

# Terms of Use

## 1. TERMS OF USE AGREEMENT FOR ALL SERVICES AND THE WEBSITES

Atlantic Business Consulting & Capital, LLC and Atlantic Business Consulting & Capital, LLC d/b/a Finance Factory (hereinafter referred to collectively and individually as "Finance Factory") require that you carefully read, understand and agree to the following Terms and Conditions contained in this Terms of Use Agreement ("Agreement"). By accessing, browsing or using this website or any page thereof, through any direct or indirect means (individually or collectively, "Websites" or "Website"), or by using the goods, facilities or services offered in or through the Websites through alternative methods (including, for example, telephone, mail, text, email or facsimile), you accept and agree to be bound by these Terms of Use (the terms "Website" and "Websites" include use through these alternative methods).

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY.

These provisions form an essential basis of our bargain.

If you do not agree to these terms and conditions, you are not authorized to access or use the Websites and you are to cease accessing or otherwise using the Websites.

For purposes of this Agreement, "You" or "Your" means the person(s) using the Websites, and/or the goods, facilities or services of Finance Factory ("Site" and/or "Services") and its companies offered through alternative methods, including persons that allow others to provide information about themselves to Finance Factory, the banks, lenders, financial institutions and providers on Finance Factory's network ("Lending Partners"), providers and partners. "Finance Factory", "us" or "we" means, but is not limited to Finance Factory.

THE DISCLOSURES AND CONSENT REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES.

Finance Factory operates the Websites and shall have the right at any time to change or discontinue any aspect or feature of the Websites and the right to modify the terms and conditions applicable to users of the Websites, including these Terms of Use, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Websites. Any use by you of the Websites or the good, facilities or services offered in or through the Websites shall be deemed to constitute acceptance of such changes. By accessing this Site you agree to be bound by these Terms of Use. The Site is intended for individuals who are at least 18 years of age and reside in the United State and the District of Columbia. If you are under 18 years of age or reside outside of the United States or the District of Columbia, you should not be visiting this Site or utilizing Finance Factory's Services.

## 2. LOAN REQUEST SERVICES

Finance Factory offers non-mortgage (including automobile loan, commercial loan, credit card, personal loans and student loan) loan request services, explained in more detail below. NOTE: Pursuant to the contracts between Finance Factory and the Lending Partners on its network, Finance Factory may also receive information from your Lending Partner regarding the status of your application including, but not limited to, the amount or disposition of your loan. Information specific to your Lending Partner's use of your information will be found in your Lending Partner's specific Privacy Policy. NOTE: You are providing express written consent for Finance Factory and the selected Lending Partner to share this personally identifiable information for these purposes, litigation, regulatory request(s), law enforcement requests, internal analytics and/or for marketing purposes.

**Finance Factory is not a lender or a creditor.** Finance Factory does not make loans or credit decisions in connection with loans. Finance Factory does not endorse or recommend the products of any particular Lending Partner. Finance Factory is not an agent of either you or any Lending Partner. Finance Factory's services are only administrative. You should rely on your own judgment in deciding which available loan product, terms or Lending Partner best suits your needs and financial means. The Lending Partner is solely responsible for its services to you, and you agree that Finance Factory 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 services. You understand that Lending Partners may keep your loan request information and any other information provided by Finance Factory 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 Lending Partner directly if you no longer want to receive communications from them.

The Websites and the services provided by Finance Factory are available in connection with non-mortgage loans unless otherwise specified. Loans may only be made to residents of states where Lending Partners are licensed or authorized to make such loans. Finance Factory and Lending Partners 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.

The data and other information you may provide Finance Factory is not, and is not treated as, an application for a loan or a request to be pre-approved, pre-qualified or any similar concept. Finance Factory does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any Lending Partner. Loan approval standards are established and maintained solely by individual Lending Partners. Likewise, Finance Factory does not guarantee that the loan terms or rates offered and made available by Lending Partners are the best terms or lowest rates available in the market. A Lending Partner's conditional loan offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Lending Partners may be higher or lower depending on your complete credit profile, collateral/property considerations (if applicable) including but not limited to location, equity and value and income/asset consideration including but not limited to loan to value and debt to income ratios. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. Lending Partners may not offer all products as well as not offer products in all states. You might not be matched with the Lending Partner making any specific offer.

