

## **AMPLIFIED CREDIT TERMS OF USE**

**Last updated October December 12, 2023**

These terms of use (“**Terms**”) apply to your access to, and use of, the services of Focus Point Inc. dba Amplified Credit and its subsidiaries and affiliated companies and/or brands (collectively, “**Company**”, “**us**”, “**our**” or “**we**”), including without limitation the websites and/or applications available at [www.amplifiedcredit.ca](http://www.amplifiedcredit.ca) or that link to these Terms (collectively, the “**Services**”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Company, or its affiliates and/or partners, for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf.

**BY USING THE SERVICES, YOU AGREE YOU HAVE READ THESE TERMS AND OUR PRIVACY POLICY IN THEIR ENTIRETY, UNDERSTAND, AND FULLY ACCEPT THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE OUR SERVICES AND MUST PROMPTLY DISCONTINUE USING AND EXIT THE SERVICES.**

**THESE TERMS PROVIDE THAT ALL DISPUTES BETWEEN YOU AND COMPANY THAT IN ANY WAY RELATE TO THESE TERMS OR THE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. PLEASE REVIEW DISPUTE RESOLUTION; BINDING ARBITRATION, BELOW, FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH COMPANY.**

### **1. OVERVIEW OF THE SERVICES**

The Services provides information about and access to proprietary counseling, coaching, and educational resources regarding credit scores improvement and financial literacy. You must be at least eighteen (18) years of age and agree to these Terms and our Privacy Policy, including without limitation the information sharing provisions therein, to be eligible to use the Services. Use of the Services is void where prohibited. By using the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and our Privacy Policy, and to abide by all of the terms and conditions of these Terms and our Privacy Policy. If you are accessing the Services on behalf of someone else or using someone else’s access (proxy access), you agree to be bound by these Terms and our Privacy Policy.

You acknowledge and agree that any and all information available through the Services, including without limitation, any coaching, public speaking, industry updates, guidance, templates, training materials, recommendations, guides, checklists, processes and procedures, digital content and/or media, are for promotional or information purposes only and are not to be relied upon as a professional opinion or does not constitute legal advice whatsoever. All content mentioned does not constitute professional advice and is not guaranteed to be accurate, complete, reliable, current, or error-free.

### **2. YOUR MEMEBERSHIP**

You may be required to purchase a membership plan (a “**Membership**”) to access certain parts of the Services, including without limitation, coaching, counseling and/or education for credit score improvement and financial literacy. You agree to: (a) provide true, accurate, current, and complete information when registering a Membership (collectively, your “**Registration Information**”) and/or using the Services,

including without limitation, and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your access and/or use of the Services.

Company reserves the right, now and in the future, to charge a fee for use of the Services. You will be notified in the event of a change and may be asked to purchase a Membership if you wish to continue with the Services. Participation on or in the Services is voluntary. Company reserves the right, in its sole discretion, to terminate your access to all or part of the Services, with or without notice, including without limitation, if you fail to pay any Membership fees due or if you breach any part of these Terms or our Privacy Policy.

In order to process payment for a Membership and/or any other transaction with us, you agreed to use any third-party service provider, as determined by the us in our sole discretion, to process payment. You agree to abide and be subject to the terms, conditions, and privacy policies of any third-party provided selected, in our sole discretion, to process your payment.

### **3. LICENSE TO ACCESS AND USE SERVICES**

Subject to these Terms, Company hereby grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services in accordance with these Terms, our Privacy Policy, all applicable laws, and the rules, policies, and procedures that we provide for the Services. This license may not be shared with or transferred or sublicensed to any other party.

The Services may contain areas in which you may post content and information (“**User Content**”), including without limitation testimonials, reviews, ratings, and comments, and may include other interactive areas or services in which you or third-parties may create, post, modify or store information, content, materials, or other items on the Services. You grant Company and its partners and affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully assignable, transferable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display User Content throughout the world in any media whether now know or hereinafter created, including in the event your access to the Services is terminated for any reason. You also grant Company and its partners, affiliates, assignees and sublicensees the right to use the name you used to submit User Content in connection with such User Content.

If you submit, upload, post, or transmit any personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, payment or banking information, or other materials to us or our Services (“**User Information**”), you agree not to provide any User Information that (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (c) contains or transmits a virus or any other harmful component. You agree not to contact other Services users through unsolicited e-mail, telephone calls, mailings, or any other method of communication. You represent and warrant to Company that you have the legal right and authorization to provide all User Information to Company for use as set forth herein and required by Company.

You must provide at your cost all equipment, software, mobile access, and Internet access necessary for you to use the Services at your own cost.

The Services or the information contained within the Services may be revised, changed, or updated periodically without notice. The Services may not always be available due to system maintenance, backups, or failures.

#### **4. SECURITY; ACCESS TO SERVICES; PASSWORDS**

You agree not to share or disclose your Registration Information to any third-party, and you further agree that you are fully responsible for all activity or usage occurring under or in connection with your Registration Information.

