



Terms of Service

Last Updated: January 20, 2023

Thank you for visiting Nova Credit. Nova Credit Inc., its subsidiaries, and affiliates, are hereinafter referred to both individually and together as “**Nova Credit**”, “**we**”, “**our**”, or “**us**”. By using our Services (as defined below), you agree to these Terms of Service and our [Privacy Policy](#) (collectively, this “Agreement”). If you do not wish to enter into this Agreement, please leave our webpages and this website.

BY CLICKING “I ACCEPT,” OR BY OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICES, AND NOVA CREDIT’S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY NOVA CREDIT AND BY YOU TO BE BOUND BY THIS AGREEMENT.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 11, you agree that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS AGREEMENT, YOU AND NOVA CREDIT ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court and as otherwise described in Section 11). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 11.)

We may amend this Agreement from time to time. We will post the amended Agreement on this Website. The last revised date is indicated in the Last Updated statement at the top of this page. Changes to this Agreement will become effective upon posting the revised Agreement on the Website unless otherwise noted. If a change to this Agreement materially modifies your rights or obligations, we may require that you accept the modified Agreement in order to continue to use the Services. Use of our Services following such changes constitutes your acceptance of the revised Agreement



then in effect. Disputes arising under this Agreement will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. We encourage you to review the Agreement regularly.

1. OUR SERVICES

Our Services include all products, services, features, tools, software and functions owned and operated by Nova Credit, including the content and functionality made available through www.neednova.com, www.novacredit.com, www.offers.novacredit.com, www.ellis.novacredit.com, www.usarrivalmap.com, and related web pages and websites we own and operate (collectively the “Website”). Our Services are generally geared towards facilitating access to consumer credit information from a number of countries around the world. However, we reserve the right to make changes to how we operate and provide our Services, including adding, modifying, or removing Services in our sole discretion.

Our Services display or include some content that is not Nova Credit’s (for example, proprietary credit data from our credit bureau partners). This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal, inaccurate or has a permissible purpose of use, and, as a consequence we may change, erase, or modify that content in accordance with the process agreed upon with the content provider and as prescribed by applicable laws. For more information on how to request copies of and dispute inaccurate information on your individual credit report, please visit [here](#).

2. USE OF OUR SERVICES

2.1. In order to access some of our Services, you may need to provide information and agree to additional consents or terms (“Additional Terms”). For example, in order to authorize us to pull and provide access to your foreign credit data, you will need to provide personal information necessary to identify your file in the relevant foreign credit bureau and provide specific consent for us to request your foreign credit data on your behalf from the foreign credit bureau, and transfer this data to third party end users you have chosen (in some cases, we may use additional partners to process and deliver the data). By using these Services, you certify that you are of the age of majority in your local jurisdiction and that any information you provide to Nova Credit is true, accurate, complete, up to date, and secure and that you will at all times keep it true, accurate, complete, up to date, and secure. You acknowledge and agree that you are only using our Services only for yourself.

2.2. You agree to keep any user identification information created during the request process, such as passwords or personal identification numbers (PINs), confidential and not to share them with others. If you believe that your password or PIN information is no longer secure, please contact us immediately at help@novacredit.com.

2.3. If you register or sign up for any account- or subscription-based Services, you may cancel or unsubscribe at any time by following the unsubscribe link or instructions in our emails, Short Message Service (i.e. SMS), or other means of communication, or by

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contacting us at help@novacredit.com, or, if applicable, in your account profile. Upon deletion of an account with us, you will immediately lose access to all of your credit data, analyses or similar information or benefits housed within our Services for account holders.

2.4. Certain Services and/or product features may not be offered, applicable or available to you based on residency, age or other eligibility criteria or factors. In the event that a Service is not available at the time of registration or subscription, you may be notified during the course of the registration process. In such cases, you may be advised of one or more alternative Services, to the extent that other Services are available. We reserve the right to reject your registration or subscription for any reason.

3. RESTRICTIONS ON USE OF SERVICES

Your access and use of our Services must comply with all applicable laws, rules and regulations. Unauthorized access and use of our Services is expressly prohibited. Access to and use of password-protected and/or secure areas of our Services is restricted to authorized users only. Unauthorized individuals attempting to access these areas of our Services may be subject to prosecution.

By using our Services, you specifically agree not to:

- use our Services for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- interfere with security-related features of our Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of our Services except to the extent that the activity is expressly permitted by applicable law;
- interfere with the operation of our Services or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide our Services;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other accounts on our Services without permission, or falsifying your age or date of birth;
- sell or otherwise transfer the access granted under this Agreement or any right or ability to view, access, or use any of our Services; or
- assist or permit any person in engaging in any of the acts described in this Section 3.

Any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.