To help the government fight identity theft, the funding of terrorism and money laundering activities, Lending Partners may obtain, verify and record information that identifies each person who opens an account

with them. They may ask for your name, Social Security Number, address, telephone number, date of birth and other important information that will allow them to properly identify you. During the Lending Partners' formal application process, they may also ask to see your driver's license or other identifying documentation to further assist in certifying your identity.

Finance Factory is paid a fee by Lending Partners for funded loans. Your use of the Websites and/or Finance Factory's services constitutes your agreement with this compensation arrangement. At closing, you will be responsible for paying for any closing costs associated with your loan (such as loan processing, underwriting or funding fees). Finance Factory does not charge you a fee for its service in matching you with Lending Partners.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a lending product through Finance Factory to each of the Lending Partners to whom your loan request is transmitted. You are also indicating that you are consenting, acknowledging and agreeing to receive important notices, disclosures and other communications ("Disclosures and Communications") in electronic form (either by email or via the Internet) as provided for in the Consent for Electronic Signatures, Records and Disclosures from Finance Factory and its Lending Partners. You understand that you will need, and have access to an email address, Internet access and PDF software to review the Disclosures and Communications. In addition, you acknowledge that Lending Partners may access your credit file even if your Social Security Number is not provided and that you have received and reviewed and, where applicable, signed the necessary required disclosures. Not all Lending Partners will receive and/or utilize your SSN to access your credit report and/or credit score. Finance Factory does not perform inquiries into credit. Lending Partners may do a soft inquiry to adhere to Anti-Money Laundering requirements and to assist in identification and verification of consumers as well as to prevent fraud. Your information may also be obtained from Lending Partners after you are matched for reporting and accounting purposes. You authorize

Finance Factory and its participating Lending Partners to share such information as required.

By submitting the loan request, you are extending an express invitation to each Lending Partner you have been matched with to contact you by telephone at the numbers (whether landline or cellular) you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you 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 submitting your information, you give Finance Factory permission to retain all such provided information. For any service, you represent that all of the information you have provided in your submission and loan request is true and complete. You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by emailing Finance Factory at [Info@theFinanceFactory.com](mailto:Info@theFinanceFactory.com).

You authorize Finance Factory to obtain any and all necessary information required from the Lending Partners you choose to report back any and all required information relating to the disposition of your request. For example, if the loan closed, if you withdrew the request, if you were not approved. In addition, under current reporting requirements the Lending Partner may provide to Finance Factory the loan you selected, the terms of the same, fees, rate, APR etc. in order to comply with current laws and regulations.

To determine which Lending Partners may be matched with you, Lending Partners provide us criteria about the type of loan (for example, loan amount or credit terms) and the type of loan customer (for example, state of residence or creditworthiness) in which the Lending Partner is interested. Finance Factory will provide your information only to Lending Partners whose criteria match your customer profile.

All loans are subject to credit approval. Interest rates and loan fees vary and are based upon borrower and/or cosigner (where applicable), credit score and other underwriting criteria. Approval and underwriting criteria standards are established and maintained solely by the individual Lending Partner(s) and not by Finance Factory.

When Lending Partners receive your loan request, they are not agreeing to lend you money and there will not be such an agreement until the time that the loan is actually disbursed to you. Lending Partners have the right to accept or reject your cosigner and lend an amount less than the amount requested.

In addition, by submitting your loan request, you authorize the Lending Partners to verify the accuracy and authenticity of all information supplied by you both internally and with the assistance of non-affiliated third parties. Specifically, you authorize the Lending Partners to verify your enrollment status with your school and other organizations and to verify your employment status by contacting your employer. Lending Partner may also verify any income information that you provide. In all cases, Lending Partner may disclose the fact that you are applying for credit from Lending Partner.

Notice For California Residents. A married consumer may request separate credit. A married consumer may include a spouse's income even when requesting for a separate account.

