

LoanWell, Inc.

This Terms of Service (the "Terms of Service") between you and LoanWell, Inc., formerly doing business as LoanWell, LLC ("LoanWell," "we," "us," and/or "our") sets forth the legally binding terms for your use of the website located at <https://loanwell.com> (including all the areas of the website) and any successor websites, including any AI-powered features, automations, and generative tools (collectively, the "AI Suite"), services, software, usage credits, and applications made available through such website (collectively, the "Site;" and together with the Application, the "Service"). By using the Service, you agree to the terms set forth in this Terms of Service.

1. LOANWELL SERVICE

a. Description.

LoanWell offers its users a platform to enter into loans ("Loans") with a selected lender who has contracted with LoanWell to provide its lending platform.

For purposes of these Terms of Service, persons and businesses borrowing through the Service are referred to individually as a "Borrower" and collectively as "Borrowers"; and persons lending through the Service are referred to individually as a "Lender" and collectively, as "Lenders".

In addition, the Service includes a legacy funding functionality through which Borrowers may initiate Direct Loans and Crowdsourced Loans. Please see Section 12(a) below for more information about this legacy funding functionality.

Notwithstanding the use of such terms, in some cases Lenders may, in their sole discretion, enter into Loans with Borrowers with no repayment obligations. Such Loans may sometimes be referred to as "grants".

b. LoanWell Is Not a Lender; All Financial Risks Are Yours.

LoanWell is not a lender and is not a financial institution. LoanWell does not underwrite or otherwise provide security, assurances or guarantees with respect to the Loans. LoanWell only provides the Service, which is a platform solution for Lenders establishing Loans with Borrowers. Loans generated through LoanWell are not created for investment purposes and have not been registered under the Securities Act of 1933, as amended or the securities laws of any state. LoanWell is not providing services related to the issuance of securities. LoanWell disclaims all responsibility for financial risks resulting from the Loans and you are responsible for all financial risks related to any Loans established as a consequence of use of the Service, including, but not limited to being responsible for any collections activity that may be required, including but not limited to litigation in court to obtain repayment.

c. Additional Risks Relating to Your Use of the Service.

LOANWELL DOES NOT ASSESS THE IDENTITY OR CREDITWORTHINESS OF BORROWERS ON THE SERVICE. IT IS THE SOLE RESPONSIBILITY OF EACH LENDER TO CONDUCT ITS OWN EXAMINATION OF A BORROWER WHEN DETERMINING WHETHER TO OFFER TO FUND A LOAN. In addition, LoanWell has no control over and does not guarantee the truth

or accuracy of information logged on the Service by any users or the ability or intent of any Borrower to repay a Loan. All Loans are direct agreements between Borrowers and Lenders. Borrowers and Lenders are responsible for compliance with all laws associated with the use of the Service.

d. Your Acceptance of These Risks.

Sections 1(b) and 1(c) above describe the risks that you assume when using the Service. If you have any kind of dispute with one or more users (including, but not limited to disputes, involving intellectual property, defamation, collections, or any violation of law by any user), you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

e. Modifications.

LoanWell reserves the right to (i) perform maintenance to the Service due to technology improvements or bugs, and you may or may not be notified of these changes before they occur and (ii) modify, update, or discontinue, temporarily or permanently, the Service (or any part thereof) at any time, with or without notice, in LoanWell's sole discretion. To keep the LoanWell Application up-to-date, we may offer automatic or manual updates at any time and without notice to you. You agree that LoanWell will not be liable to you or to any third party for any modification, update, or discontinuation of the Service.

2. ACCESS TO THE SERVICE

a. Eligibility.

To use our Service, you must register for an account with LoanWell and provide certain information. You must be at least 18 years old (or the age of majority, as determined by the laws in the state in which you reside, whichever is older) to use the Service. By registering for and using the Service, you represent and warrant that (i) all registration information you submit is truthful and accurate; (b) you will maintain and update such registration information to keep it current, truthful, and accurate; (c) you are at least 18 years old (or the age of majority, as determined by the laws in the state in which you reside, whichever is older); (d) your use of the Service is for business, personal, household or family purposes only; (e) your use of the Service is not to facilitate transactions that are illegal or involve gambling, including, but not limited to, using the funds to hire sex workers, buy illegal substances or otherwise commit a criminal act; and (f) you are not currently suspended by LoanWell from using the Service.

b. Lack of Access

Without limiting any other remedies available, we may at any time, with or without notice to you, and in our sole discretion, refuse to provide, limit, suspend, or terminate your use of the Service, your user account, and/or your activities on the Service and take any technical and legal steps to keep you from using our Service. This Terms of Service will remain in effect after any such action has been taken. You agree that LoanWell will not be liable to you or any third-party for any limitation, suspension, or termination of your access to the Service.

c. Registration.

