

## **TERMS OF SERVICE**

### **Credit Fair E, LLC**

Date of Last Revision: January 23, 2016.

The following describes the terms on which Credit Fair E, LLC (collectively referred to herein as “Credit Fair E”, “We”, or “Us”) offers you access to our website [www.creditfaire.com](http://www.creditfaire.com) (the “Site”). Your permission to use the Site, Service and the licenses granted herein, are expressly conditioned upon your acceptance of these terms and conditions and policies, which are hereby incorporated by reference (collectively, the “Terms”):

#### **ARTICLE 1. DESCRIPTION & USE OF SERVICE**

**1.1** Our Site, [www.CreditFairE.com](http://www.CreditFairE.com) is a web and mobile-based platform that provides affordable small-dollar loan options for individuals interested in applying for and potentially obtaining such smaller dollar loan options (the “Service”). Credit Fair E provides small-dollar loans to individuals in an attempt to assist these individuals in rebuilding their credit.

**1.2** These Terms govern your access to and use of the Service, whether in the capacity of a customer, or visitor, including the loan application process and any and all activities to be considered part of the Service. Portions of the Service are publicly available to all visitors to the Site. Other portions of the Service are available only to registered applicants. By registering on the Site or by using the Service in any manner – including, but not limited to, visiting the Site, you acknowledge and agree to the Terms stated herein, which apply to both visitors and applicants, including the warranty disclaimers, limitations of liability and termination provisions below. If you do not agree to such Terms stated herein, do not use the Services and exit the Site immediately.

**1.3** Through your use of the Site as a borrower, from time to time you will receive disclosures, notices, documents and information (“Communications”) from Credit Fair E. We can only give you the benefits of our Service by conducting business through the Internet, and therefore you must consent to us communicating electronically. 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 Site. You agree that all Communications from Credit Fair E relating to your use of the Site may be provided or made available to you electronically by e-mail or through the Site.

#### **ARTICLE 2. RESPONSIBILITIES**

**2.1** You agree you will not interfere, in any way, with others' use of or access to the Site and will not attempt to gain unauthorized access to the computer system of any other Site user. You further agree not to take any other action in connection with your use of the Site, which violates any local, state, national, or international law, rule, regulation or order of any court in conjunction with your use of the Site.

**2.2** You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Site or any page of the Site. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site. You also agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site.

**2.3** You agree not to post, upload, publish, display, transmit, share, store or otherwise make or attempt to make publicly available on the Site or on any other website, or in any email, blog, forum, medium or other communication of any kind, any private or personally identifiable information of any third party, including, without limitation, names, addresses, phone numbers, email addresses, Social Security numbers, driver's license numbers, or bank account or credit card numbers, whether or not such private or personally identifiable information is displayed on or ascertainable from the Site, or obtained or obtainable from sources unrelated to the Site.

**2.4** You agree not to use data provided by Us, in any manner whatsoever, for any competing uses or purposes. You further agree that you have never used data, provided in any manner whatsoever, from Us in the past to compete with the products or services of Credit Fair E.

**2.5** Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using framing technology, otherwise distribute, or commercially exploit in any way, the Site or any portion thereof or any information or content on the Site, without the prior written permission of Credit Fair E.

### **ARTICLE 3. PAYMENTS USING THE SERVICE**

**3.1** As a visitor, user, and or applicant you represent and warrant that any bank account information registered by you through use of the Service is accurate and you are an authorized signatory for the bank account provided and that you have all needed rights and approvals to issue the payment instructions given. You represent and warrant that you have the right to make changes to any account impacted by the Service or any online features that you utilize on our website.

**3.2** You remain responsible at all times for the timely and full payment of your bill or account. We will not be responsible for any fees, losses, or damages incurred by you or by anyone on whose behalf or account you are acting as a result of our failure to receive any payment or your inability to pay your bill, account, pledge, or other payment through use of the Service whatever the cause or reason, except as specifically set forth herein.

**3.3** You are also responsible for any costs of telephone and internet service necessary to reach us to use the Service. If a payment cannot be completed or is refused because of insufficient funds or credit limits, you agree that you are responsible for:

- (i) Any late fees, return payment fees, deposits, or other fees that may be assessed according to the rules and regulations of the public service or utility commission in the state of your service;
- (ii) Any fees or costs (including legal fees and court costs) incurred in attempting to collect the amounts from you; and
- (iii) Any fees or costs resulting from your providing incorrect account or other information, or you designating a closed account.

**3.4** If the Service withdraws an amount greater than the authorized payment, we will, upon written notice, refund the difference to you. We are not responsible if any payment through use of the Service cannot be processed because of any one or more of the following:

- (i) There are insufficient funds in your banking or financial institution account, or the payment would exceed your credit limit;
- (ii) Your account has been closed;
- (iii) We receive multiple returned checks from your designated bank or other account;
- (iv) The transaction incurs a cancellation or stop-payment;
- (v) You provided any incorrect information during the registration process or failed to keep such information current;
- (vi) The Site or feature of the Service is unavailable for technical reasons;
- (vii) The existence of circumstances beyond our control including, without limitation fire, flood, storm, strikes or civil unrest;
- (viii) We cannot receive payment from your bank, credit union or other account designated through your use of the Service;
- (ix) We receive two (2) returned checks from you in a twelve (12) month period; and
- (x) You become insolvent or file for bankruptcy.

**ARTICLE 4. ADDITIONAL TERMS FOR SPECIFIC FEATURES OF THE SERVICE**

All of the Terms, including without limitation your responsibilities, your representations, security and password provisions, payment terms, and terms for stopping

or terminating the Service or feature, are applicable to all features of the Service. However, the following additional terms have particular application to the specific feature indicated below:

#### **E-PAYMENT SERVICE**

By using the E-Payment Service and providing your bank account information, you authorize and instruct us to debit your designated bank account in the amount indicated for payment. By doing so, you also authorize us to communicate with you by e-mail regarding payment of your monthly bill.