Notice For Ohio Residents. The 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 the law.

Notice For Married Wisconsin Residents. No provision of a marital property agreement (pre-marital agreement), a unilateral statement under Section 766.59 of the Wisconsin Statutes, or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless, prior to the time the credit is granted, the creditor is furnished a copy of the marital property agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the loan for which you are applying is granted, your spouse will also receive notification that credit has been extended to you.

Products and services may only be made to residents of states where Lending Partners are licensed or authorized to make such products or services available. Finance Factory and Lending Partners expressly reserve the right to discontinue, suspend or terminate the offering of any

product or service in any specific state through the Websites at any time, without prior notice.

By submitting the request form, you authorize Finance Factory to provide information that you provided or that Finance Factory has or may receive from others to Lending Partners or their finders, along with any additional providers necessary to complete your transaction. By submitting any eligibility form, you authorize Finance Factory to provide your information to Lending Partners or finders to discuss, review or provide product or services information and opportunities. You also authorize Finance Factory and its Lending Partners and finders along with any additional providers necessary to complete your transaction, to request from one or multiple credit bureaus/reporting agencies, your credit bureau report including any ancillary credit scores or ratings.

### 3. COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES

All contents of the Websites are: Copyright © Finance Factory and/or its suppliers and Lending Partners. All rights reserved. Other product and company names mentioned herein, including the names of Lending Partners, may be the trademarks of their respective owners.

Nothing on the Websites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Websites, without the prior written permission of Finance Factory or the applicable Mark holder specific for each such use. The Marks may not be used to disparage Finance Factory, the Lending Partners, the applicable third party or the products or services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks. Use of any Mark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Finance Factory in writing.

The Websites may contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Websites are copyrighted as a collective work under the United States copyright laws. Finance Factory owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way

exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Finance Factory and the copyright owner. Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

#### 4. DISCLAIMERS AND LIABILITY

Finance Factory intends that the information contained in the Websites be accurate and reliable; however, errors sometimes occur. The information is provided as a service to the general public over the age of eighteen and is subject to change without prior notice. In addition, changes and improvements to the information provided herein and are provided "as-is" without warranty of any kind, implied, expressed or otherwise. Under no circumstances will Finance Factory be liable for any loss or damage caused by your reliance on information obtained through the Websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Websites.

THE WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". FINANCE FACTORY AND/OR ITS SUPPLIERS, LENDING PARTNERS, OR PROVIDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND/OR FINANCE FACTORY'S SERVICES IS AT YOUR OWN RISK. FINANCE FACTORY AND/OR ITS SUPPLIERS, LENDING PARTNERS, OR PROVIDERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY



TO USE THE WEBSITES AND/OR FINANCE FACTORY'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT THE WEBSITES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, 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, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO FINANCE FACTORY RECORDS, PROGRAMS OR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FINANCE FACTORY AND/OR ITS SUPPLIERS OR PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

5. CONSENT FOR ELECTRONIC SIGNATURES, RECORDS, AND DISCLOSURES ("E-Consent")

Please read this information carefully and print a copy and/or retain this information for future reference.

Introduction. You are submitting a request to be matched with one of our Lending Partners. In order to offer you a loan, the Lending Partners need your consent to use and accept electronic signatures, records, and disclosures ("E-Consent"). This form notifies you of your rights when receiving electronic disclosures, notices, and information. By clicking on the link assenting to our terms, you acknowledge that you received this

E-Consent and that you consent to conduct transactions using electronic signatures, electronic disclosures, electronic records, and electronic contract documents ("Disclosures").

Option for Paper or Non-Electronic Records. You may request any Disclosures in paper copy by contacting the Lending Partner directly. The Lending Partners will provide paper copies. The Lending Partners will retain all Disclosures as applicable law requires.

Scope of Consent. This E-Consent applies to all interactions online concerning you and the Lending Partner and includes those interactions engaged in on any mobile device, including phones, smart-phones, and tablets. By exercising this E-Consent, the third party Lending Partner may process your information and interact during all online interactions with you electronically. The Lending Partner may also send you notices electronically related to its interactions and transactions. Disclosures may be provided online at our or third party Lending Partners' websites, and may be provided by e-mail.