Company has implemented reasonable and appropriate security measures designed to protect the information maintained on the Services. When using the Services, information will be transmitted over an internet medium that is beyond the control of Company. You are responsible for using appropriate technical safeguards to secure your devices used to access the Services, such as up-to-date software and virus protection. You are responsible for your devices used to access the Services.

Company shall make all commercially reasonable efforts to maintain the availability of the Services. Company will not be responsible for any damage or losses related to any system errors or interruptions affecting the Services. You accept that the Services could become unavailable unexpectedly as a result of circumstances beyond the Company's control or routine maintenance. Moreover, the Services may be terminated at any time for any reason without advance notice. All decisions by Company regarding the Services are final.

You are prohibited from violating or attempting to violate the security of the Services, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Services or any portion thereof without authorization, in violation of these Terms, or in violation of applicable law.

You agree not to, and will not assist, encourage, or enable others to, use the Services to: (i) violate these Terms or any of Company's or its licensors' rights or use the Services, the Content (as defined below) to violate the rights of any third-party, such as copyright or trademark right, or in any way that harms Company's business, Company's service providers, licensors, representatives or any other user, or breaches any policy or notice on the Services; (ii) copy, modify, adapt, translate, reproduce, distribute, display, or provide access to any portion of the Services, the Content; (iii) create derivative works from, adaptations of, decompile, disassemble, reverse engineer or in any way exploit, in whole or in part, except as expressly authorized by the applicable rights holder, any portion of the Services, the Content; (iv) modify, reproduce, distribute, create derivative works or adaptations of, publicly display, perform or in any way exploit any of the Content in whole or in part, except as expressly authorized by the applicable rights holder; (v) remove any copyright, trademark or other proprietary rights notices contained in or on the Services or in or on any Content; (vi) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means; (vii) use the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services; (viii) upload to or distribute through this Services any binary code, macros or other executable code, or any file that contains any viruses, Trojan horses or other components designed to commandeer, limit or harm the functionality of a computer; (ix) attempt to gain unauthorized access to any parts of the Services or any Membership or user account(s), or any of the Services' computer systems or networks; (x) use automated queries or scripts (including, without limitation, by screen or database scraping, spiders, robots, crawlers or any other automated activity with the purpose of obtaining information from the Services and/or the Content) without Company's prior express written permission; (xi) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity (including Company); (xii) solicit passwords or personally identifying information for commercial or unlawful purposes from anyone; (xiii) intimidate or harass another; (xiv) assist, encourage or enable others to do any of the preceding prohibited activities; and/or (xv) violate any applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Services, deep-link to any feature or Content on the Services, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services.

Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working order or manner of the Services or any activity being conducted on the Services.

## **5. ELECTRONIC COMMUNICATIONS**

When you use the Services, or send e-mails, messages, and other communications to us, you are communicating with us electronically. You consent to receive communications from us electronically. You should take this into account when providing an e-mail address or using the Services. If you send us an electronic communication, it may be shared with the Company's personnel when it is necessary or appropriate.

The Services may allow you to send and receive secure electronic messages with Company representatives who are active on or within the Services. Users acknowledge and agree that using online information services, including the Services, comes with inherent risks to privacy and information security. Company will use its best efforts to provide a response to electronic inquiries in a timely manner. However, delays may occur based upon message volume, availability of staff, the complexity of the user's condition, or technology disruptions. Therefore, Company cannot guarantee that messages will be responded to, so you should allow at least three (3) business days for a response. We are only able to respond to user communications based on the information provided by the user. If there is insufficient information provided, we may not be able to provide a reliable or accurate response.

You agree that (i) all agreements and consents can be signed electronically and (ii) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Company may contact you by telephone, mail, or e-mail to verify your information. Company may request further information from you, and you agree to provide such further information to ensure that you have not fraudulently used the Services. If you do not provide this information in the manner requested within fourteen (14) days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Services until you provide the information to us as requested.

## **6. OWNERSHIP OF CONTENT**

The Services contains confidential and proprietary information, materials, data, databases, contents, processes, methodologies, know-how, software, text, displays, images, video, audio, trademarks, logos, service marks, features and functionality, and the design, selection and arrangement thereof, are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade dress, trade secret and other intellectual property or proprietary rights laws (collectively, the "**Content**").

These Terms permit you to singly access the Content solely for your internal business or personal use, *provided, however*, that you do not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, sell, license or sub-license, frame or utilize any framing techniques to enclose, or deep link, any of the material or information provided through the Services, including but not limited to Content, or delete or alter any copyright, trademark or other proprietary rights notices from any Content, except: (a) with Company's explicit written permission; (b) your computer may temporarily store

copies of such materials incidental to your accessing and viewing those materials; and (c) you may store files that are automatically cached by your web browser for display enhancement purposes.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## **7. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, third-party licensors, contractors, and agents (the “**Indemnitees**”) from and against all claims, losses, expenses, damages, and costs, including, without limitation, lost wages, revenue, or business and reasonable attorneys’ fees, expert fees, and court costs, against or incurred by the Indemnitees arising directly or indirectly out of or in connection with: (i) your use or misuse of the Services or any of its Content; (ii) the use or misuse of the Services or any of its Content by anyone using your credentials; (iii) your User Contributions; (iv) your breach of these Terms or our Privacy Policy; (v) your noncompliance with applicable law; (vi) any unauthorized access to the Services by a party using your credentials and/or Registration Information; or (vii) your violation of any rights of any third-party.

