

## VELOCITY TERMS OF USE

Last updated: October 16, 2022

**NOTICE REGARDING ARBITRATION, WAIVER OF TRIAL BY JURY, AND CLASS ACTIONS.** STRICTLY AS BETWEEN YOU AND VELOCITY, THESE TERMS AND CONDITIONS (DEFINED BELOW) CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS BY YOU AGAINST US, INCLUDING THOSE REGARDING DISCLAIMERS OF WARRANTIES AND LIABILITY. THESE TERMS AND CONDITIONS ALSO ALLOW YOU TO PURSUE CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU MAY SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS. PLEASE NOTE THAT YOUR RIGHTS IN RELATION TO YOUR LENDER (INCLUDING YOUR RIGHTS UNDER ANY LOAN AGREEMENT) ARE GOVERNED BY SEPARATE AGREEMENT.

Your bank, credit union or other lender (“Lender”) has engaged Velocity Borrower Logic, LLC (“Velocity”, “we”, “us” or “our”), a technology provider, to manage on your Lender’s behalf the online processing of certain consumer loans that your Lender offers, a product we call CashPlease which your Lender has licensed and branded f1RST Balance Boost. As a result, when you expressed interest in your Lender’s f1RST Balance Boost loan product, your Lender directed you this Velocity-operated website. The website is one component of Velocity’s suite of CashPlease Services (as defined in below), a technology solution that allows your Lender to offer f1RST Balance Boost loans to customers like you. These Velocity **Terms of Use** (“Terms of Use”) are a contract only between you and Velocity (a Delaware limited liability company), and they govern your access to and use of the CashPlease Services. Your Lender is not a party to this contract.

As detailed below, any loan obtained through the CashPlease Services is made by your Lender, and that loan would be governed by loan contract(s) between you and your Lender only. Similarly, any other interactions between you and your Lender, or services you may receive from your Lender (including online banking, which may occur on a website accessible from or closely resembling this Velocity-operated website), are also governed by separate agreements that do not involve Velocity.

We are pleased to provide you access to certain systems, programs, products, methods and other intellectual property, which include (i) websites (including, without limitation, the web pages and software), applications (including mobile applications) and content that we may provide or make available from time to time; (ii) network systems and accounts, including your account to access the CashPlease Services, whether set up directly within the CashPlease Services or by using a single sign-on through your account with your Lender; and (iii) notifications from us via e-mail and other mediums, or portions of such mediums (collectively, “CashPlease Services”).

The CashPlease Services and your use of them are governed not only by these Terms of Use but also by our Privacy Policy (available using the link at the bottom of this page) as well as any other policies or terms and conditions that are referenced herein (collectively with these **Terms of Use**, our “Terms and Conditions”), each of which are expressly incorporated by reference into these **Terms of Use**. To the extent that such incorporated terms conflict with these **Terms of Use**, the incorporated terms will apply and control.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY CASHPLEASE SERVICE. BY ACCESSING THIS VELOCITY-OPERATED WEBSITE, BY USING ANY CASHPLEASE SERVICE, OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS AND CONDITIONS IF SUCH OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING THE INCORPORATED TERMS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OR ANY PORTION

OF THE TERMS AND CONDITIONS (INCLUDING ANY PORTION OF THE INCORPORATED TERMS REFERENCED ABOVE), YOU MUST NOT ACCESS OR USE THIS VELOCITY-OPERATED WEBSITE OR ANY OTHER CASHPLEASE SERVICE OR APPLY FOR LOANS ON OR THROUGH ANY CASHPLEASE SERVICE. THESE **TERMS OF USE** DESCRIBE THE LIMITED BASIS ON WHICH CASHPLEASE SERVICES ARE AVAILABLE AND, EXCEPT AS SET FORTH BELOW, OR UNLESS YOU ARE A PARTY TO A SEPARATE WRITTEN AGREEMENT WITH VELOCITY AS A PAYING CUSTOMER OF VELOCITY, SUPERSEDE PRIOR AGREEMENTS OR ARRANGEMENTS RELATED TO CASHPLEASE SERVICES.

