

SmartLoans Today Terms of Use

Website Terms of Service

Last updated: January 2017

These Website Terms of Service (including any document incorporated by reference herein) for SmartLoans Today, LLC (d/b/a SmartLoans Today) (hereinafter referred to as "SLT") and such other websites as may be owned and/or controlled by SLT (collectively the "websites") that contain these Website Terms of Service ("Terms of Service"), constitutes a legal contract between you and SLT and covers all aspects of your use of the websites and, to the extent not superseded by the terms and conditions of any contract we may sign with you, of any product or service that we may supply to you.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITES YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF AT ANY TIME YOU DISAGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY CEASE YOUR USE OF THE WEBSITES.

1. Eligibility; Privacy

The products and/or services offered through the websites are not available to persons under the age of 18 or to persons who are not legal residents of the United States, by visa or otherwise. We do not originate or arrange any loans to residents of Alabama or Nebraska that are under the age of nineteen (19). BY CLICKING ANY "SUBMIT" OR OTHER BUTTON OR BY ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITES YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES.

Some of the products and services offered through the websites may be subject to additional terms and conditions, including those products and services offered by or through third-party providers. To the extent not inconsistent with these Terms of Service, these additional terms and conditions are hereby incorporated herein by reference; however, in the case of any inconsistency between these Terms of Service and any other document that is incorporated by reference herein, these Terms of Service shall control.

SLT has made a commitment to protecting the privacy of those who visit our websites and access the products and services available therein. SLT's Privacy Policy is hereby incorporated herein by reference.

2. Products and Services

Certain of the websites, and/or functionalities contained therein, operate as an online marketplace where visitors can research and submit requests for various different products and/or services, and research different types of consumer related loans, as well as other products and services. You understand and agree that if you submit a request for a product or service or for further information relating to a product or service offered through any of the websites, SLT will share that portion of your information as may be required in order to match you with selected providers of the products and/or services that you request.

By submitting your contact information to us, you are expressly consenting to be contacted by us or by one or more providers of products and services by telephone, email or postal mail *even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution.*

You understand that SLT may obtain your personal information (such as your full name, address, telephone number and other information, including your social security number or date of birth) in order to establish your potential qualification for the various loan programs available through us and/or other lenders, and to estimate the terms under which said loans may be generally available to you. If you grant us authorization, SLT will use your personal information to obtain and use your credit report and/or credit score on your behalf for the purpose of estimating your qualification for the loans offered by us or our network of lenders. In addition, you may find yourself at SLT by transfer from a third party through whom you've requested loan related information. SLT does not charge you for using this service however in exchange for the use of this service, you agree to talk to us or at least one of the members of our network, chosen by you. SLT may be compensated for such service directly by other lenders themselves. By using the websites you acknowledge that SLT does not originate (fund) loans in connection with any product or service offered to you, does not warrant or guarantee the products or services of any Lender or any particular loan product and is not party to any discussions that you may have or agreement that you may make with any lender and the determination of whether a particular loan offer from a particular lender is appropriate for your circumstances is entirely yours. While we may not initially provide your loan request information to more than one lender (as chosen by you), we reserve the right to provide said information to other lenders as we deem fit.

SLT is not an agent of you or any Lender and our services are purely administrative. We advise that you rely on your own judgment in deciding which available loan product, terms and lender best comports with your needs and financial means. You are under no obligation to complete a loan with any lender to which you are introduced through SLT.

Remember, to the extent that you get matched with a third party lender, that lender is solely responsible for its products and/or services to you, and you agree that SLT shall not be liable for any damages or costs of any type arising out of or in any way connected with your

use of such products and/or services. You understand that lenders may keep your loan request information and any other information provided by SLT or received by them in the processing of your loan request, whether or not you are qualified for a loan with them or if you make a loan with them. You agree to notify any particular Lender directly if you no longer want to receive communications from them.

Lenders are not attempting to make loans outside of their authorized states or country by participating in and offering their products on the websites. Lenders presented through our website expressly reserve the right to discontinue, suspend or terminate the offering of any loan product in any specific state through the websites at any time, without prior notice.