4. THIRD PARTY AGREEMENTS AND END-USERS NOVA CREDIT

You may use our Services in connection with services that you are requesting or receiving from third parties unaffiliated with Nova Credit (“Third-Party Services”), such as when you use our Services to include your foreign credit data as part of a credit application. We are not responsible or liable for any aspect of the Third-Party Services or your relationship with such third parties. You should carefully review the terms of any agreements for Third-Party Services. We are not responsible for the terms or conditions included in such third-party agreements between you and such third parties.

Without limiting the foregoing, we are not responsible or liable for any credit, tenancy/rental, insurance, license or other application or eligibility decisions made by third party end-users of your credit report information. These third-party end users may be subject to regulatory requirements with respect to such decisions and you should inquire directly with them.

5. INTELLECTUAL PROPERTY

This Website is owned and controlled by Nova Credit. Unless otherwise noted, all content, applications, data and information featured on the Website including but not limited to text, graphics, computer codes and icons (our “Content”) are the property of Nova Credit and its third-party licensors, who retain all right, title and interest in such intellectual property.

The trade name, logos, trademarks, service marks and designs of Nova Credit, including the marks “Nova Credit,” “Credit Passport”, “Credit Without Borders”, and “A Path to Finance for Immigrants”, “Arrive and Thrive” are trademarks, whether registered or unregistered, of Nova Credit which retains all right, title and interest in such trademarks as well as its other intellectual property, including but not limited to this Website and related content. You are prohibited from using such names, logos, marks or designs without the written permission of Nova Credit. Our Services may also incorporate certain intellectual property owned by our business partners (our “Partners’ Intellectual Property”), such as company, product, and service name and logos.

Nothing in this Agreement grants you, by implication, estoppel, or otherwise, any license or right to copy, modify, sell, reproduce, distribute, republish, display, post, create derivative works from or transmit in any form (including in-line linking or mirroring) any of our Content or our Partners Intellectual Property.

6. INDEMNIFICATION

You agree to indemnify, and hold harmless Nova Credit and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Nova Credit Entities”) from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys’ fees and costs resulting from your (1) use of our Services; (2) your violation of this Agreement or any applicable law; (3) your infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and a third party.



7. OUR WARRANTIES AND DISCLAIMER NOVA CREDIT

The material provided in this Website and as part of our Services has been produced by Nova Creditor and its third party licensors. Reasonable efforts have been made to ensure the accuracy of the contents of our Services and our Website. Nova Credit regularly reviews and updates the Website and our Services, and we reserve the right to vary our Services, develop improvements, new Services, changes to existing Services, or cease providing any or all Services without prior notice.

THE CONTENTS OF THIS WEBSITE AND OUR SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND NOVA CREDIT DOES NOT GUARANTEE ITS ACCURACY, COMPLETENESS OR USEFULNESS, WHETHER EXPLICIT OR IMPLIED. EXCEPT WITH RESPECT TO WARRANTIES THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, WE GIVE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, OR THAT THIS WEBSITE WILL BE AVAILABLE WITHOUT INTERRUPTION OR WILL BE VIRUS OR BUG FREE.

ALMOST ALL OR MOST OF THE INFORMATION CONTAINED IN OUR CREDIT REPORTING PRODUCTS IS PROVIDED TO US BY OTHERS AND THEREFORE WE DO NOT CONTROL THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE PRODUCTS.

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NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OUR SERVICES OR THE NOVA CREDIT ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH OUR SERVICES WILL CREATE ANY WARRANTY REGARDING NOVA CREDIT OR OUR SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF OUR SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA.

8. LIMITATION OF LIABILITY

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EXCEPT WITH RESPECT TO RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER REPORTING, CONSUMER PROTECTION OR OTHER APPLICABLE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE NOVA CREDIT ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, OUR SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY NOVA CREDIT ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 11 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE NOVA CREDIT ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF OUR SERVICES OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) \$100; OR (B) THE AMOUNT YOU HAVE PAID TO NOVA CREDIT FOR ACCESS TO AND USE OF OUR SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. LINKS TO THIRD-PARTY WEBSITES

This Website and our Services may contain hyperlinks, including embedded links, to websites and web pages operated and maintained by third parties. These hyperlinks are provided for your convenience only and Nova Credit does not control or is responsible in any way for the contents of such web pages. By including these links in our Services, we do not endorse the third-party website owners or any material contained therein, and you use these links at your own risk.

10. GOVERNING LAW

Unless otherwise provided in applicable Additional Terms or prohibited by applicable law, this Agreement is governed by the laws of the State of New York, excluding conflicts of law provisions.