WE MAY IMMEDIATELY TERMINATE YOUR ACCESS TO ANY CASHPLEASE SERVICE IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THE TERMS AND CONDITIONS.

## **1. The CashPlease Services vs. Your CashPlease Loan**

The CashPlease Services include a web-based interface for you to access some of your Lender's small dollar lending products and services, where your Lender is a client of Velocity and has chosen Velocity to administer one of its lending programs to its account holders or members ("Lending Program"). Through the CashPlease Services, you may have the ability to apply for and obtain small dollar loans (collectively, "Loan Products") from your Lender (each loan application, a "Transaction"). All loans which may be issued as a result of a Transaction are governed by the loan documents and other agreements your Lender may require in order to extend a loan to you. Velocity is not the originator of Loan Products, and the decision whether to extend credit is solely your Lender's decision. Any adverse action taken on your loan application is also the decision of your Lender. You should pay careful attention to the disclosures made available from your Lender through the CashPlease Services, including any application fees or other charges related to your loan application or loan, all of which are set and collected by your Lender.

CashPlease Services may contain technical inaccuracies and typographical or other errors in connection with the Loan Products. We make no representations and assume no responsibility as to the completeness, accuracy or timeliness of any Content (as defined below) on or describing any CashPlease Service (including any features, specifications, eligibility requirements, prices and available quantities). Transactions or information affected by any errors, inaccuracies or omissions in connection with CashPlease Services may or may not be honored. We may make changes, corrections, cancellations or improvements to any CashPlease Service at any time and without notice to you, including after confirmation of a Transaction.

## **2. Transactions**

If you wish to create an account to access the CashPlease Services, you may be asked to supply certain relevant information, such as your name, the last four digits of your social security number, and your e-mail address. You represent and warrant that (i) you have the right to submit this information; and (ii) any information provided to us is true, accurate and complete. By submitting such information, you grant to us the right to provide such information to your Lender for purposes of facilitating Transactions (for further information, please see our Privacy Policy). Verification of information may be required prior to the acknowledgment or completion of any Transaction.

All Transactions are subject to acceptance by your Lender, which may limit the available quantity of, or discontinue making available, any Loan Product. We may, in our sole discretion and without prior notice, bar any user from making any Transaction or refuse to provide any user with the ability to use the CashPlease Services to access Loan Products in accordance with our Terms and Conditions.

We are not responsible for communication failures, errors, difficulties or other malfunctions or lost, stolen or misdirected Transactions, transmissions, messages or entries on or in connection with any CashPlease Service. We are not responsible for any incorrect information associated with any

Transaction or any CashPlease Service regardless of whether such incident is the result of user error, system error or human error.

WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ANY CASHPLEASE SERVICE OR ANY LINKS ASSOCIATED WITH ANY CASHPLEASE SERVICE. SUBJECT TO APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY INJURY, LOSS OR DAMAGE TO YOUR COMPUTER, MOBILE PHONE OR OTHER DEVICE, OR INTERCEPTION OR USE OF CREDIT CARD INFORMATION OR OTHER PERSONALLY IDENTIFIABLE INFORMATION, RELATED TO OR RESULTING FROM USE OF ANY CASHPLEASE SERVICE OR ANY LINKS ASSOCIATED WITH ANY CASHPLEASE SERVICE.

### **3. Your Compliance with the Terms and Conditions**

You acknowledge that our Terms and Conditions are supported by reasonable and valuable consideration, which you have received and which is adequate. Such consideration includes your ability to access, use or interact with any CashPlease Service.

You represent that you have the capacity to be bound by our Terms and Conditions and are legally authorized to make all requests or Transactions. To determine your compliance with our Terms and Conditions, we may monitor your access and use of each CashPlease Service in accordance with our Privacy Policy.