While SLT makes every effort to ensure that the loan terms and conditions displayed on its site are an accurate reflection of the terms and conditions offered by other individual lenders, SLT does not covenant or guarantee acceptance into any particular loan program or specific loan terms or conditions with any lender; loan approval standards are established and maintained solely by individual lenders. In addition, SLT does not guarantee that the loan terms or rates offered and made available by lenders are the best terms or lowest rates available in the market. A lender's offer may be subject to many different variables, including but not limited to: market conditions, approval and qualification. The actual fees & rates provided by lenders may be lower or higher depending on your comprehensive credit profile and asset / income consideration (including but not limited to loan to value and debt to income ratios), among other things. Nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. Lenders may not offer all services or products as well as not offer products in all states. You might not be matched with the lender making any specific offer.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a lending service or product through SLT to the lender to whom your loan inquiry is transmitted. By submitting the loan inquiry, you are extending an express invitation to either SLT or a third party lender you are matched with to contact you by telephone or email at the numbers or addresses you have provided so they may assist you with your needs, and you hereby agree and consent to any such calls even if your phone number is on any Do Not Call or marketing suppression list, or by email at the email address you provided or at another address that may be associated with you that we receive from lenders or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. By saving your information with SLT or by doing a submission, you give SLT permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete loan requests, the delivery of loan request matches, deadlines, quality of services or other matters in connection with your loan request. For any submission you make, you represent that all of the information you have provided in your submission and loan request is true and complete.

3. Modification of These Terms of Service

SLT reserves the right to change, modify, add or remove portions of these Terms of Service at any time by posting amended Terms of Service. Please check these Terms of Service periodically for changes. Your continued use of any of the websites after the posting of changes constitutes your binding acceptance of such changes. Except as stated elsewhere, such amended Terms of Service will be effective immediately and without further notice.

4. Disclosures

Fair Credit Reporting Act (FCRA)

The Fair Credit Reporting Act (FCRA) allows you to obtain a disclosure from every credit reporting agency of the nature and substance of all information in your file at the time of the request. Full disclosure of information in your file at Experian must be obtained by going to Experian.com. The credit report you are requesting from SLT is not intended to constitute the disclosure of Experian information required by the Fair Credit Reporting Act or similar state laws.

You are entitled to receive a disclosure directly from the consumer reporting agency free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past (60) days as a result of your credit report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud
- Annually at AnnualCreditReport.com

Otherwise, the consumer reporting agency may impose a reasonable charge for the disclosure.

The Fair Credit Reporting Act permits you to dispute inaccurate or incomplete information in your credit file. You understand that accurate information cannot be changed.

You do not have to purchase your credit report or other information from SLT to dispute inaccurate or incomplete information in your Experian file or to receive a copy of your Experian consumer credit report. You may request SLT to help you correct inaccurate information. SLT can be reached via email at info@NewportBeachConsulting.com.

Experian's National Consumer Assistance Center provides a proprietary consumer disclosure that is different from the consumer credit report provided by SLT. The disclosure report must be obtained directly from Experian. Consumers residing in the states of Colorado,

Massachusetts, Maryland, New Jersey, and Vermont may receive a free copy of their consumer credit report once per year and residents of the State of Georgia may receive two copies per year.

Fraud Alerts are available to any eligible consumer *free of charge* from a national consumer reporting agency.

NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT

SLT is not a credit repair organization, and is not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the products, services, and/or content in order to do so.

5. License Grants

Subject to your compliance with these Terms of Service, SLT hereby grants you a personal, limited, non-exclusive, non-transferable revocable license to use the websites for purposes of accessing the information and contacting the providers of the products and services contained therein.

SLT expressly reserves all rights not specifically granted herein, including but not limited to the right to exercise whatever lawful means it deems necessary or appropriate to prevent unauthorized use of the websites.

By using the websites, you hereby grant to SLT a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), assignable, royalty-free license to transfer, display, reproduce, distribute, modify and otherwise use your personal and other information, subject to the restrictions set forth herein (including NBC's Privacy Policy).

6. Prohibited Conduct

By using the websites, you agree not to:

- a. Use the websites for any purpose other than to access the information and contact the providers of the products and services advertised therein;
- b. submit, transmit or facilitate the distribution of information or content that is illegal, harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable;
- c. attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the websites or bypass the measures we may use to prevent or restrict access to the websites;

- d. take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- e. use any robot, spider, scraper or other similar system to access the websites;
- f. impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; or
- g. submit, upload, post, email, transmit or otherwise make available any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships.

7. Ownership & Proprietary Rights

The websites are owned and operated by SLT. All content displayed on the websites, as well as all visual interfaces, graphics, designs, information, computer code (including source code or object code), software and all other elements of the websites are protected by United States copyright, trade dress, patent and trade/service mark laws, international conventions, where applicable, and all other relevant intellectual property and proprietary rights and laws. Except as otherwise specified on the websites, all content contained on the websites is the property of SLT and/or its third-party licensors. Except as expressly authorized by SLT, you may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from or otherwise make any unauthorized use of such content.

