depending on their function. You can see specific durations in your browser's cookie storage.

By using our site without opting out or disabling cookies, you consent to our use of cookies as described in this policy. You can change your cookie settings at any time by using the above methods.

Data Retention

We retain personal information for as long as necessary to fulfill the purposes for which it was collected, as outlined in this policy, unless a longer retention period is required or permitted by law. The specific duration will vary depending on the type of data and the purposes of processing.

In general:

For customers, we keep your account information and service records while your account is active. If you cancel our services, we will either delete or anonymize your personal data within a reasonable period after cancellation, except for information we must keep for legal reasons or legitimate business purposes.

Data related to disputes and arbitration (like copies of dispute letters, correspondence with credit bureaus, arbitration filings, outcomes, etc.) may be retained as part of our business records. For example, the Credit Repair Organizations Act (CROA) and some state laws might require us to keep a record of your signed agreement and communications for a certain number of years. We also keep records to defend or assert our legal rights if any issues arise later (such as if there's a legal dispute or inquiry about the services provided).

Financial transaction records (payments, invoices, refunds) are generally retained for at least seven (7) years for tax and accounting purposes, following IRS guidelines and standard accounting practices.

If you request deletion of your data, we will remove the information from active systems and cease using it. However, we may keep a minimal subset of data as needed: for instance, to prove that we honored your deletion request (email records), for security (to maintain suppression lists of those who opted out of communications to prevent further emailing), or data stored in backups. Backup archives might not be immediately deletable, but they are protected and eventually cycle out and are overwritten. We maintain retention and deletion policies to ensure data is not kept indefinitely.

In summary, we retain what we need and no more. When we determine that personal data is no longer needed, we will either delete it securely or irreversibly anonymize it.

Data Security

Crow Credit takes the security of your personal information seriously. We have implemented administrative, technical, and physical safeguards designed to protect your data from unauthorized access, use, or disclosure. These measures include:

Encryption: We use encryption to protect personal data in transit and at rest. For example, our website is served over HTTPS, which encrypts data transmitted between your browser and our servers (such as when you enter your password or other personal info). Sensitive fields like passwords are stored hashed, and any documents you upload (like IDs) are stored in encrypted form on our servers or cloud storage.

Access Controls: We restrict internal access to personal data to only those employees, contractors, or service providers who need it to perform their job duties (principle of least privilege). Our staff are trained on confidentiality and security practices. All access to systems containing personal data is protected by strong authentication (passwords, two-factor authentication) and logged for security monitoring.

Network & System Security: Our platform and databases are protected by firewalls and monitoring systems to guard against external attacks. We regularly update our software and systems to patch vulnerabilities. We use anti-virus and anti-malware solutions where appropriate, and actively monitor for potential security events.

Testing and Auditing: We periodically conduct security assessments, such as vulnerability scans and penetration testing, to evaluate the strength of our defenses. We also review our third-party service providers' security measures to ensure they meet our standards (for instance, checking that data centers have appropriate certifications like SOC 2, ISO 27001, etc.).

Data Backups: We maintain secure backups of critical data to ensure recoverability. Backup data is encrypted and stored separately to prevent data loss and to provide continuity in case of an incident.

While we employ robust security measures, it is important to note that no method of transmission over the Internet, or method of electronic storage, is 100% secure. We cannot guarantee absolute security of your data. However, we continuously strive to protect your information and update our security practices to tackle new threats.

You also play a role in security. Please maintain the confidentiality of your account credentials. Do not share your password, and use a unique, strong password for Crow Credit. If you suspect any unauthorized access to your account or any security vulnerabilities, notify us immediately at security@crowcredit.com (or privacy@crowcredit.com).

In the unfortunate event of a data breach that affects your personal information, we will notify you and any applicable authorities as required by law. We have a breach response plan in place to handle such situations promptly.

Children's Privacy

Our services are not intended for individuals under the age of 18. We do not knowingly collect personal information from children under 13 years of age (or under 16 in California for any sale/sharing of data, which we don't do anyway). If you are under 18, please do not use Crow Credit or provide any information to us.

If we learn that we have inadvertently collected personal information from a child under 13, we will delete that information as soon as possible. If you are a parent or guardian and believe we might have information about a minor, please contact us at privacy@crowcredit.com so that we can investigate and delete it.

Changes to this Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, legal requirements, or other factors. When we make changes, we will post the updated policy on our website and update the “Last Updated” date at the top of this document. If there are material changes in how we handle your data or your rights, we will provide a prominent notice (e.g., by email or a website banner). We encourage you to review this Privacy Policy periodically to stay informed about how we are protecting your information.

Your continued use of Crow Credit after any changes signifies your acceptance of the updated policy, to the extent permitted by law. If you do not agree with any changes, you should stop using our services and contact us to exercise your rights (such as deleting your data).

Terms of Service

These Terms of Service (“Terms” or “Agreement”) govern your use of the Crow Credit platform and services. By creating an account or using Crow Credit in any way, you are agreeing to these Terms. If you are entering into this Agreement on behalf of a company or organization, you represent that you have the authority to bind that entity, and “you” shall refer to that entity. If you do not agree to these Terms, you should not use our service.

These Terms incorporate by reference any supplemental terms and disclosures provided herein, including the Arbitration Clause, Refund and Cancellation Policy, Attorney Access Disclosure, and our Privacy Policy above. In case of any conflict between these Terms and the Privacy Policy, with respect to privacy matters, the Privacy Policy will govern.

1. Description of Service

Crow Credit’s Services: Crow Credit provides an online software platform that assists consumers with credit report dispute resolution and related services, including automated drafting of dispute letters and coordination of arbitration through licensed attorneys when necessary. In essence, Crow Credit is a DIY (do-it-yourself) credit repair and credit advocacy tool – we empower you to identify potential errors or issues on your credit reports and help generate appropriate dispute communications to address those issues. If initial dispute rounds do not resolve the issues, our service extends to facilitating arbitration by connecting you with third-party attorneys who can represent you in binding arbitration proceedings against credit bureaus, creditors, or other relevant parties.

