

# Conditions of Use

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**By using Credit Suite, you agree to these conditions.  
Please read them carefully.**

When you use a Credit Suite Service you also will be subject to the guidelines, terms and agreements applicable to that Credit Suite Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

## PRIVACY

Please review our [Privacy Notice](#), which also governs your use of Credit Suite, Inc., to understand our practices.

## ELECTRONIC COMMUNICATIONS

When you use Credit Suite Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, or notices and messages on this site or through the other Credit Suite Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## COPYRIGHT

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## **LICENSE AND ACCESS**

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## **YOUR ACCOUNT**

You may need your own Credit Suite account to use certain Credit Suite Services, and you may be required to be logged in to the account and have a valid payment method associated with it. Payments may be handled by a third-party vendor. In that case, your use will be governed by separate Conditions of Use. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.

## **REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT**

If you do post content or submit material to Credit Suite, and unless we indicate otherwise, you grant Credit Suite a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Credit Suite and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Credit Suite for all claims resulting from content you supply. Credit Suite has the right but not the obligation to monitor and edit or remove any activity or content. Credit Suite takes no responsibility and assumes no liability for any content posted by you or any third party.

## **INTELLECTUAL PROPERTY COMPLAINTS**

Credit Suite respects the intellectual property of others. If you believe that your intellectual property rights are being infringed, please follow our [Notice and Procedure for Making Claims of Copyright Infringement](#).

## **OTHER BUSINESSES**

Parties other than Credit Suite provide services or software, or sell product lines through the Credit Suite Services. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Credit Suite. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). Credit Suite does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE CREDIT SUITE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE CREDIT SUITE SERVICES ARE PROVIDED BY CREDIT SUITE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. CREDIT SUITE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE CREDIT SUITE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE

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## **DISPUTES**

**Any dispute or claim relating in any way to your use of any Credit Suite Service, or to any products or services sold or distributed by Credit Suite or through [www.creditsuite.com](http://www.creditsuite.com) 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 this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Northwest Registered Agent LLC, 7901 4th St. N, STE 300, St. Petersburg, FL 33702. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules. The AAA's rules 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. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## APPLICABLE LAW

By using any Credit Suite Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Credit Suite.

## SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on this site. These policies also govern your use of Credit Suite Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## OUR ADDRESS

Credit Suite, Inc.  
501 E Kennedy Blvd Suite 1400  
Tampa, FL 33602

<https://www.creditsuite.com>

## ADDITIONAL CREDIT SUITE SOFTWARE TERMS

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Credit Suite Services (the "Credit Suite Software").

1. **Use of the Credit Suite Software.** You may use Credit Suite Software solely for purposes of enabling you to use the Credit Suite Services as provided by Credit Suite, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Credit Suite Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Credit Suite Software in whole or in part. All software used in any Credit Suite Service is the property of Credit Suite or its software suppliers and is protected by United States and international copyright laws.
2. **Use of Third Party Services.** When you use the Credit Suite Software, you may also be using the services of one or more third parties. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Credit Suite Software, whether in whole or in part.
4. **Updates.** We may offer automatic or manual updates to the Credit Suite Software at any time and without notice to you.

5. **Conflicts.** In the event of any conflict between these Conditions of Use and any other Credit Suite or third-party terms applicable to any portion of Credit Suite Software, such as open-source license terms, such other terms will control as to that portion of the Credit Suite Software and to the extent of the conflict.

## **HOW TO SERVE A SUBPOENA OR OTHER LEGAL PROCESS**

Credit Suite accepts service of subpoenas or other legal process only through Credit Suite's registered agent, Northwest Registered Agent LLC (NWRA). Subpoenas or other legal process may be served by sending them to NWRA at the following address:

Credit Suite, Inc.  
Northwest Registered Agent LLC  
7901 4th St. N, STE 300  
St. Petersburg, FL 33702

Attn: Legal Department – Legal Process

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request.

## **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT**

If you believe that your intellectual property rights have been infringed, please email [legal@creditsuite.com](mailto:legal@creditsuite.com) with a full description of the allegedly infringing material. This form may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims.

We respond quickly to the concerns of rights owners about any alleged infringement.

We offer the following alternative to our email for copyright complaints only. You may submit written claims of copyright infringement to our Copyright Agent at:

Legal Department  
Credit Suite, Inc.  
501 E Kennedy Blvd  
Suite 1400  
Tampa, FL 33602  
Phone: 7272757151  
Email: [legal@creditsuite.com](mailto:legal@creditsuite.com)

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.