## **8. DISCLAIMER OF WARRANTIES**

THE SERVICES AND CONTENT, INCLUDING ANY INFORMATION AND/OR WEBSITE-RELATED SERVICES, ARE PROVIDED ON AN “AS IS” BASIS. WHILE WE TRY TO KEEP THE INFORMATION ON THE SERVICES AS ACCURATE AS POSSIBLE, WE DISCLAIM ANY WARRANTY REGARDING ITS ACCURACY, TIMELINESS, COMPLETENESS, QUALITY, DESIGN, CAPACITY, PERFORMANCE, OR ACCURACY FOR ANY PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR GUARANTEE THAT ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED, OR THAT THE SERVICES OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. COMPANY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD-PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE SERVICES OR CONTENT. YOU ASSUME FULL RESPONSIBILITY FOR USING THE SERVICES, THE CONTENT, AND ANY LINKED WEBSITES ON THE SERVICES (IF ANY), AND YOU UNDERSTAND AND AGREE THAT COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, OR DAMAGE RESULTING FROM SUCH USE BY YOU OR ANY OTHER USER.

COMPANY DOES NOT WARRANT THAT ANY CONTENT AVAILABLE FOR DOWNLOAD THROUGH THE SERVICES WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. COMPANY DOES NOT WARRANT THAT ANY CONTENT UPLOADED BY COMPANY, YOU OR ANY OTHER USER THROUGH OR TO THE SERVICES WILL BE AVAILABLE, ACCURATE, COMPLETE, OR FREE FROM ERRORS. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

## **9. LIMITATION OF LIABILITY REGARDING USE OF SERVICES**

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND ANY THIRD-PARTIES MENTIONED ON THE SERVICES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR CONTENT IS TO STOP USING THE SERVICES. YOU ACKNOWLEDGE THIS PROVISION IS A LIQUIDATED DAMAGES PROVISION AND IS NOT A PENALTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR CONTENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE TOTAL AMOUNT OF MONETARY CONSIDERATION, IF ANY, THAT YOU PAID TO COMPANY IN THE LAST TWELVE (12) MONTHS.

**10. DISPUTE RESOLUTION; BINDING ARBITRATION**

Any dispute or claim arising out of or relating in any way to the Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AND CONDITIONS AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association ("AAA") describing your claim and serve a copy of the demand on us at:

Focus Point Inc. dba Amplified Credit  
1448 Quail Run  
Nashville, TN 37214  
legal@amplifiedcredit.ca

The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and the form for filing an arbitration claim are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The Company will reimburse those AAA fees (but not any attorney's fees) for claims totaling less than \$10,000 unless the arbitrator determines your claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the Davidson County, Tennessee or at another mutually agreed upon location.

You and the Company each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may

not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

If for any reason a claim proceeds in court rather than in arbitration, you and the Company each waive any right to a jury trial, unless such waiver is unenforceable under applicable law. This means that any claim would be decided by a judge, not a jury.

#### **11. GOVERNING LAW**

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF TENNESSEE), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND CONDITIONS AND APPLY TO ANY DISPUTE OR CLAIMS AGAINST THE COMPANY ARISING OUT OF OR RELATING IN ANY WAY TO ANY TO THE SERVICES.

#### **12. GENERAL**

In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect. These Terms constitute the entire agreement between Company and you pertaining to the subject matter hereof. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular webpages within the Services.

#### **13. CHANGES TO TERMS**

We may revise and update these Terms from time to time in our sole discretion. We will notify you of any changes we make to our Terms, such as by e-mail address if you have elected to provide a contact e-mail address or through a conspicuous banner or posting on the homepage(s) and/or loading screen of our Services.

Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

#### **14. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on our Services, please provide a notice compliant with the Digital Millennium Copyright Act (**DMCA**) to Company's copyright agent (**DMCA Agent**). For your complaint to be valid under the DMCA, you must provide the following information in writing: (i) an electronic or physical signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work that you claim is being infringed; (iii) identification of the material that is claimed to be infringing and where it is located on the Services; (iv) information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and e-mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and (vi) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the DMCA Agent at the address provided below in **CONTACT US**.

#### **15. CONTACT US**

If you have questions or comments about these Terms, please contact us at:

Focus Point Inc. dba Amplified Credit  
1448 Quail Run  
Nashville, TN 37214  
legal@amplifiedcredit.ca