Automated Workflow: Crow Credit operates through a largely automated workflow to streamline the credit repair process. Here’s how it typically works:

You will provide information about your credit issues through our platform (for example, by importing your credit report or manually inputting items you want to dispute).

Our system will automatically generate draft dispute letters or electronic dispute forms tailored to each item and recipient (such as specific credit bureaus or furnishers). This generation uses standard dispute language and strategies based on the information you give and best practices under laws like the Fair Credit Reporting Act.

The platform will present these draft dispute letters to you for review. You have an opportunity to review, edit, or approve each dispute letter before it is sent out. We impose a standard approval window of 24 hours for each draft dispute letter. This means once a draft is generated and made available to you (notified via the app or email), you should review it within 24 hours.

24-Hour Approval Policy: If you approve the letter (by clicking send/approve within the interface) before 24 hours elapse, we will proceed to dispatch the letter to the appropriate credit bureau or creditor. If you neither explicitly approve nor cancel the draft within the 24-hour window, the letter will be deemed approved by you and will be sent automatically after the 24-hour period expires. This policy ensures timely handling of disputes and keeps your credit repair process moving. Please note: You can change the content or cancel a draft within that window at your discretion; after 24 hours with no input, we assume you have no objections.

The disputes are sent via your chosen method (commonly mail or the bureau's online system). Crow Credit will log the time and details of each dispute.

As responses are received (e.g., credit bureau investigation results), you can upload them or input the results. The platform may generate follow-up letters (for subsequent rounds) if needed, and similar review procedures apply for each round.

If after a certain number of rounds (for example, two rounds of disputes) the issue remains unresolved, Crow Credit may recommend escalation to arbitration (which is an out-of-court binding dispute resolution method). At that stage, with your consent, we will forward your case information to a licensed attorney (or law firm) in our network to evaluate and potentially file an arbitration claim on your behalf.

Not a Law Firm / No Legal Advice: Crow Credit itself is not a law firm and does not give you legal advice. The platform provides automated assistance and information to help you exercise your rights under credit reporting laws (for instance, your right to dispute inaccuracies on your credit reports). While we try to educate you on credit repair, nothing on our platform should be taken as personalized legal, financial, or credit counseling advice. If you need such advice, you should consult a qualified professional. The attorneys that may work with you in arbitration are independent third parties (not employees of Crow Credit), and their attorney-client relationship with you is separate from your relationship with Crow Credit. Crow Credit facilitates your connection with those attorneys as part of the service, but Crow Credit does not itself practice law.

No Guarantee of Outcomes: You understand that improving a credit report is a process with inherent uncertainties. Crow Credit cannot and does not guarantee any specific outcome, such as the removal of a particular item or a specific increase in your credit score. We will

provide tools and assistance, but the results depend on many factors outside our control – including the accuracy of the information on your credit reports, the responsiveness of credit bureaus or creditors, and your own financial behavior. We promise to put forth our best efforts on your behalf, but we cannot promise that every dispute will result in a deletion or that arbitration will be successful. Any examples of success cases on our website are illustrative and not a guarantee that similar results will occur in your situation. (We abide by CROA's prohibition on making false or misleading claims about our ability to improve your credit .)

Your Right to Do It Yourself: As required by law, we remind you that you have the right to dispute inaccurate information on your credit reports on your own, for free, without using a credit repair organization . The services we provide are intended to assist you and potentially save you time, but they are not the only method to address credit issues. You could communicate directly with credit reporting agencies and your creditors to attempt to fix errors without paying for our service. We hope to offer value through our automation and expertise, but you are under no obligation to use Crow Credit to dispute your credit information.

2. User Responsibilities and Commitments

By using Crow Credit, you agree to fulfill certain responsibilities to ensure the process works smoothly and legally:

Provide Accurate Information: You agree to provide truthful, accurate, and complete information when signing up and throughout the credit repair process . This includes your personal identifying information, and any details or documentation about your credit accounts or disputes. You must not knowingly provide false information to Crow Credit or in any dispute letter (for example, do not claim an account isn't yours if it truly is, as that would be fraudulent). Submitting false statements in disputes could not only undermine your case but also violate the law. You affirm that all information you input or upload (such as copies of ID, proof of address, credit reports, etc.) is authentic and pertains to you.

Review Communications Promptly: You agree to promptly review all draft dispute letters and other communications that we prepare on your behalf. As noted, there is a 24-hour standard window for approval of dispute letters. It is your responsibility to check your Crow Credit dashboard or email for notifications of pending approvals. If you fail to review a dispute and it is sent automatically after 24 hours, you acknowledge and accept that action. We strongly encourage you to be engaged in the process – your oversight is valuable to ensure accuracy. Similarly, when you receive responses from credit bureaus or creditors (such as investigation results letters), you should promptly relay those to Crow Credit (uploading a copy via the platform or informing your account manager, if applicable) so that we can advise on next steps.

Timely Responses and Cooperation: Throughout the service term, you commit to keeping your contact information up to date and responding to any requests from us or from involved parties. For example, if an attorney working with you needs additional documents or a

signature for arbitration, you should reply in a timely manner. Cooperation is necessary for the multi-step process to work. If you become unresponsive for an extended period, we may pause or terminate your service (after attempts to reach you).

Financial Obligations: You agree to pay the fees for Crow Credit's services as outlined when you signed up (see Section 5 on Fees and Payment). If you are on a subscription, you agree to maintain a valid payment method and understand recurring charges will occur until cancellation. If your payment fails, you will update the payment info promptly. Non-payment may result in suspension of service.

Use of Service for Personal Credit Only: Crow Credit is meant for individuals working on their own personal credit. You agree not to use the service to submit disputes or claims on behalf of someone else (unless you are legally authorized, e.g., you are helping a spouse and have their consent, but even then they should ideally have their own account). If you have joint accounts with someone, both parties can be involved, but each person should enroll separately in general. You also agree not to use Crow Credit for any fraudulent or illegal purpose.