11. DISPUTE RESOLUTION NOVA CREDIT

THE FOLLOWING SECTION MAY NOT APPLY TO YOU IF APPLICABLE LAW PROHIBITS IT. PLEASE READ THIS SECTION 11 CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT AS SET FORTH BELOW OR PROHIBITED BY APPLICABLE LAW. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. ARBITRATION MAY PROVIDE A LESS FORMAL, QUICK AND COST-EFFECTIVE MECHANISM FOR RESOLVING DISPUTES, BUT IT MAY ALSO LIMIT YOUR RIGHTS TO DISCOVERY AND APPEAL. THIS SECTION 11 ALSO WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.

11.1 Binding Arbitration. This agreement to arbitrate disputes includes all claims relating in anyway to your relationship with Nova Credit, including but not limited to any claim arising from or related to this Agreement, the Services or this Website, or any information you received from us, whether such claims are based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of what remedy is sought. This arbitration obligation extends to claims you may assert against any of the Nova Credit Entities.

11.2 Disputes Excluded from Arbitration. Notwithstanding anything to the contrary in the preceding subsection 11.1, this agreement to arbitrate does not include 1) claims for which an alternative venue or dispute resolution process is specified in applicable Additional Terms; 2) small claims court claims within its jurisdiction limit, 3) claims seeking injunctive relief in a court of law in aid of arbitration, 4) claims filed with an applicable country, federal, state or other local government and regulatory agency, or 5) claims filed solely for injunctive relief to stop unauthorized use or abuse of our Services or to address an infringement of intellectual property.

11.3 Arbitration Process. This Agreement is subject to and governed by the Federal Arbitration Act. If you are a resident of the United States of America, or are an entity incorporated or formed under the state or federal laws of the United States of America, any arbitration between you and Nova Credit will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879. If you are a resident of a foreign country, or are an entity incorporated or formed under the laws of a foreign jurisdiction, any arbitration between you and Nova Credit will be governed by the International Chamber of Commerce (“ICC”) Rules of Arbitration (the “ICC Rules” and, together with the AAA Rules, the “Arbitration Rules”), as modified by this Agreement, and will be administered by the ICC. The arbitration shall be before a single arbitrator.

11.4 Arbitration Fees and Costs. If you file a consumer arbitration claim under this Agreement, we will advance all arbitration filing fees, as long as you seek them in writing prior to the commencement of the arbitration. Such requests should be mailed to Nova Credit Inc. Consumer Services, Attn: Request for Payment of Arbitration Filing Fees, 22 W 21 St. New York, NY 10010. We will also pay all arbitrator fees. You are

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responsible for all other fees and costs, including attorney's fees and expert witness fees, except that the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party; (i) based on applicable law; (ii) under the rules of the arbitration administrator; or (iii) if the arbitrator rules in your favor and there is a good reason for requiring us to pay those fees and costs.

11.5 No Class Actions or Representative Arbitrations. The arbitration will be conducted as an individual arbitration, and not on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties.

11.6 Right to Opt-Out. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF. Opting out of the arbitration provision will have no adverse effect on your relationship with Nova Credit or the delivery of our Services. In order to exclude yourself from the arbitration provision, you must notify us in writing within 30 days of the date that you first accepted this Agreement.

12. MISCELLANEOUS

12.1 Entire agreement. This Agreement constitutes the entire agreement between you and NovaCredit regarding the Services and information we provide. The parties hereto have expressly requested that this Agreement be drafted in English. In the event that this Agreement shall be translated into any language other than English, then the English language version of this Agreement shall control. If any provision of the Terms is held invalid, unenforceable or void by applicable laws, the remaining portions shall continue in full force and effect.

12.2 Privacy Policy. Please read our [Privacy Policy](#) carefully for information relating to our collection, use, storage, disclosure of your personal information. Our [Privacy Policy](#) is incorporated by this reference into, and made a part of, these Terms.

12.3 Consent to Electronic Communications. By using our Services, you consent to receiving certain electronic communications from us as further described in our [Privacy Policy](#). Please read our [Privacy Policy](#) to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

12.4 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at:

1625 N. Market Blvd., Suite S-202, Sacramento, California 95834,

or by telephone at (800) 952-5210 in order to resolve a complaint regarding our Services or to receive further information regarding the use of our Services.

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12.5 Territorial Use. While most of the information on the Website is global, much of the information is only relevant to certain countries, regions, provinces, or states. While Nova Credit makes reasonable efforts to identify country- and/or region-specific information by including relevant disclosures, Nova Credit does not represent or warrant that information without such a statement is internationally applicable. Please verify that any information provided on the Website is applicable to you or your organization. Just because you have access to information in a country, does not imply that the information is, or will ever be, for that particular country or region. Access to our Services from countries or territories, or by individuals, where access is illegal is prohibited.



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