References to gender (e.g., male, female or other) within any CashPlease Service are typically based on biological gender, and is no way intended to discriminate against any gender identity or gender expression in any manner whatsoever.

### **4. Changes to the Terms and Conditions**

We may update, amend or change our Terms and Conditions at any time, in our sole discretion and without notice. Amendments will take effect immediately upon us posting such updates on the CashPlease Services. We encourage you to periodically check our Terms and Conditions for changes, as your continued access and use of any CashPlease Service following the posting of any changes will automatically be deemed your acceptance of all changes. If you do not agree to any change to these terms and conditions, you must discontinue using CashPlease Services. These **Terms of Use** replace all previous notices or statements with respect to this subject and cannot be modified orally or in writing by any of our representatives, your Lender or any other third parties.

### **5. Your Access and Use of CashPlease Services**

You are entitled to access and use CashPlease Services only for lawful purposes and only pursuant to our Terms and Conditions. You are solely responsible for making all arrangements necessary for you to access CashPlease Services, including, without limitation, obtaining internet access when necessary. Your right to access and use CashPlease Services is personal to you and is not transferable by you to any other person or entity. You may not assign, transfer, re-market, resell or otherwise dispose of, CashPlease Services (including our products) without obtaining our prior written consent, which may be withheld in our sole discretion.

Your access and use of CashPlease Services may be interrupted from time to time for any of several reasons, including the malfunction of equipment, periodic updating, maintenance or repair of such CashPlease Services or other actions that we may, in our sole discretion, elect to take. We may suspend or discontinue, or otherwise restrict access by any user to, any CashPlease Service or any portion or feature of any CashPlease Service at any time, in our sole discretion and without prior notice to you. We will not be liable if, for any reason, any CashPlease Service or any portion or feature of any CashPlease Service is unavailable at any time or for any period.

## **6. No Access and Use of CashPlease Services by Minors**

You may only access and participate in CashPlease Services if you are 18 years of age or older or have reached the age of majority by your respective state or territory of residence, if such age is greater than 18 years of age.

## **7. Your Information and Security**

You Must Maintain the Integrity of Your Information. To access or use certain CashPlease Services, you may be required to provide us with information about you, which may be of a confidential nature and may include personally identifiable information, information regarding products you have purchased or financial information (“Your Information”). If you provide Your Information to us, then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes. Our collection, use and disclosure of Your Information are governed by our Terms and Conditions, including the terms of our Privacy Policy.

You Must Maintain the Security of Any Password Issued to You. If you are required to create a password to use any CashPlease Service or any portion thereof, including a password that you have created with your Lender or another third party, then it is your sole responsibility to maintain the security of that password. You acknowledge that your password and related account is personal to you and agree not to provide any other person with access to any CashPlease Service or portions thereof using your username, password or other security information. We will not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party. We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our sole opinion, you have violated any provision of our Terms and Conditions.

You Must Notify Us of a Breach. You will immediately notify us and/or your Lender of any unauthorized use of your password, any unauthorized use of any account that you may have with us, any violation of our Terms and Conditions, or any other breach of security known to you in connection with any product or service available on or through any CashPlease Service by notifying us at [legal@myvelocity.com](mailto:legal@myvelocity.com) or your Lender at or through any channel listed on the “Contact Us” page linked to the bottom of this website.

You Must Comply with These Terms and Conditions and All Applicable Law. You agree to comply with our Terms and Conditions and all applicable local, state, and federal laws, regulations or rules. You will not submit on or through any CashPlease Service any material that violates our Terms and Conditions, or is contrary to any applicable local, state, or federal laws, regulations or rules. Without limiting the foregoing, your access and use of CashPlease Services must not:

- Contain or promote any material that is false, inaccurate or misleading;
- Circumvent user authentication or security of any host, network or account;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Interfere with or disrupt any CashPlease Service, or disobey any requirements, procedures, policies or regulations provided to you from time to time in connection with any CashPlease Service (including our Terms and Conditions);
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Contain, transmit or cause any viruses, worms, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots or other code or computer programming routines that encompass

contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

If you are unsure about the appropriateness of any access, use or content related to any CashPlease Service, you must refrain from such access or use until you receive explicit approval from us.