8. Links to Third-Party Sites; Dealings with Third Parties

The websites may include links or references to other web sites owned or operated by third parties with which SLT may have a relationship. SLT has no control over such third party web sites and, thus, is not responsible for their availability, content or advertising, or any products or services available from such third parties. Your correspondence or business dealings with such third parties are solely between you and such third party. Access and use of such web sites is solely at your own risk.

Your correspondence or business dealings with any third parties, including, but not limited to, business dealings with credit counseling services, debt settlement services, mortgage brokers or lenders, insurance agents or carriers or any other product or service provider are solely between you and such third party. SLT is not responsible for any terms, conditions, warranties or representations associated with such dealings or liable for any loss or damage of any sort incurred as the result of such dealings.

9. Termination; Exclusive Remedy

SLT at any time, in its sole discretion, for any or no reason, and without penalty or liability, may terminate your use of the websites and terminate any session. SLT may also in its sole discretion and at any time discontinue providing access to one or more websites. Any termination of access to the websites may be effected with or without prior notice, and SLT will not be liable to you or to any third party for any such termination.

Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

Your sole and exclusive remedy with respect to any dissatisfaction with (i) the websites, (ii) any term or condition of these Terms of Service or (iii) any policy or practice of SLT in operating any website is to terminate your access to and discontinuing use of the websites.

10. Indemnification

You agree to indemnify, save and hold SLT and its contractors, employees, agents and its third party suppliers and business partners harmless from any claims, losses, damages and liabilities, including legal fees and expenses, arising out of your use or misuse of the websites, any violation by you of these Terms of Service or any breach of the representations, warranties and covenants made by you herein. SLT reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with NBC's defense of any such claims. SLT will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. No Warranty; Disclaimers

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SLT AND ITS THIRD PARTY SUPPLIERS AND BUSINESS PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SLT OR THROUGH THE WEBSITES WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE.

THE USE OF THE WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES AND ANY DATA, INFORMATION, COMMERCIAL CONTENT, THIRD-PARTY WEB SITES, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

NONE OF SLT OR ITS THIRD PARTY SUPPLIERS AND BUSINESS PARTNERS WARRANT THAT ANY DATA, INFORMATION, COMMERCIAL CONTENT, THIRD-PARTY WEB SITES, PRODUCTS OR SERVICES OFFERED ON OR THROUGH THE WEBSITES OR ANY THIRD PARTY WEB SITES WILL BE UNINTERRUPTED OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY OF THE FOREGOING, IF PRESENT, WILL BE CURED OR STOPPED. YOUR USE OF THE WEBSITES OR ANY THIRD PARTY WEB SITES IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY

(INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE OF SUCH WEBSITES.

12. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL SLT OR ITS THIRD PARTY SUPPLIERS AND BUSINESS PARTNERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE WEBSITES OR ANY THIRD-PARTY WEB SITE OR ANY OTHER INTERACTIONS WITH SLT, EVEN IF SLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SLT' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13. Release

BY YOUR USE OF ANY SLT WEBSITE, YOU ARE AGREEING TO RELEASE AND DISCHARGE SLT AND ITS THIRD PARTY SUPPLIERS AND BUSINESS PARTNERS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND EXPENSES OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

14. Dispute Resolution

In the event of a dispute between you and SLT that arises out of these Terms of Service or any product or service you obtain through the websites ("Claim"), you and SLT agree to resolve that Claim in accordance with the procedures set forth below or as we may otherwise agree in writing. Before resorting to these dispute resolution mechanisms, you must first contact us directly to seek a resolution. If, however, we are unable to

resolve our differences informally, SLT will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

For any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, either party may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider chosen by the party seeking arbitration. The ADR provider and the parties must comply with the following rules:

- a. the arbitration shall be conducted by telephone or online and be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- b. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- c. any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

15. Miscellaneous

15.1 Notice. SLT may provide you with notices by e-mail, regular mail or postings on any website. Notice will be deemed given twenty-four hours after e-mail is sent, unless SLT is notified that the e-mail address used is invalid. Alternatively, SLT may give you legal notice by mail to a postal address, if provided by you through any website. In such case, notice will be deemed given three (3) calendar days after the date of mailing.

All notices to SLT must be made in writing and e-mailed to:

SmartLoans Today, LLC
120 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

15.2 Waiver and Severability of Terms. The failure of SLT to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by SLT. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms of Service shall remain in full force and effect and the parties agree that such court should endeavor to give effect to the parties' intentions.

15.3 Choice of Law; Forum. These Terms of Service shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed

entirely within California between California residents, without regard to conflict of law provisions.

Any claim or dispute you may have against SLT must be resolved by a court located in Orange County, California, except as otherwise agreed by the parties or as described in Paragraph 13. You agree to submit to the personal jurisdiction of the courts located within Orange County, California for the purpose of litigating all such claims or disputes.