No Harassment or Abuse: You will treat Crow Credit staff, partners, and any other parties involved with respect. If the service provides a community forum or chat, you will not engage in harassment, hate speech, or any behavior that violates our Prohibited Conduct rules (e.g., not uploading unlawful content, not attempting to hack the site, etc.). We reserve the right to terminate users who engage in abusive behavior.

Compliance with Laws: You agree to use our service in compliance with all applicable laws and regulations. This includes credit repair laws, consumer protection laws, and privacy laws. You acknowledge that Crow Credit follows the requirements of the Credit Repair Organizations Act (CROA) and applicable state laws. For example, CROA prohibits us (and you) from making or encouraging any untrue or misleading statements regarding your credit to others. We will not ask you to do so, and you agree you will not ask us to do anything that violates the law. If you are in a state like Georgia where certain credit repair services are restricted, you affirm that your use of Crow Credit does not violate any state-specific law (and if needed, you have consulted local legal advice).

Self-Representation in Disputes: When Crow Credit drafts letters, those letters often come from you directly (with your electronic or physical signature). You grant us the limited authority to prepare communications on your behalf, but you are effectively self-representing in those initial disputes. This means you should not misrepresent Crow Credit as a law firm or as having legal authority beyond a facilitator. We are your agent in preparing and sending letters, but the dispute is between you and the credit bureaus/creditors.

Keep Credentials Secure: You are responsible for maintaining the confidentiality of your Crow Credit account login credentials. Do not share your password with others. If you suspect unauthorized access to your account, you must notify us immediately. We are not responsible for any loss or damage arising from your failure to safeguard your credentials.

3. Fees and Payment Terms

Service Fees: By enrolling in Crow Credit, you agree to pay the fees for the selected plan or service. Our fees may consist of:

A subscription fee (e.g., monthly fee) for ongoing access to the platform and services.

Or package fees for specific deliverables (for example, a flat fee for a certain number of dispute rounds, or separate fees if arbitration is initiated).

At the time of signup, the pricing and terms of your payment were presented. Those are incorporated here by reference. We strive for transparency in fees – there are no hidden charges beyond what was disclosed.

No Advance Fees (CROA Compliance): We comply with the Credit Repair Organizations Act's prohibition on advance payment for credit repair services. This means we will not charge you for any credit repair work before it's fully performed. Typically, our billing is structured either monthly for work that was done that month, or after an initial service stage is completed. For example, if we charge monthly, the fee covers the disputes and support provided in the prior month (or the current month on a month-to-month basis, depending on the model). If we ever offered one-time services, we would only bill after delivering the promised service. Any upfront or setup fee, if charged, will comply with CROA and applicable state laws (some states ban or limit setup fees as well).

Attorney Access Fee: Crow Credit's service fee includes the cost of attorney access and representation in arbitration, should your case require it. In other words, you will not be separately billed by the attorney for fees for the arbitration representation arranged through Crow Credit. We have a financial arrangement with our network attorneys to compensate them out of the fees we collect from you. For transparency: part of your subscription or package fee goes into covering the attorney's work if an arbitration is filed. This means you shouldn't receive any surprise legal bills from the attorney for the arbitration portion. (However, note that if arbitration results in an award that includes attorney's fees or if separate legal work outside the Crow Credit scope is needed, those would be addressed separately – see Arbitration Clause regarding fee-shifting in disputes.)

Payment Methods: You authorize Crow Credit to charge the credit card, debit card, ACH, or other payment method you provided for the agreed fees. If on a subscription, you consent to recurring charges. For example, if it's a monthly plan, you'll be charged each month on the anniversary of your signup (or another disclosed billing date). If any payment fails (insufficient funds, expired card, etc.), we will notify you to update your payment info. We may suspend your access or service until payment is resolved. You are responsible for any bank fees or charges incurred due to payment processing (e.g., overdraft fees if your account didn't have funds).

Refunds: Details on refunds are provided in the Refund and Cancellation Policy section below. In general, we honor the statutory 3-business-day cooling-off cancellation with full

refund . After that period, refunds are limited, and as a policy, we do not provide refunds for services that have already been rendered or completed .

No Charge for Arbitration Case Initiation: In alignment with our commitment and as further described in the Arbitration Clause, Crow Credit will cover certain costs of arbitration. Specifically, if your case goes to arbitration, Crow Credit covers the initial arbitration filing fees and administration fees charged by the arbitration provider (AAA) for consumer cases. This is provided to remove financial barriers for you in pursuing your rights. (If an arbitrator later determines a claim was frivolous, there may be cost consequences as allowed by rules, but we initially take on the fees. See Arbitration section for details.)

Taxes: Our fees do not include any applicable sales, use, value-added, or similar taxes, if any such apply. If required by law, we will collect those taxes and remit them to the proper authorities. For instance, if your state charges sales tax on services, you either agree to pay the tax or provide a tax-exempt certificate. We will let you know if any taxes are added.

Changes to Fees: We reserve the right to change our pricing or introduce new charges with advance notice. For subscription customers, we will notify you reasonably in advance (for example, by email 30 days before a rate increase) and such changes will apply after the notice period. If you do not agree with a price change, you may cancel before the new fees take effect. Continued use after the effective date of the fee change constitutes acceptance.

4. Cancellation and Refund Policy

We want you to be satisfied, but if you decide to cancel your Crow Credit service, here are the policies regarding cancellation and refunds:

Right to Cancel within 3 Business Days: After you sign up for our services (which is typically when you sign the service agreement or electronically accept these terms), you have an unconditional right to cancel this contract within three (3) business days (excluding weekends and national holidays) and receive a full refund . This is your “cooling-off” period guaranteed by federal law. You do not need to give any reason to cancel during this period, and there is no penalty or obligation. To cancel within the 3-day window, you must send us a notice of cancellation by email to support@crowcredit.com or via the designated cancellation feature in your account, by midnight of the third business day. We will acknowledge your cancellation request and process your refund of any amount paid. Refunds for timely cancellations will be returned to your original payment method within 5-10 business days (processing times may vary based on bank).

