

Terms and Conditions

www.credyapp.com

Acceptance of the Terms and Conditions.

These Terms and Conditions are entered into by and between you and WCH Service Bureau Inc. (“WCH” “our,” “us,” or “we”). The following terms and conditions, together with our Privacy Policy (collectively, “Terms and Conditions”), govern your access to and use of www.credyapp.com and related services (collectively, the “Website”, “Service” or “Product”) whether as a user or visitor.

Please read the Terms and Conditions carefully before using the Website. By using the Website, you agree to be bound and abide by these Terms and Conditions and our [Privacy Policy](#). If you do not want to agree to these Terms and Conditions, you must not use or otherwise access the Website.

Terms Applicable to CredyApp.

We provide the Product for your business use. You may not use the Product in a way that is against the law. You may not rent, lease, license, or otherwise transfer any rights to use the Product. You may not use it in a way that harms us or our affiliates, resellers, distributors, service providers and/or suppliers. We may tell you about certain specific harmful uses in a notice available through the Product. You will obey all and any notices we provide.

Representations You Make.

You represent and warrant that:

- All registration information you submit will be true, accurate, current, and complete;
- You will maintain the accuracy of such information and promptly update such registration information as necessary;
- You will not use the Website for any illegal or unauthorized purpose;
- Your use of the Website will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

As part of WCH’s Service, Users may have the ability to process PII (“Personally Identifiable Information” means any information that may be used to identify an individual, such as your first and last name, age, gender, postal address, e-mail address, telephone number, other contact information, or other personally identifiable information under applicable law or equivalent State law governing the use or disclosure of information).

CredyApp - Service Rules.

As a User of this Product, you are bound by rules and regulations set forth by these Terms and Conditions. Violation of these rules and regulations will result in the deactivation of your accounts and possible civil and/or criminal penalties. For your benefit and information, we have posted the rules pertaining to the Product as put forth here for your general information and must be abided to use this Website. The rules posted here are not all-inclusive and there may be additional rules and regulations you must abide by. These rules may change without notice. It is your responsibility to ensure that you know and abides by the most current rules and regulations.

As a reminder, you agreed to use sufficient security procedures (including compliance with all provisions of the HIPAA security regulations if needed) to ensure that all transmissions of documents are authorized and protect all beneficiary-specific data from improper access.

Responsibility of Users.

You are responsible for all activity under your account. You may authorize other persons working directly for you or your office to use your account and you are responsible for keeping confidential any password for your account. We may not allow you to have additional member accounts associated to your account. We may limit who may use any associated accounts. You must tell us right away about anyone using any of your accounts or associated accounts without your consent, or any security breach that relates to the Product.

Intellectual Property Rights.

Unless otherwise indicated, the Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the website (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Website “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Performance and Usage Information.

We may automatically upload performance and usage data for evaluating the Website and the software associated with the Product. Such data will not personally identify you. You may opt-out of the automatic uploading of your usage data (but not performance data) as indicated in software associated with the Website.

Changes to the Terms and Conditions.

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the Website thereafter.

Your continued use of the Website, and Product, following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time – we recommend you check our Terms and Conditions each time you access this Website – so you are aware of any changes as they are legally binding on you.

Disclaimer of Warranties and Acknowledgements.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for reconstruction of any lost data.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND RELATED PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT THERETO, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY. WE DO NOT WARRANT THAT THE FUNCTIONS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION THEREOF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE THAT WE GIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

Limitation of Liability.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OR THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

This limitation applies to:

- any matter related to the Website/Product;
- any matter related to content (including code) on third party Internet sites, third party programs or third party conduct;
- any matter related to viruses or other disabling features that affect your access to or use of the Website/Product;

- any matter related to incompatibility between the Website/Product, software and hardware;
- any matter related to delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the Website/Product in an accurate or timely manner;
- claims for breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

Indemnification.

You agree to defend, indemnify and hold harmless WCH, its affiliates, licensors and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees arising out of or relating to your violation of these Terms and Conditions or your use of the Website including, but not limited to, any use of the Website's content, and Product other than as expressly authorized in these Terms and Conditions or your use of any information obtained from the Website.

Governing Law and Jurisdiction.

All matters relating to the Website and these Terms and Conditions, any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of New York.

Waiver and Severability.

No waiver by WCH of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by WCH to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provision of the Terms and Conditions will continue in full force and effect.

Your Comments and Concerns.

This Website is operated by WCH Service Bureau Inc. All feedback, comments, concerns, requests for technical assistance and other communications relating to the Website should be directed to ilyam@wchsb.com.

Effective Date: 11/29/2021