

# Credit Galaxy Terms of Use

BY CLICKING THE BUTTON, YOU AGREE TO THE TERMS AND CONDITIONS OF THE TERMS OF USE, WHICH APPLIES TO THE FAIR ISAAC CORPORATION ("FICO" OR "OUR" OR "US" OR "WE") CREDIT GALAXY PRODUCT, INCLUDING YOUR USE OF CREDIT GALAXY. [PRINTABLE VERSION](#)

## 1. Consent to Terms of Use and Privacy Policy

You acknowledge that you have received and are able to read (i) FICO's Website Terms of Use, and (ii) FICO's Privacy Policy. There are links to these documents below. You agree to be bound by the terms and conditions of both of these documents.

[Website Terms of Use](#)    [Privacy Policy](#)

## 2. Delivery of Notices and Updates

You agree to receive future notices and updates with respect to the Credit Galaxy product you have requested from FICO, or updates to the Website Terms of Use and the Privacy Policy, via posting on this Website or, at our option, via email. You consent to our delivering the notices and updates by our making them available on this Website.

## 3. Use of Credit Galaxy

This Terms of Use applies to the Credit Galaxy product you access from us. You agree to use Credit Galaxy solely for your own personal educational and informational use and not for any other use. You agree not to: (i) use Credit Galaxy for any purpose other than your own personal educational and informational use and not for any other use or in any other manner that exceeds the scope of the license granted under this Terms of Use; (ii) modify, adapt, translate or make derivative works from Credit Galaxy; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of Credit Galaxy to human perceivable form or permit others to do so; (iv) disclose the Credit Galaxy to, or permit the use or access of the Credit Galaxy by, any third party; or (v) assign, sublicense, lease, transfer or distribute the Credit Galaxy, or operate the Credit Galaxy for timesharing, rental, outsourcing, or service bureau operations (or otherwise for the benefit of any third party). FICO reserves all rights not expressly granted to you under this Terms of Use. Without limiting the foregoing, FICO retains and reserves sole and exclusive worldwide right, title and interest in and to all Intellectual Property, including without limitation, the Credit Galaxy, and any know-how, subject to only the limited, non-exclusive, license rights granted in this Terms of Use. "Intellectual Property" means all or any of the following in any country worldwide, whether or not filed or registered: (i) patents, (ii) copyrights, (including moral rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, Internet addresses (URLs), and the goodwill associated therewith; (vii) semiconductor topography rights; and (viii) any other proprietary rights relating to intangible property anywhere in the world. FICO reserves the right to make changes to or discontinue Credit Galaxy at any time, with notice as described in Section 2 above.

## 4. Payment and Cancellation

a. Payment. The license granted to you for your use of Credit Galaxy solely for own personal educational and informational use is provided to you at no charge.

b. FICO Cancellation. We may cancel Credit Galaxy or your access to the Website or Credit Galaxy at any time and for any reason.

## 5. Taxes and Fees

Prices indicated on the Website are exclusive of state and local sales and use taxes. You are responsible for any such state and local sales and use taxes, and any other taxes and government levies, if any, associated with your order. If state and local sales and use taxes are due, these amounts will be added to the sale price and your payment will be inclusive of those amounts. Prices are subject to change at any time but will not affect orders for products made or product renewals prior to the date of the change.

## 6. No Substitute for Professional Advice

You agree that the products you have requested are for your information only and are not a substitute for professional advice. You should not rely on Credit Galaxy a factor or source of information in making any credit or investment decision, or relating to possible identity theft or fraud. Also, you should use information delivered to you as part of Credit Galaxy, or information found on the Website, solely for your own personal educational and information purposes.