Example: If you signed up on Monday, you have until 11:59 PM on Thursday of that week to cancel; if you signed up on Friday, you have until Wednesday of the following week (assuming no holiday in between).

Upon cancellation within this window, your account will be closed, and we will not perform further services. Any documents or info you provided will be returned to you (or destroyed, per

your preference). We will also provide a cancellation confirmation for your records.

Cancellation After 3 Days: After the initial 3-business-day period, you may still cancel your Crow Credit service at any time, but refunds will generally not be available for amounts already charged. We operate on the principle that you pay for work already completed.

Therefore:

If you are on a month-to-month plan and you cancel after the 3-day window, your current month's fee is not refundable (since we consider service for that billing period to have been earned) . However, we will not charge you for any subsequent months after cancellation. Your cancellation will be effective at the end of the current billing cycle unless otherwise requested.

If you paid for a longer-term package or a bundled service in advance, and you wish to cancel before all rounds are completed, we will evaluate refunds on a case-by-case basis. In general, we will deduct the value of any services already rendered (for example, if you paid for 3 rounds of disputes and we completed 2 rounds, we would calculate a pro-rata refund for the unused portion if any). But if most of the work was already performed, we may determine that no refund is due. We will be fair in our assessment, taking into account our costs and efforts to date and any obligations under law.

We will not refund fees for services or actions that have already been taken on your behalf, as those costs have been incurred (e.g., letters sent, attorney work done) . For instance, if a dispute round was initiated, the effort and resources for that round have been expended.

How to Cancel: To cancel your service, you can:

Email support@crowcredit.com with the subject "Cancellation Request" and include your name and account email, stating that you wish to cancel services.

Use a self-service cancellation option in your account settings (if available).

Call our support line at (XXX) XXX-XXXX and speak with a representative to request cancellation.

We will send a confirmation once your cancellation is processed. Please retain that for your records. If you do not receive confirmation within a reasonable time, follow up to ensure we received your request.

Effect of Cancellation: When you cancel, we will cease performing any new services. If there are dispute letters pending approval, we will not send them (unless you specifically instruct otherwise before cancellation is effective). If an arbitration has been initiated, we'll coordinate with the attorney on how to handle any withdrawal or transition (note: if an arbitration is in progress, you might need to also formally end representation with the attorney; cancelling Crow Credit does not automatically terminate legal proceedings already filed on your behalf, you'd need to discuss with the attorney the consequences and any continuing obligations).

After cancellation, you will no longer be billed (except if you have an unpaid balance or final invoice for a service already rendered, which we would communicate). We may immediately revoke your access to the Crow Credit platform, or set your account to a limited mode (so you can still retrieve copies of your documents for a period of time, for example). We recommend you save any reports or letters you might need in the future before cancelling.

No Retaliation: We will not penalize you for cancellation. Per CROA, we cannot charge a termination fee or anything. The only charges are for services already delivered, as explained.

Rejoining after Cancellation: If you cancel and later decide to re-enroll, we would welcome you back. Note that you might be treated as a new customer if significant time has passed, meaning you may have to sign a new agreement and pricing may be different if our rates changed.

Exceptions and Additional Refund Terms: If applicable law provides for any additional refund rights, we will honor those. For example, some states might have specific cancellation forms or additional days; we include the standard 3-day federal rule which generally covers state requirements, but if you are in a state that has a longer cooling-off period, we will observe that. If a state law or bonding requirement mandates a particular refund scenario, that will be followed.

Additionally, Crow Credit at its discretion may offer refunds or credits in extenuating circumstances beyond the 3-day period to ensure customer satisfaction (this might be done on a goodwill basis, such as if you were dissatisfied with a particular aspect of service or if you experienced an unresolved technical issue). However, such cases are exceptions, and the general rule is no refunds after work is done.

5. Consent to Electronic Communications

By using Crow Credit, you consent to receive communications from us electronically. We will primarily communicate with you via email, in-app messaging, or through notices on our website. This includes all agreements, disclosures, notices, and other information that we provide electronically, which satisfies any legal requirement that such communications be in writing.

You are responsible for providing us with your current email address. If your email or contact information changes, you must update it in your account settings or notify us so we can continue to reach you.

You can withdraw your consent to electronic communications by contacting support; however, if you do so, we reserve the right to terminate your account, as we may be unable to effectively deliver our services without electronic communications. Any withdrawal of consent will be effective after a reasonable period to process the request.

6. Attorney Access Disclosure and Representation Consent

One key feature of Crow Credit is access to third-party licensed attorneys for arbitration and related legal actions. This section discloses how that works and obtains your consent:

Third-Party Attorneys: Crow Credit has partnered with a network of independent, licensed attorneys (“Network Attorneys”) who are experienced in credit and consumer law, including arbitration proceedings. These attorneys are not employees of Crow Credit; they maintain their own law practices and abide by professional rules of conduct. When you use Crow Credit and your situation calls for possible arbitration (for example, when disputes through the credit bureaus have not resolved an inaccurate item), Crow Credit will identify one of these Network Attorneys to potentially handle your case.

Consent to Share Case Information: By enrolling in Crow Credit’s service, you give Crow Credit permission to share your personal information and case files with Network Attorneys as needed to evaluate or pursue an arbitration on your behalf. This means that upon initiation of service – effectively from day one – you consent that we may transmit relevant data about you and your credit disputes to a licensed attorney for review without needing to obtain additional, separate consent at that moment. This may include your contact information, the credit report items in dispute, the history of actions taken (e.g., copies of dispute letters and responses), and any uploaded documents (such as ID, proof of address, etc.). We will only share with attorneys who have a duty to keep your information confidential. This sharing is solely for the purpose of enabling legal representation in your case; the attorneys will not use your data for any other purpose.