## **8. Intellectual Property Rights**

As between you and us, CashPlease Services and their entire contents, features and functionality (including all information, text, software, displays, images, video, audio names, graphics, logos, page headers, button icons, scripts and service names, and the design, selection and arrangement of the foregoing) are owned by us, our licensors, your Lender or other providers of such material and are protected by United States or international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws (collectively, the "Proprietary Information"). You may not use the Proprietary Information without prior express written permission from us, which permission may be withheld in our sole discretion, and / or from, as appropriate, a third-party owner such of Proprietary Information.

CashPlease® is a registered trademark of Velocity, which we license to your Lender to use in association with certain small dollar loans it offers through one of its Lending Programs. We make no proprietary claim to any third-party names, trademarks or service marks appearing on or within any CashPlease Service. Any third-party names, trademarks and service marks are property of their respective owners.

The information, advice, data, software and content viewable on, contained in or downloadable from each CashPlease Service (collectively, the "Content"), including all text, graphics, charts, pictures, photographs, videos, images, line art, icons and renditions, are copyrighted or trademarked by, or otherwise licensed to, us or our Content suppliers. All software used on or within each CashPlease Service is our property or the property of our software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content does not entitle you to any ownership or intellectual property rights to the Content (including the software).

Notwithstanding the forgoing, the loan documents provided through the CashPlease Services are not considered Content, and the copyright or other intellectual property rights related to such documents belong to your Lender.

You are solely responsible for any damages resulting from your infringement of our or any third-party's intellectual property rights regarding the Proprietary Information, the Content (including the software) or any other harm incurred by us as a direct or indirect result of your copying, distributing, redistributing, transmitting, publishing or using the Proprietary Information, the Content (including the software) for purposes that are contrary to our Terms and Conditions.

## **9. Your Use of the Content**

Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use, other than the non-commercial use of the Content as permitted by our Terms and Conditions, is permitted by you without our prior written permission, which may be withheld in our sole discretion. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks, or provide links to or frame any CashPlease Service, without our prior written permission, which may be withheld in our sole discretion.

You may not (a) modify the Content; (b) utilize the Content for any commercial purpose or any other public display, performance, sale or rental; (c) decompile, reverse engineer or disassemble the Content; or (d) transfer the Content to another person or entity.

## **10. Access and Interference**

You may not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any CashPlease Service or any portion thereof or for any purpose, without our prior written permission, which may be withheld in our sole discretion. Additionally, you may not: (i) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any Content (except for Your Information) from any CashPlease Service without our prior written permission, which may be withheld in our sole discretion, and the permission of the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of any CashPlease Service or any activities conducted on any CashPlease Service; or (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to any CashPlease Service. We may, without prior notice to you, immediately disconnect your access to and use of any CashPlease Service if you interfere or disrupt any CashPlease Service.

Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from each CashPlease Service for the sole purpose of, and solely to the extent necessary, creating publicly available search indices of the materials on or within CashPlease Services, but not caches or archives of such materials. We may revoke these exceptions either generally or in specific cases. You may not collect or harvest any personally identifiable information, including account names, from any CashPlease Service. You may not use any communication systems provided on any CashPlease Service for any commercial or solicitation purposes. You may not solicit for commercial purposes any users of any CashPlease Service via image, video, text or any other method without our prior written consent, which may be withheld in our sole discretion.