## 7. NOT A CREDIT REPAIR ORGANIZATION

FICO is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act. FICO does not provide "credit repair" services or advice or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating. Neither Fair Isaac nor the Credit Galaxy product provides or performs any service to you for the express or implied purpose of improving your credit record, your credit history or your credit rating or provide assistance or advice to you with regard to "rebuilding" or "improving" your credit score, your credit record, your credit history or your credit rating. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT SEEKING TO ACCESS CREDIT GALAXY OR THE WEBSITE, USE OR RECEIVE CREDIT GALAXY FOR THE EXPRESS OR IMPLIED PURPOSE OF REBUILDING OR IMPROVING YOUR CREDIT RECORD, YOUR CREDIT HISTORY OR YOUR CREDIT RATING OR TO PURCHASE, USE OR RECEIVE ANY ASSISTANCE OR ADVICE WITH REGARD TO IMPROVING OR REBUILDING YOUR CREDIT SCORE, YOUR CREDIT RECORD, YOUR CREDIT HISTORY OR YOUR CREDIT RATING.

## 8. Confidentiality

You agree to treat your login credentials and any content you receive from us as confidential and not to share them with other persons or display them so that others have access to them. We are not responsible if third parties access Credit Galaxy.

## 9. Not For Use By Minors

The products and services on the Website are not intended for use by minors. You represent you are at least eighteen (18) years old.

## 10. No Warranties and No Liability

CREDIT GALAXY IS PROVIDED "AS-IS", AND NEITHER FICO MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. CREDIT GALAXY IS NOT ERROR FREE. USE OF CREDIT GALAXY DOES NOT GUARANTEE ANY PARTICULAR RESULT. YOU UNDERSTAND AND AGREE THAT FICO IS NOT LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE CREDIT GALAXY OR THE WEBSITE, INCLUDING, WITHOUT LIMITATION, IDENTITY THEFT, BREACH OR LOSS OF PRIVACY, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR FAILURE TO ACHIEVE ANY PARTICULAR RESULT, WHETHER IN AN ACTION BASED ON CONTRACT, NEGLIGENCE, OTHER TORT, OR STRICT LIABILITY, EVEN IF FICO IS EXPRESSLY ADVISED OF THE POSSIBILITY OF THOSE TYPES OF DAMAGES. SUCH PROVIDERS AND THIRD PARTIES ARE EXPRESSLY MADE THIRD PARTY BENEFICIARIES OF THIS TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR DAMAGES IN CERTAIN TYPES OF AGREEMENTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN THAT CASE, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL APPLY TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW, AND, IF LIABILITY IS IMPOSED UPON FICO, YOU AGREE THAT FICO'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT OR YOUR USE OF ANY PRODUCT, ANY SERVICE OR THE WEBSITE, UNDER ANY THEORY OF RECOVERY, WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCTS TO WHICH THE CLAIM(S) RELATE(S).

## 11. Arbitration

### PLEASE READ CAREFULLY. THIS AFFECTS YOUR RIGHTS.

The Website is controlled and operated by FICO in the State of Minnesota and this Terms of Use, and any dispute or claim arising out of or relating in any way to this Terms of Use, the Website, or Credit Galaxy (and any findings, decision, settlement, or information relating in any way thereto) will be governed by, construed and enforced in accordance with the laws of the State of Minnesota. You agree that any dispute or claim arising out of or relating in any way to this Terms of Use, the Website, or Credit Galaxy, in each case, must be resolved exclusively by binding arbitration in accordance with the terms and procedures set forth in below, and any such dispute or claim, and any proceeding, finding, decision, settlement, or any information relating in any way to the foregoing shall be treated FICO's confidential information and shall not be disclosed.