Initiation of Attorney Involvement: Typically, attorney involvement will kick in if you reach a stage where arbitration is recommended. Crow Credit might, for instance, say: “We’ve completed two rounds of disputes and Experian still won’t correct the error. We suggest arbitration.” At that point, we will forward your case details to an attorney in our network (likely one licensed in your state, or who can practice in the relevant jurisdiction) for a consultation. You may also be introduced or be able to speak with the attorney to formally engage their services for arbitration. By agreeing to these Terms, you authorize the engagement of the attorney to represent you in arbitration if you decide to proceed with arbitration, and you appoint that attorney as your representative for that specific purpose.

Attorney-Client Relationship: Once your case is referred to a Network Attorney and you agree to proceed, an attorney-client relationship will form between you and the attorney. Crow Credit is not a party to that relationship; we act as a facilitator. The attorney will likely provide you with an engagement or representation agreement outlining their role, and you may need to sign it (electronically or otherwise). Your consent here is meant to streamline the process, but it does not eliminate the attorney’s obligation to formally onboard you as a client in compliance with legal ethics. No additional fee is charged to you for this access beyond what’s in your Crow Credit plan (as noted, Crow Credit covers the attorney’s fee through our arrangement). The attorney’s obligations (such as confidentiality, competent representation, etc.) are owed to you directly once representation begins.

No Additional Consent Required for File Access: We want to be clear that from the start, you agree that Crow Credit can give the attorneys access to your case file. So when the time comes, we do not have to delay the process seeking your separate permission to share each document – it's already granted. This is to ensure a swift transition into arbitration if needed. If you had any sensitive documents you did not wish to share with an attorney, you should not upload them in the first place, or you should communicate that clearly to us (bearing in mind it might hinder the case if relevant info is withheld).

Scope of Attorney's Work: The Network Attorney will typically handle preparing and filing the arbitration claim, representing you in the arbitration proceedings (including any hearings or settlement discussions), and guiding you through the process. They will consult you for decisions like settlement offers or whether to proceed to a hearing. The attorney will also coordinate with Crow Credit as needed (for example, we might provide supporting documentation or background to them). You agree to cooperate with the attorney, provide truthful information, and follow their reasonable instructions to advance the case.

Attorney-Client Privilege: Any communications between you and the Network Attorney will be privileged and confidential to the extent provided by law. Crow Credit will step back during actual legal consultations unless you or the attorney invite us for some reason (e.g., technical clarification). We may know generally that your case went to arbitration and the outcome, but the legal strategy discussions or specific advice given by the attorney is privileged between you two. We respect that boundary.

Termination of Attorney Access: If you or the attorney decide to terminate the attorney-client relationship (for instance, if you decide not to pursue arbitration after all, or if the attorney withdraws for some reason), you should notify Crow Credit so we know the case status. If needed and feasible, Crow Credit could refer you to a different attorney (though that would typically be rare). Once the arbitration concludes (either via award or settlement), the attorney's representation ends unless separately agreed for additional matters.

No Legal Guarantee: While we select attorneys we believe to be competent and successful, we do not guarantee any legal outcome from the arbitration. The attorney will do their best job, but as with any legal case, outcomes can vary.

By using our service, you affirmatively consent to all the above: sharing of your data with attorneys, being represented by such attorneys for arbitration, and having the attorney fees covered as part of your plan. If you have any reservations or conditions about this process, you must inform us in advance or refrain from using Crow Credit for arbitration support.

7. Dispute Resolution and Arbitration Agreement

Please read this section carefully. It affects your rights and will have a substantial impact on how claims between you and Crow Credit are resolved. By agreeing to these Terms, you and Crow Credit agree to resolve any disputes through binding arbitration on an individual basis,

rather than in court, with limited exceptions as noted.

Arbitration is a way to resolve disputes without going to court. In arbitration, a neutral arbitrator (instead of a judge or jury) reviews the case and issues a binding decision. Arbitration tends to be faster and more informal than litigation, but the ability to appeal or seek certain types of relief is more limited.

Agreement to Arbitrate

You and Crow Credit mutually agree that any dispute, claim, or controversy arising out of or relating to these Terms, your relationship with Crow Credit, or your use of our services shall be resolved by final and binding arbitration. This includes disputes based on contract, tort (e.g., negligence, fraud), statute, misrepresentation, or any other legal theory. In short, any claim either of us could bring in court, we agree to instead arbitrate, except for the exclusions mentioned below.

This arbitration agreement applies to claims that arose before you accepted these Terms (such as claims related to advertising or earlier services) and after termination of your use of the services.

By agreeing to arbitrate, you and we are waiving the right to a jury trial and to have any dispute decided by a judge in court (except for matters that can be brought in small claims court as noted below).

Arbitration Forum and Rules

The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (referred to as the “AAA Rules”) in effect at the time a claim is made. You can find these rules on AAA’s website (www.adr.org) or request a copy from us. If AAA is not available or declines to administer, the parties shall agree on an alternative reputable arbitration provider that offers similar consumer-protective rules. If we cannot agree, a court may appoint an arbitrator pursuant to 9 U.S.C. § 5.

Key aspects of the arbitration process will be as follows:

Arbitrator: A single neutral arbitrator will be appointed. The arbitrator is an independent decision-maker, neutral to both parties. The arbitrator has the authority to determine the arbitration’s jurisdiction and any issues of arbitrability, except as expressly limited herein.

Location: You may choose for the arbitration hearing (if any hearings are held) to take place in a location convenient to you. By default, the hearing venue shall be in the county (or equivalent) of your residence. If you prefer, or if both parties agree, it can be held elsewhere or via teleconference/videoconference. The arbitrator can also decide to conduct proceedings by phone or video, or make decisions based on written submissions, if appropriate and if both

parties agree (or if neither party requests an in-person hearing).

Governing Law: The arbitrator will apply the substantive law of the state of [Insert state, possibly where Crow Credit is headquartered or where consumer resides? – The Terms might specify] or federal law (e.g., the Federal Trade Commission Act, etc.) as applicable to the claims, except that this Arbitration Agreement shall be governed by the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16) and not by state arbitration laws, to the fullest extent permitted by law. The arbitrator will honor privileges (like attorney-client privilege) and applicable statutes of limitations.