All claims filed or brought contrary to either Section 13 or this Section 14.3 shall be considered improperly filed. Should you file a claim improperly, SLT may recover reasonable attorneys' fees and costs, provided that SLT has notified you in writing of the improperly filed claim and you have failed to withdraw the claim promptly.

15.4 Assignment. You may not transfer or assign any of your rights and obligations under these Terms of Service without the express prior written consent of SLT, give in its sole discretion. However, you acknowledge and agree that SLT may freely and without restriction or limitation assign or transfer any of its rights and obligations under these Terms of Service.

15.5 Entire Agreement. These Terms of Service and any document incorporated by reference herein constitute the entire agreement between you and SLT and govern your use of the websites, superseding any prior agreements between you and SLT. Notwithstanding the foregoing, you also may be subject to additional terms and conditions that may apply when you use or purchase certain products and/or services provided by SLT or one of NBC's third party business partners.

15.6 Survival. The following paragraphs shall survive termination or your refusal to continue to use the Service: 4, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

16. ADDITIONAL STATE LAW NOTICES FOR BORROWERS

ARIZONA RESIDENTS

Notice: You may request that the initial disclosures prescribed in the Truth in Lending Act (15 United States Code sections 1601 through 1666j) be provided in Spanish before signing any loan documents.

Aviso: Usted puede solicitar que las divulgaciones iniciales prescritas en la Ley Truth in Lending Act (15 Código de los Estados Unidos secciones 1601 hasta 1666j) sean proporcionadas en español antes de firmar cualesquiera documentos del préstamo.

Notice: Before signing any loan documents or otherwise committing to a loan, you may download and print copies of those documents from our website and keep them for your review.

CALIFORNIA RESIDENTS

Married registrants may apply for a separate account. AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. BUT, WE WILL NOT SUBMIT A NEGATIVE CREDIT REPORT TO A CREDIT REPORTING AGENCY ABOUT THIS OBLIGATION UNTIL THE EXPIRATION OF ANY TIME PERIOD DESCRIBED.

IOWA RESIDENTS

NOTICE TO CONSUMER: 1. Do not sign [or agree to] this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

KANSAS RESIDENTS

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

CONSENT TO DOING BUSINESS ELECTRONICALLY

When you choose to participate on the SLT platform as a borrower, from time to time you will receive disclosures, notices, documents and information ("Communications") from SmartLoans Today, LLC , or our respective agents (collectively, "we" or "us"). We can only give you the benefits of our service by conducting business through the Internet, and therefore we need you to consent to our giving you Communications electronically. This section informs you of your rights when receiving Communications from us electronically.

Electronic Communications. You agree that all Communications from us, SLT, and our respective agents relating to your use of the SLT platform may be provided or made available to you electronically by e-mail or at our website. If you consent, you still have the right to receive a free paper copy of any Communication by contacting us in the manner described below. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

Scope of Consent. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions through the SLT platform, whether or not you place a listing or bid, or act as a group leader.

Hardware and Software Requirements. To access and retain the Communications electronically, you will need to use a computer with Internet Explorer 7.0 or above, Firefox 3.0 or above, or similar software, Adobe Acrobat and hardware capable of running this software. You acknowledge that you can access the electronic Communications in the designated formats described herein.

Mobile Technology. If you are accessing our site electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device's app store. If your mobile device does not have this functionality, you must access our website through alternate means that provide you with the ability to print and save the Communications.

Withdrawing Consent. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward (1) you cannot place any further listings or bids through the SLT platform, (2) any

pending listings or bids will automatically terminate and be removed from the SLT platform, and (3) if you are a group leader on the SLT platform, you cannot accept new members into your group. The withdrawal of your consent will not affect the legal validity and enforceability of any pending loans obtained through the SLT platform, or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. With respect to pending loans on which you are a borrower, lender or group leader entitled to group leader rewards, we will send you any further Communications by mail or other non-electronic means.

MARYLAND RESIDENTS

This loan is being made under, and shall be governed by, the provisions of Subtitle 10 of Title 12 of the Commercial Law Article of the Maryland Code only to the extent that such provisions are not inconsistent with federal law (12 U.S.C. § 1831d) and related regulations and interpretations.

MASSACHUSETTS RESIDENTS

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI RESIDENTS

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

OHIO RESIDENTS

Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

TEXAS RESIDENTS

This lender is licensed and examined by the State of Texas - Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems. Office of Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207, (800) 538-1579, www.occ.state.tx.us.

UTAH RESIDENTS

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

WASHINGTON RESIDENTS

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

WISCONSIN RESIDENTS

NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.