#### **AUTO PAY**

By enrolling in the Auto Pay Service and providing your bank account information, you hereby authorize and instruct us to debit your designated bank account each month on the bill due date for the total amount due for payment of your monthly bill. You agree that this authorization applies to all your current and future accounts with us. This authorization will remain in effect until revoked by you or your right to use the Auto Pay Service is revoked by Us. Each month, the Auto Pay Service will automatically debit the bank account provided for the total amount due on the bill due date. If your use of the Auto Pay Service ends for any reason, any bills sent to your designated bank for payment prior to processing your request for de-enrollment or prior to the effective date of our termination of the Auto Pay Service will still be paid through the Auto Pay Service.

#### **ARTICLE 5. USE OF INFORMATION & MATERIALS**

Credit Fair E may prohibit you from using or accessing the Site, in whole or in part, for any or no reason, at any time, in its sole discretion, without notice to you.

The information and materials contained in these pages and the terms, conditions and descriptions that appear, are subject to change. Unauthorized use of Credit Fair E's Sites and Services including but not limited to unauthorized entry into Credit Fair E's systems, misuse of passwords, or misuse of any information posted on the Site is strictly prohibited. Not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by Credit Fair E. Your use of any information which is proprietary to Credit Fair E or a third-party information provider shall only be used on individual desktop/computing devices without any right to redistribute, upload, export, copy or otherwise transfer the information to any centralized interdepartmental or shared device, directory, database or other repository nor to otherwise make it available to any other entity/person/third party, without the prior written consent of Credit Fair E.

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#### **ARTICLE 6. SUBMISSIONS**

All information submitted to Credit Fair E via this Site shall be deemed and remain the property of Credit Fair E and Credit Fair E shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information a visitor to this Site provides Credit Fair E through this Site. Credit Fair E shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by Credit Fair E having the direct customer relationship or as otherwise specifically agreed or required by law.

#### **ARTICLE 7. PERSONALLY IDENTIFIABLE INFORMATION**

Credit Fair E practices and policies with respect to the collection and use of personally identifiable information are governed by Credit Fair E's Privacy Policy, which is hereby incorporated by reference. By accessing and/or using the Site, you hereby authorize Credit Fair E to collect, process, store, transfer, and use your information—including your personally identifiable information—as set forth herein and in Credit Fair E's Privacy Policy.

#### **ARTICLE 8. NO WARRANTY**

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS", "AS AVAILABLE". CREDIT FAIR E DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

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Credit Fair E may discontinue or make changes in the content, Services and Site at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and We do not undertake any obligation or responsibility to update or amend any such information. We reserve the right to terminate any or all Site offerings or transmissions without prior notice to you. This Site could contain technical inaccuracies or typographical errors. Use of this Site and the Services is at your own risk.

#### **ARTICLE 9. LIMITATION OF LIABILITY & INDEMNIFICATION**

IN NO EVENT WILL CREDIT FAIR E BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF CREDIT FAIR E, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

You agree to indemnify and hold harmless Credit Fair E from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by Credit Fair E in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit to, post to or transmit through the Site, or (ii) your use of the Site in violation of this Agreement or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. Credit Fair E reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of Credit Fair E. You further agree to indemnify and hold harmless Credit Fair E from any claim arising from a third party's use of information or materials of any kind that you post to the Site.

#### **ARTICLE 10. AVAILABILITY & TERMINATION**

Credit Fair E reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site or any Services provided via the Site. Credit Fair E's decision not to pursue legal action for any violation of these Terms of Use shall not be construed as a waiver of any provision of these Terms of Use or any legal rights of Credit Fair E.

THIS SITE IS NOT INTENDED FOR DISTRIBUTION TO, OR USE BY, ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LOCAL LAW OR REGULATION. BY OFFERING THIS SITE AND INFORMATION, OR ANY PRODUCTS OR SERVICES VIA THIS SITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY CREDIT FAIR E TO ANY PERSON TO USE THIS SITE, OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THIS SITE AND SUCH INFORMATION, PRODUCTS AND SERVICES IS PROHIBITED BY LAW.

This Agreement is effective until terminated by Credit Fair E. Credit Fair E may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the Site at any time, with or without cause, in Our absolute discretion and without notice. The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

## **ARTICLE 11. GENERAL TERMS**

**11.1** This Agreement supersedes any previous Terms of Use to which you and Credit Fair E may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

**11.2 Contacting Us.** If you have questions regarding the Agreement or the practices of Credit Fair E, please contact us by e-mail at [info@creditfaire.com](mailto:info@creditfaire.com) or by regular mail at 201 East Jefferson Street, Suite 101, Louisville, KY 40202

**11.3 Applicable Law And Dispute Resolution.** This Agreement and all other aspects of your use of the Site shall be governed by and construed in accordance with the laws of the United States and, to the extent applicable, to the laws of the Commonwealth of Kentucky, without regard to its conflict of laws rules. You agree that you will notify Credit Fair E in writing of any claim or dispute concerning or relating to the Site and the information or services provided through it, and give Credit Fair E a reasonable period of time to address it before bringing any legal action, either individually, as a class member or representative, or as a private attorney general, against Credit Fair E.

**11.4 Other Agreements.** These Terms shall be subject to any other agreements you have entered into with Credit Fair E.

**11.5 Additional Terms.** Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of these Terms. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

**11.6 Waiver & Severability.** Failure by Credit Fair E to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.