Procedures: The AAA Consumer Rules are designed to be consumer-friendly. For example, they typically limit the amount of discovery (exchange of information) and allow for the arbitrator to make decisions based on document submissions for smaller claims. You and we will have the opportunity to submit evidence and arguments to the arbitrator. The arbitrator can grant any remedy that a court could, including individual damages, injunctive relief (see Class Action Waiver below for limitations on public injunctive relief), and attorneys' fees if provided by law.

Confidentiality: The arbitration proceedings are private and not open to the public. To the extent permitted by law, both parties agree to keep the arbitration confidential, meaning we won't disclose or discuss the content of the proceedings or decision except as needed to enforce the award or as required by law.

Costs of Arbitration

We understand that cost can be a barrier to initiating arbitration, so we have structured the financial responsibilities as follows:

Initial Fees Covered by Crow Credit: If you initiate arbitration against us, Crow Credit will pay the AAA filing fee on your behalf, so you should not have to pay to start the case. (Currently, AAA Consumer Rules cap the consumer's filing fee at \$200 . We will cover that amount by direct payment to AAA or reimbursement to you if AAA requires you to pay initially. If your state law requires an even lower fee for you, we'll ensure compliance with that.)

Arbitration Administration and Arbitrator Fees: Crow Credit will also pay the remaining AAA fees and the arbitrator's fees for the arbitration proceeding. In a standard consumer arbitration under AAA, after the consumer's filing fee, the business pays the rest of the fees . We will follow that rule, which means you will not be responsible for arbitrator compensation or hearing fees. The only exception is if the arbitrator determines that your claims were filed in bad faith or are frivolous (under the standards of applicable law), in which case the AAA rules may allow fee-shifting. But in absence of that, we've got it covered.

Each Pays Own Attorneys' Fees: Each party will bear their own attorneys' fees and costs, unless the arbitrator awards fees under applicable law or a contract allows it. (For example, if a statute gives a prevailing party the right to recover reasonable attorneys' fees, the arbitrator

can award those just as a court would.) Keep in mind, as part of our service, if your dispute is about credit repair and goes to arbitration handled by our Network Attorney, you likely won't be incurring attorney's fees directly for that arbitration – as explained, Crow Credit covers it via our plan. But if you choose to hire a different attorney or have other expenses, that's on you unless a law says otherwise.

Reimbursement on Success (if applicable): In some cases, if you win the arbitration, the arbitrator might order us to pay your share of costs or reimburse certain fees (especially if required to make you whole or by statute). If that happens, of course we will abide by the award.

Overall, our goal is that the arbitration doesn't cost you more than a nominal amount (if anything). We don't want cost to deter you from resolving disputes.

Exceptions to Arbitration (Small Claims and Government Actions)

Despite the broad agreement to arbitrate, there are a few exceptions where arbitration is not required:

Small Claims Court: Either party has the right to bring an individual claim in small claims court instead of arbitration, for disputes that qualify to be resolved in small claims court. Small claims court typically is available for cases with relatively low damages (the limit varies by state, often in the few thousand dollar range). As long as the claim fits within the small claims court's jurisdictional limits and the parties (you or Crow Credit) seek only individual (non-class) relief, this option is available. If one party files in small claims, the other cannot force arbitration on that claim. If one party initiates arbitration for a claim eligible for small claims, the other can elect to have it decided in small claims court instead, and if so, the arbitration will be closed and the matter handled in court.

Example: If you have a dispute that Crow Credit owes you \$500, you could choose to sue in your local small claims court rather than go to arbitration, and we agree to abide by that.

Government and Public Injunctive Relief Actions: You have the right to report issues to federal, state, or local agencies. Nothing in this arbitration clause prevents you from bringing issues to the attention of government regulators or agencies (such as the Consumer Financial Protection Bureau, FTC, or state attorneys general). Those agencies can, if the law allows, seek relief against us on your behalf or on behalf of the public. Also, to the extent a claim involves a request for public injunctive relief (an injunction that benefits the public at large, not just you, such as enjoining a business from a harmful practice), and if an arbitrator cannot by law adjudicate that, then a court (and not an arbitrator) will handle that aspect of the claim. In such a case, the rest of the claims (e.g., individual damages) can still be arbitrated.

This is a nuanced area of law. Some courts have held that agreements requiring arbitration of public injunctive relief claims are not enforceable. To comply with such law: if you seek a remedy that under law cannot be subject to arbitration, that portion of your claim will go to

court and the rest stays in arbitration.

Intellectual Property or Unauthorized Access: If there is a dispute concerning an actual or threatened intellectual property infringement (for example, if you misuse our trademarks or we think someone hacked our service), we or you may go to court to seek an injunction or other equitable relief to stop the infringement or unauthorized use. These are typically not the kind of consumer issues that arise, but we include this for completeness — e.g., if someone stole trade secrets, arbitration might not be suitable relief to stop that quickly.

These exceptions aside, all other disputes must go to arbitration under this agreement.

30-Day Right to Opt Out of Arbitration

We want to ensure your acceptance of arbitration is voluntary. If you do not wish to be bound by this arbitration agreement, you have the right to opt out.

To opt out, you must send us written notice of your decision to opt out within 30 days of the date you first agree to these Terms (that is, 30 days from when you sign up or otherwise accept a version of Terms containing an arbitration clause) . If you have previously agreed to arbitration and haven't opted out, a new version of Terms doesn't renew the opportunity unless we materially change this clause, but given this is likely the first inclusion, the 30-day clock runs from now.

The opt-out notice must include your name, your account email (or other identifier if you don't have an account number), and a clear statement that you want to opt out of the arbitration agreement in Crow Credit's Terms. You should send the notice to our email: legal@crowcredit.com, with the subject line "Opt-Out of Arbitration".

If you opt out of arbitration, neither you nor Crow Credit will be bound by the arbitration provisions in this section. Opting out will not affect any other part of these Terms, and you will still be able to use Crow Credit's services. There is no penalty or charge for opting out. We will confirm your opt-out in our records.