We will try work in good faith to resolve any issue you have with Credit Galaxy or the Website if you bring that issue to the attention of our customer service department. However, you agree there may be cases where we may not be able to resolve an issue to a customer's satisfaction. You agree that any dispute or claim arising out of or relating in any way to your use of the Website must be resolved exclusively by binding arbitration. The only exception would be if you have violated or threatened to violate the intellectual property rights of FICO or any third party, in which case FICO or that third party may go to court to seek an injunction or other appropriate relief. Unless a different procedure is required by applicable law, the arbitration will be conducted before a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Supplementary Procedures for Consumer-Related Disputes (see <https://www.adr.org/sites/default/files/Consumer-Related%20Disputes%20Supplementary%20Procedures%20Sep%202015%2C%202005.pdf> or contact AAA at 800-778-7879 for additional information). Unless a different result is required by applicable law, no claims of any other parties may be joined or otherwise combined in the arbitration proceeding. In other words, **YOU AGREE THAT YOU WILL NOT BE ALLOWED TO FILE A CLASS ACTION OR ANY KIND OF CLASS OR JOINT ARBITRATION.**

If you intend to seek arbitration you must first send, by certified mail, a written notice of dispute to us at the following address: Fair Isaac Corporation, 3661 Valley Centre Drive, San Diego, CA 92130. The notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from us. If an agreement to resolve the claim is not reached within 30 days after the notice is received, you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made shall not be disclosed. After we receive notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee. If you are unable to pay this fee upfront, we will pay the filing fee directly upon receiving your written request. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, at an in-person hearing, or at a hearing conducted via telephone as established by the AAA Rules. Any hearings for a claim that exceeds \$10,000 will be determined by the AAA Rules. Except as otherwise provided for herein, we will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the above arbitration notice requirements. However, if the arbitrator finds that the substance of your claim or the relief sought by you was frivolous or was brought for an improper purpose, then payment of such fees will be determined by the AAA Rules, and you agree to pay all amounts that you are obligated to pay under the AAA Rules or reimburse us for all amounts previously disbursed by us in satisfaction of such obligations. The arbitrator may rule on and resolve disputes as to the payment and reimbursement of fees and expenses (including reasonable attorneys' fees) at any time during the arbitration proceeding, pursuant to the AAA Rules and applicable law. Except for punitive and consequential damages (which the arbitrator is not authorized to award), and subject to the terms of this Terms of Use, the arbitrator is authorized to award either party any money damages or any provisional or equitable remedy permitted by applicable law.

The award of the arbitrators may be enforced by the prevailing party in any court having jurisdiction. Each party consents to the non-exclusive jurisdiction of the courts of the State of Minnesota or to any Federal Court located within the State of Minnesota for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrator, for temporary, interim, or provisional equitable remedies.

If these arbitration terms are held to be invalid or otherwise unenforceable for any reason, it will be severed from this Terms of Use and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Minneapolis, Minnesota. You agree that, even if a statute of limitations or other law provides for a longer time period, any action against FICO, its officers, directors, employees, agents, licensors, suppliers and any third party providers of information, products, or services relating to the Website or Credit Galaxy must be brought within 12 months after the event that gave rise to the cause of action or it is forever barred.

**BECAUSE YOUR USE OF THE WEBSITE AND CREDIT GALAXY HEREUNDER REQUIRES THAT YOU CONSENT TO ARBITRATION OF YOUR CLAIMS OR DISPUTES, YOU WILL NOT HAVE THE RIGHT TO PURSUE YOUR CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF THAT PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. IF ANY COURT WERE TO FIND THAT THE ARBITRATION CLAUSE WERE UNENFORCEABLE FOR ANY REASON, THEN YOU AGREE TO PURSUE YOUR CLAIM EXCLUSIVELY IN A STATE OR FEDERAL COURT IN MINNEAPOLIS, MINNESOTA, AND AGREE THAT A JUDGE RATHER THAN A JURY IS TO ADJUDICATE YOUR CLAIM.**

This arbitration provision shall survive termination or expiration of this Terms of Use.

## **12. Entire Agreement**

This Terms of Use, together with (i) the [Website Terms of Use](#), and (ii) the [Privacy Policy](#), constitute the entire agreement between you and FICO with respect to Credit Galaxy. Please review these documents each time you log in to use the Website or your products as FICO reserves the right to make changes to the documents from time to time.