## **11. Third-Party Materials**

There may be provided on or through any CashPlease Service links or access to other websites, mediums, content or materials belonging to your Lender or our business partners, suppliers, affiliates and other third parties. Such links and access do not constitute our endorsement of those third parties, nor the products or services of those third parties. We are not responsible for the activities or policies of those third parties. We accept no responsibility for such third parties conduct or for any loss or damage that may arise from your use of the third-party links or the products or services of those third parties. We do not guarantee that the terms, prices or other content offered by any particular advertiser, business partner, or other third party (or any affiliate thereof) on or through CashPlease Services are accurate or the best terms or lowest prices available in the market.

You acknowledge and agree that we are not responsible for any third-party materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. All third-party materials and links are provided solely as a convenience to you. If you decide to access any of the third-party websites or mediums, you do so entirely at your own risk and subject to the terms and conditions of use of such third-party websites and mediums.

## **12. Electronic Communications**

As part of your access or use of CashPlease Services, you may receive notifications, text messages, alerts, posts, notices, e-mails or other communications. You are responsible for any messaging or data fees you may be charged for such communications. By providing Your Information through the CashPlease Services, you authorize us and our agents, representatives and independent contractors to contact you at any telephone number (including telephone numbers associated with mobile, cellular, wireless or similar devices) or e-mail address that you provide to us or from which you place a call to us

or e-mail us (as applicable), or any telephone number or e-mail address at which we reasonably believe we may reach you, using any means of communication, including calls or text messages using an automatic telephone dialing system or prerecorded messages, even if you incur charges for receiving such communications. You may also receive service or marketing communications related to CashPlease Services from your Lender based on your privacy agreements with your Lender.

### **13. Your Responsibility for Equipment and Related Costs**

You are solely responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use CashPlease Services, and all costs and fees associated with Internet access, long distance charges or carrier rates (including phone, data and text messaging rates) incurred with regard to your access and use of CashPlease Services. All charges are billed by and payable to a third party. You should consult with that third party if you have questions about such services.

### **14. International Users and Compliance with Law**

CashPlease Services are controlled, operated and administered by us from our offices within the United States. We do not market to international persons or entities, and the CashPlease Service is intended for use by parties located in the United States. We make no representations that any CashPlease Service is permissible, appropriate or available for use in other jurisdictions. If you access any CashPlease Service from a location outside the United States, then you do so by your own volition and you are solely responsible for compliance with all laws, regulations and rules (including local laws and any applicable United States export control laws). You will not use any CashPlease Service or any Content in a manner prohibited by any applicable state, federal, international or local laws, rules, restrictions or regulations.

### **15. We Make No Representations or Warranties Regarding CashPlease Services or the Content**

You expressly agree that your use of CashPlease Services, the Content and all information, content, materials, products and services is at your sole risk. It is your sole responsibility to independently evaluate the accuracy, correctness or completeness of CashPlease Services, the Content and all information, content, materials, products and services. **EXCEPT AS OTHERWISE EXPRESSLY STATED BY US IN WRITING AT THE TIME OF PURCHASE OR OTHERWISE, (I) CASHPLEASE SERVICES, THE CONTENT AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH CASHPLEASE SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS; AND (II) WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THESE CASHPLEASE SERVICES, THE CONTENT OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH ANY CASHPLEASE SERVICE, INCLUDING THEIR ACCURACY, CORRECTNESS, COMPLETENESS, SAFETY, RELIABILITY, TITLE, TIMELINESS, NON-INFRINGEMENT, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Without limiting the foregoing, you acknowledge that we cannot guarantee the continuous operation of or access to any CashPlease Service. You further acknowledge that operation of and access to any CashPlease Service may be interfered with as a result of technical issues or numerous factors outside of our control. You may always contact your Lender regarding existing loans or your interest in new Loan Products. We make no representation, warranty or guarantee that any CashPlease Service or the Content that may be available for downloading from any CashPlease Service is free of infection from any viruses, worms, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. 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, device, data, programs or other equipment or material due to your use of any CashPlease Service or items obtained through any CashPlease Service or to your downloading of any material posted on any CashPlease Service or any links to any CashPlease Service.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