If you do not opt out within 30 days, you and Crow Credit shall be bound by the arbitration agreement as described herein.

Class Action and Collective Relief Waiver

All arbitrations (and any litigations permitted under this Agreement) will be conducted on an individual basis only. You and Crow Credit agree that any claims must be brought in our individual capacities, and not as a plaintiff or class member in any purported class, collective, or representative proceeding . This means:

No Class Arbitrations or Actions: The arbitrator shall have no authority to consolidate or join the claims of other persons or parties who may be similarly situated, or to otherwise preside over any form of a representative or class proceeding. You acknowledge that by agreeing to this arbitration clause, you and Crow Credit are each waiving the right to a trial by jury and the right to participate in a class action .

Relief Limited to Individual: The arbitrator can only award relief (whether money or injunction) in favor of the individual party seeking relief and only to the extent necessary to provide that relief. The arbitrator cannot issue an order that would affect other Crow Credit users. For example, an arbitrator may award you compensatory damages if warranted, but cannot issue an injunction directing us to perform a practice change that benefits a broader group without us in the arbitration (that would be public injunctive relief, which as noted may have to be handled by a court if claimed) .

If a court of competent jurisdiction finds that the Class Action Waiver is unenforceable or invalid as to a particular claim or request for relief (such as a public injunctive relief claim) and all appeals are exhausted or waived, then that claim (and only that claim) will be severed from the arbitration and may proceed in court. However, the Class Action Waiver will still apply in arbitration to all other claims or forms of relief sought . If any part of this Class Action Waiver is found to be legally invalid or unenforceable for a given claim, the invalid part shall be severed, and the remaining parts of the Arbitration Agreement shall still apply to the other claims.

Severability of Arbitration Terms

Except as stated above regarding the Class Action Waiver, if any portion of this Arbitration Agreement is found to be unenforceable or unlawful, that provision shall be severed (removed) and the remainder of the arbitration agreement shall continue in effect . For example, if a state law deemed the requirement for confidentiality unenforceable, that would be struck but arbitration would still proceed without confidentiality enforced. The key exception is if the class action waiver is deemed invalid in its entirety and a claim is allowed to proceed on a class basis in court, then the arbitration agreement would not apply to that class claim.

This Arbitration Agreement shall survive the termination of your relationship with Crow Credit. It remains binding even if you stop using the service or your account is closed, with respect to any disputes arising before or related to your use.

BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS SECTION, AND THAT YOU KNOWINGLY AND VOLUNTARILY AGREE TO BINDING ARBITRATION AND THE WAIVERS OF JURY TRIAL AND CLASS ACTIONS. This provision is a material aspect of our agreement.

8. Compliance with Laws and Regulations

Crow Credit is committed to following all applicable consumer protection laws, credit repair laws, and financial regulations. Some important compliance points:

- **Credit Repair Organizations Act (CROA) Compliance**

Crow Credit complies with the Credit Repair Organizations Act (CROA), 15 U.S.C. § 1679 et seq., and recognizes your rights under federal law. However, it is important to clarify that Crow Credit is not a “credit repair organization” as defined by CROA. We do not offer or promise credit repair, credit counseling, or score improvement services.

What We Are:

Crow Credit is a credit enforcement management platform. We provide access to AI-powered tools and automated systems that help users manage their own credit disputes, pre-arbitration steps, and arbitration filings in a do-it-yourself (DIY) manner. We do not represent or act on your behalf in credit disputes—we enable you to do so using technology.

What We Charge For:

Our fees are strictly for software access, automation infrastructure, and case management tools. We may charge a setup fee to configure your access to the platform. This fee is for initializing your account and enabling the tools you control—it is not a fee for services rendered in connection with improving your credit report.

CROA Safeguards We Honor:

We do not make false or misleading claims about credit improvement or deletions.

We do not charge for “credit repair” or require any advance payment for results.

We provide the federally required “Consumer Credit File Rights Under State and Federal Law” disclosure before signup.

We fully honor your 3-day cancellation right from the date of signup.

Legal Rights:

You retain the right to sue us under CROA if you believe your rights are violated. While we include an arbitration clause in our terms, this does not eliminate that right—it simply means that such disputes will be resolved through individual arbitration, as permitted by the U.S. Supreme Court in *CompuCredit v. Greenwood*.

Fair Credit Reporting Act (FCRA): We operate with the understanding of FCRA requirements. While we are not a credit bureau, we assist you in exercising your rights under FCRA to dispute inaccurate information. We won't knowingly dispute accurate information (because that could be considered an abuse of rights). We encourage you to only dispute items you believe are inaccurate or unverified. Also, if any negative information is removed as a result of our efforts, you should know creditors may have a legal duty not to reinsert it without notifying you.

Fair Debt Collection Practices Act (FDCPA): To the extent our service involves contacting debt collectors (for instance, if we help you dispute a debt with a collection agency or request validation), we will adhere to the FDCPA's guidelines. The FDCPA prohibits debt collectors (and by extension, anyone acting on a consumer's behalf in debt matters) from using false, deceptive, or abusive tactics. We will not harass or threaten any creditor or collector, will communicate in permitted hours, and so forth. If you ask us to send letters to debt collectors, those will be professional and lawful requests for validation or dispute of debt, not harassment. Similarly, you agree not to engage in any behavior through our platform that would cause us to violate FDCPA or similar state laws.

Federal Trade Commission (FTC) Rules: We comply with FTC regulations and guidance for credit repair and marketing. Our advertising and representations strive to be truthful and substantiated. If you ever spot something that seems misleading in our materials, let us know so we can correct it – it is our intention to be forthright.

State Laws: Various states have their own credit services organization acts or consumer protection statutes. For example, if you are a customer in Georgia (which heavily restricts credit repair companies), or in states like California, Florida, or Texas (which have specific requirements), we tailor our contracts and practices to comply. This may include bonding and registration in certain states, providing state-specific disclosures, and fee restrictions. You will receive any required state disclosures along with your contract. We also comply with state data privacy laws as detailed in the Privacy Policy (like CCPA, etc.).