Consenting to Do Business Electronically. Before you decide to do business electronically with the Lending Partners, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: A PC or MAC compatible computer or other device capable of accessing the Internet, access to an e-mail account, and an Internet Browser software program that supports at least 128 bit encryption, such as Microsoft® Internet Explorer, Netscape® or Mozilla Firefox®. To read some documents, you may need a PDF file reader like Adobe® Acrobat Reader X ® or Foxit®. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the Disclosures for future reference. You may send any questions regarding the hardware and software requirements directly to the third party Lending Partners.

Withdrawing Consent. Your E-Consent for our matching service and for our Lending Partners' consideration of your matching request cannot be withdrawn because it is a one-time transaction. If you are matched with one or more Lending Partners, you are free to withdraw your E-Consent with those Lending Partners at any time and at no charge. However, if

you withdraw this E-Consent before receiving credit, you may be prevented from obtaining credit from the Lending Partner. Contact the Lending Partner directly if you wish to withdraw this E-Consent. If you decide to withdraw this E-Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

Change to Your Contact Information. You should keep third party Lending Partners informed of any change in your electronic address or mailing address. You may update such information by logging into the third party Lending Partner's website or by sending the Lending Partner a written update by mail.

YOUR ABILITY TO ACCESS DISCLOSURES. BY CLICKING ON ANY BOX OR LINK TO PROCEED ON THIS WEBSITE, YOU AGREE TO OUR TERMS. YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

BY CLICKING ON ANY BOX OR LINK TO PROCEED ON THIS WEBSITE, YOU ASSENT TO THE TERMS. YOU ACKNOWLEDGE YOU HAVE READ THIS INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE LENDING PARTNER ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH WILL BE PROVIDED TO YOU AT NO CHARGE. IF YOU REFRAIN FROM PROCEEDING THEN YOU NEITHER WISH TO USE ELECTRONIC SIGNATURES NOR CONDUCT THIS TRANSACTION ELECTRONICALLY. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC DISCLOSURES IS REQUIRED TO RECEIVE SERVICES FROM THIRD PARTY LENDING PARTNERS OVER THE INTERNET.

## 6. PRIVACY POLICY

The Finance Factory Privacy Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites or received directly from you.

## 7. INDEMNITY

As a condition of use of the Websites and/or Finance Factory's services, you agree to indemnify Finance Factory and its suppliers, Finance Factory, Lending Partners and providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

## 8. LIMITATION ON DAMAGES

In no event will Finance Factory have any liability to you in excess of actual compensatory damages. You irrevocably waive any claim to consequential, punitive or exemplary damages.

## 9. LINKS TO THIRD PARTY WEBSITES

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. Finance Factory does not operate or control in any respect any information, software, products or services available on such websites. Finance Factory's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. When you leave the Websites please note that Finance Factory is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

## 10. ERRORS AND DELAYS

Finance Factory is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address provided by you or other technical problems beyond our reasonable control.

## 11. DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by Finance Factory, or to any acts or omissions for which you may contend Finance Factory is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by

arbitration. The arbitration shall be held before one arbitrator under the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA") dated September 15, 2005. The arbitration shall be venued in consumer location reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the parties shall agree on an arbitrator mutually agreeable to both parties. Should the AAA decline to accept a matter submitted for individual (non-class) arbitration under these Terms of Use, the parties shall jointly select another arbitrator. In the event the parties are unable to agree on a neutral arbitrator, the claimant may file suit in any court of competent jurisdiction solely for the purpose of requesting the appointment of an arbitrator for individual (non-class) arbitration, as provided for in Section 5 of the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefor.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND FINANCE FACTORY WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Finance Factory's goods, facilities and services, you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Finance Factory, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in New York. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

## 12. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites and any operating rules for the Websites established by Finance Factory) constitutes the entire agreement between you and Finance Factory and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Finance Factory with respect to the Websites and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of New York, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.