#### **16. Limitations on Our Liability**

**EXCEPT AS OTHERWISE EXPRESSLY STATED BY US IN WRITING, IN NO EVENT ARE WE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY, WHETHER RESULTING, IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT INCLUDE DAMAGES FOR ANY PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, INJURIES TO PROPERTY AND LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF ANY TERM OR CONDITION OF OUR TERMS AND CONDITIONS; (II) YOUR ACCESS AND USE OF ANY CASHPLEASE SERVICE, OR THE CONTENT; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE ANY CASHPLEASE SERVICE FOR ANY REASON; (IV) YOUR DOWNLOADING OR USE OF ANY OF THE CONTENT; (V) YOUR RELIANCE UPON OR USE OF ANY CASHPLEASE SERVICE OR THE CONTENT; (VI) ANY TRANSACTION OR PROCESSING OF A TRANSACTION; (VII) ANY THIRD PARTY'S USE OF ANY CASHPLEASE SERVICE ON YOUR BEHALF; (VIII) THE BREACH OF OUR SECURITY AND UNAUTHORIZED DISCLOSURE OF YOUR INFORMATION; OR (IX) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED ON OR THROUGH ANY CASHPLEASE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF ANY CASHPLEASE SERVICE, EVEN IF WE, YOUR LENDER, OR OUR AGENTS, REPRESENTATIVES, LICENSORS, VENDORS, SUPPLIERS OR ANY OTHER APPLICABLE THIRD PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. OUR LIABILITY AND THE LIABILITY OF OUR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES AND AGENTS ARISING OUT OF THESE TERMS AND CONDITIONS, EITHER JOINTLY OR SEVERALLY, WILL NOT EXCEED \$100.**

**YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY CASHPLEASE SERVICE MUST COMMENCE WITHIN 90 DAYS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these state laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

If any limitation on the period of time for bringing an action, claim, dispute or proceeding against us, located in this "Limitations on Our Liability" section, is determined or held to be inapplicable or unenforceable by any court, arbitration panel or other tribunal, then the statute of limitations for the State of Florida, including Florida Statutes Section 95, will apply to any such action, claim, dispute or proceeding referred to final or binding arbitration.

#### **17. Your Indemnification of Us**

You will defend, indemnify and hold harmless us and your Lender, and each of us and its respective officers, directors, members, managers, shareholders, employees, independent contractors, agents and representatives from and against all claims and expenses, including attorneys' fees, arising out of or attributable to: (i) your breach or violation of our Terms and Conditions; (ii) your failure to provide accurate, complete and current information requested or required by us; (iii) your impermissible or unauthorized access or use of any CashPlease Service or the Content; (iv) access or use of any

CashPlease Service under any password that may be issued to you; (v) your transmissions, submissions or postings (for example, your own content); or (vi) any personal injury, property damage or emotional distress caused by you.

## **18. Our Remedies**

You acknowledge that we may be irreparably damaged if our Terms and Conditions are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of our Terms and Conditions by you, we will be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of our Terms and Conditions. For purposes of this “Our Remedies” section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach will be brought in the courts of record of Broward County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. Service of any court paper may be affected on you by mail or in such other manner as may be provided under applicable laws, regulations, rules of procedure or local rules.

## **19. Legal Disputes**

Please note that the provisions of this section (including choice of law and dispute resolution) only apply to your use of the CashPlease Services. As described in Section 1, your Lender would be the originator of any loan to you. Your loan agreement, state and federal laws applicable to your loan, and any other matters other than your use of the CashPlease Services are governed by separate agreements, some of which may be made available to you through the CashPlease Services.

You and we agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of our Terms and Conditions or your use of or access to CashPlease Services will be resolved in accordance with the provisions set forth in this “Legal Disputes” section.