Electronic Signatures Law: By agreeing to our terms electronically, you acknowledge that such electronic consent and signatures are valid and enforceable just like a physical signature, under laws like the E-SIGN Act.

Arbitration Fairness: We have structured the Arbitration Clause to be in line with consumer fairness principles (e.g., paying costs). We have also registered our arbitration clause with AAA as required to ensure they will administer (businesses are now required to have consumer clauses on file with AAA, and we have done so to avoid any mishap).

If any compliance issue arises, we will make good faith efforts to rectify it. You also agree that you will not use Crow Credit in a way that would cause us to be non-compliant (for example,

you won't ask us to send a knowingly false dispute, which could be fraudulent).

9. Limitation of Liability

To the extent permitted by law, Crow Credit's liability to you is limited. This means:

Crow Credit is not responsible for indirect, incidental, special, consequential, or punitive damages that you may incur in connection with our services or these Terms, including but not limited to lost profits, lost opportunities, emotional distress, or loss of data, even if we have been advised of the possibility of such damages .

Our total liability to you for any claims arising from or related to our services or these Terms will not exceed the total amount you have paid us in the 6 months immediately preceding the event giving rise to the claim, or \$500, whichever is greater, except as otherwise required by law. (Some states do not allow certain liability limitations; this limitation will apply to you to the extent those laws permit.)

We do not limit or exclude liability for gross negligence, willful misconduct, or any other liability that cannot be limited by law (for example, certain state laws might not allow limitation of liability for fraud or for death/personal injury caused by negligence – however, such scenarios are highly unlikely in a credit repair context).

Crow Credit is not liable for any outcomes on your credit reports that are outside our control. We provide tools, but ultimately the credit bureaus and furnishers decide whether to honor a dispute. If an item is verified and remains, that's not on us unless it was due to our breach (and even then our liability is limited as above).

If you breach these Terms or provide incorrect information, resulting in harm or extra costs, you may be responsible for those. (For example, if you misled us and that caused legal issues, you might indemnify us, although we haven't included a formal indemnity clause, we reserve rights at law.)

10. Miscellaneous Provisions

Entire Agreement: These Terms, along with the Privacy Policy and any other documents expressly incorporated (like any separate Enrollment Agreement or the statutory disclosure form), constitute the entire agreement between you and Crow Credit with respect to the services. They supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us. However, any additional terms we provide for certain features (for example, a promotional offer's terms) also apply as stated.

Severability: If any provision of these Terms (outside the arbitration context) is found to be invalid or unenforceable, that provision will be severed, and the remaining provisions will continue in full force and effect. For example, if a court said our limitation of liability was too

broad, the rest of the Terms still apply.

No Waiver: If Crow Credit does not enforce a particular provision or delay enforcement, that does not mean we give up the right to enforce it later. To be an effective waiver, it must be in writing and signed by our authorized representative. Similarly, you cannot claim a waiver of your obligations unless we explicitly waive.

Assignment: You may not assign or transfer any rights or obligations under these Terms without our prior written consent. Any attempt to do so without consent is void. Crow Credit may assign or transfer these Terms or any rights/obligations under them to an affiliate or in connection with a merger or sale of assets, without consent, provided that your rights are not materially reduced.

Governing Law: Except to the extent preempted by federal law, the laws of the State of [California] govern these Terms and any disputes (except the Arbitration Agreement is governed by the FAA as noted). This choice of law is applicable only to substantive issues; if arbitration is in play, the FAA will govern arbitration procedure. If a dispute is heard in court (per an exception or post-arbitration enforcement), it will be in a court of competent jurisdiction in [California] applying [California] law (or if you are in a different state and a law compels using your state's law for a claim, that might override – typically consumer contracts choose the company's home state law, which we assume is [California] for this hypothetical Crow Credit).

Contact Information for Legal Notices: Official notices to Crow Credit (such as subpoenas, legal claims, or disputes) should be sent to our registered agent or to our corporate address: Crow Credit, Attn: Legal Department, [Address, City, State, ZIP]. We may update the address with notice.

Customer Service and Complaints: For routine issues or complaints, please contact support (info in Contact section below). We aim to resolve issues amicably without needing formal disputes.

Changes to Terms: We may update these Terms occasionally. If we make material changes, we will notify you (e.g., via email or a prominent site notice). Continued use of the services after changes indicates acceptance. If you do not agree to the changes, you must stop using Crow Credit and, if applicable, cancel your service.

Headings: Section titles in this document are for convenience and have no legal effect.

Force Majeure: Crow Credit is not liable for delays or failures to perform due to causes beyond our reasonable control (e.g., natural disasters, internet outages, government restrictions).

Finally, by using Crow Credit, you assert that you have the capacity to enter into this agreement (e.g., you are an adult of sound mind, etc.) and that you will use our service only for lawful purposes.

Contact Information

If you have any questions, concerns, or requests regarding these policies or your personal information, please contact us. We are here to help and will respond as promptly as possible.

Privacy Inquiries & Data Rights Requests:

Email: privacy@crowcredit.com

(Use this email for questions about our Privacy Policy, to opt out of data sharing/sale, or to exercise your state privacy rights like access or deletion.)

General Support and Cancellations:

Email: support@crowcredit.com

Legal Department (Notices of Arbitration Opt-Out or Legal Notices):

Email: legal@crowcredit.com

Our support team is available [insert hours, e.g. M-F 9am-5pm PST]. We strive to respond to emails within 1-2 business days. If you call and we are unavailable, please leave a message and we will get back to you.

For California residents: You may also reach out to the California Department of Consumer Affairs or other applicable state agencies if you have a complaint that we could not resolve. For example, California users can contact the Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (800) 952-5210 .

Thank you for choosing Crow Credit. We appreciate your trust and are dedicated to assisting you in your credit improvement journey while safeguarding your rights and privacy.