**PLEASE READ THIS “LEGAL DISPUTES” SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

Applicable Law. These Terms and Conditions are to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

You agree that: (i) each CashPlease Service will be deemed solely based in the State of Florida; and (ii) each CashPlease Service will be deemed a passive CashPlease Service that does not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of Florida.

Agreement to Arbitrate. Any civil action, claim, dispute or proceeding arising out of or relating to this or any previous version of our Terms and Conditions, your use of or access to any CashPlease Service, except for an injunctive action regarding a breach or threatened breach of any provision of our Terms and Conditions by you as provided above, will be resolved exclusively through final and binding arbitration, before a single arbitrator, rather than in court. The Federal Arbitration Act governs the interpretation and enforcement of this “Agreement to Arbitrate” section (this “Agreement to Arbitrate”).

As a reminder, this Agreement to Arbitrate does not apply to any loan from your Lender; instead, it applies only to the Terms and Conditions governing your use of Velocity’s CashPlease Services. Any borrower with concerns arising from the terms of her loan or from her relationship with her Lender,

including borrowers subject to protections afforded to active duty military personnel and their dependents under the provisions of the Military Lending Act, should refer to the dispute resolution provisions of her loan agreement(s).

The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of our Terms and Conditions, including any claim that all or any part of the Agreement to Arbitrate or our Terms and Conditions is void or voidable.

The arbitration will be conducted by JAMS in Broward County, Florida, under the JAMS rules and procedures, as modified by this Agreement to Arbitrate. The JAMS rules, and a form for initiating arbitration proceedings, are available at <http://www.jamsadr.com>.

You and we will select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within 30 days after the notice of arbitration is served, then JAMS will select the arbitrator. Arbitration will not commence until the party requesting arbitration has deposited U.S. \$1,000 with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration will advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Florida, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving our other users but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. Judgment upon any award rendered by the arbitrator is final, binding and conclusive upon you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may only be entered in the state or federal courts of record for Broward County, Florida.

**Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.**

**THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING ANY CASHPLEASE SERVICE, YOU CONSENT TO THESE RESTRICTIONS.**

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in Broward County, Florida. You and we will submit to the personal jurisdiction of the courts located within Broward County, Florida for the purpose of litigating all such claims or disputes.

## **20. Miscellaneous**

If any provision of our Terms and Conditions is contrary to, prohibited by or deemed invalid under applicable law, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of our Terms and Conditions will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of our Terms and Conditions may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning that renders it valid and enforceable.

For purposes of our Terms and Conditions, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; and the word “or” is not exclusive. The headings contained in our Terms and Conditions are for convenience of reference only, are not to be considered a part of our Terms and Conditions and will not limit or otherwise affect in any way the meaning or interpretation of our Terms and Conditions.

All covenants, agreements, representations and warranties made in our Terms and Conditions, as may be amended by us, from time to time, will survive your acceptance of our Terms and Conditions and the termination of our Terms and Conditions.

No failure to exercise, and no delay in exercising, any right or any power set forth in our Terms and Conditions by us will operate as a waiver of such right or power, nor will any single or partial exercise of any right or power under our Terms and Conditions by us preclude further exercise of that or any other right or power under our Terms and Conditions.

We may give, assign or transfer our rights or obligations under our Terms and Conditions to any person or entity at any time with or without your consent. You may not give, assign or transfer your rights or obligations under our Terms and Conditions to any person or entity. Any attempt to assign your rights or obligations under our Terms and Conditions without our consent will be void.

We will not be liable for any changes, delays, failures or problems out of our control, including any changes, delays, failures or problems caused by natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, shortage of transportation facilities, fuel, energy, labor or materials and other similar events.

You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by our Terms and Conditions.

These Terms and Conditions (including any documents they expressly incorporate by reference, as well as all incorporated terms) represents the entire understanding and agreement between you and us regarding the subject matter of our Terms and Conditions, and supersede all other previous agreements, understandings or representations regarding our Terms and Conditions.