You may register for the Service directly within the Service. You are only authorized to create and use one account for the Service and are prohibited from using alter egos or other disguised identities when using the Service. If we discover that you have multiple accounts with the Service, then all accounts will be closed immediately. You may also register for the Service using certain third party services that can be directly integrated into the Service.

d. Account Login Information and Security.

When you create an account with LoanWell, you will also be asked to input account login information. You are responsible for maintaining the confidentiality of such login information and should protect it from disclosure to others. You agree not to use the account login information of any other user or to disclose your account login information to any third party. You agree to notify LoanWell immediately if you suspect any unauthorized use of your account or any other breach of security within the Service. You are solely responsible for any and all use of your account, and LoanWell will not be liable for your losses caused by any unauthorized use of your account. If you use a password that LoanWell considers insecure, LoanWell is entitled to require the password to be changed and/or to terminate your account. Although we strive to provide a secure environment for the Service, no technology can provide complete security in the online environment, and we are not responsible to you for unauthorized intrusions by outside parties to the Service.

e. Communications and Notifications to You.

You agree to provide accurate and complete information to LoanWell during the account registration process. You expressly consent to our use of your email address, cell phone number, and other contact information to send you updates and communications about our products and services or other messages, such as newsletters, changes to features of the Service, or special offers. You may control receipt of marketing messages from us by clicking on the unsubscribe link included in those messages; however, you may not opt out of receiving account and servicing messages from us. You also represent and warrant that you have the legal authority over any telephone number you provide to us and have the right to provide us with the authorization to contact you. This means we may contact you, in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving. If you change or deactivate your mobile telephone number, you agree to promptly update your LoanWell account information to ensure that your messages are not sent to the person that acquires your old number.

f. User Identity, Creditworthiness, and Use of Funds.

While using our Service, you take full responsibility for your interactions among users. LoanWell provides a platform to assist your interactions with other users of our Service but LoanWell is not involved in verifying the purported identity or the creditworthiness of its users. This applies specifically to any analysis, summaries, or data processed via the AI Suite. AI-generated outputs are for informational assistance only and do not constitute a financial recommendation, credit approval, or a guarantee of data accuracy. LoanWell is not involved in verifying the use of funds loaned to any user. The third-party service provider that allows you to transfer and pay funds will require verification of your identity, and the identity of other users. However, LoanWell disclaims all responsibility for the verification of any user by the third-party service provider. LoanWell may attempt, but is under no obligation, to independently verify a user's purported identity. The verification of identity by the third-party service provider is not used to identify the creditworthiness of your users, and the third-party service provider's CIP verification procedures are not intended to be used in lieu of other fraud protection.

g. Deactivate Service.

If you no longer wish to use the Service, send an email to team@loanwell.com requesting deactivation. We may still retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, resolve disputes, enforce this Terms of Service, and take actions we deem necessary due to technical and legal requirements and constraints related to the security, integrity and operation of the Application or the Service.

3. APPLICATION

a. License; Scope.

Subject to the terms and conditions of this Terms of Service, we grant you a non-exclusive, revocable, limited license, to use the mobile and other software applications as well as the associated application program interfaces (collectively, the “Application”) of the Service, for your personal and/or commercial purposes. For clarity, the Application is being licensed, not sold, to you. We reserve all rights not expressly granted to you. This license does not allow you to use the Application on any other device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Application). Any attempt to do so is a violation of the rights of LoanWell and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by us that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. The Application may contain open source software components which are licensed under the terms of the applicable open source software licenses and not this Terms of Service. We may provide the Service using hosting services provided by Amazon Web Services, Inc. (“AWS”) or other hosting provider we select (“Hosting Provider”). You hereby consent to us using such Hosting Provider and agree that the hosting of the Service is subject to, and you will comply with, the Hosting Provider’s terms of service. AWS’ terms of service are set forth at <https://aws.amazon.com/agreement/>.

b. Permitted Use

The Service and any portion thereof, including any LoanWell Content contained therein, are intended for your internal use in accordance with this Terms of Service. You agree that you will not, unless specifically permitted by us (i) copy, display or distribute any part of the LoanWell Content or Service, in any medium, without our prior written consent, or (ii) alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose. You will not use any automated devices, such as spiders, robots or data mining techniques, to catalog, download, store, reproduce, or distribute LoanWell Content available on the Service or to manipulate the Service in any manner not consistent with its intended purpose(s). Illegal and/or unauthorized use of the Service, including collecting names and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service is prohibited. Appropriate legal action may be taken for any illegal or unauthorized use of the Service.

c. AI Suite Access

The Service includes an AI Suite which is enabled by default. By using any generative or automated features within the Application, you agree to these AI-specific terms. Usage of any such features may require the consumption of units used to access AI-powered functionalities (“AI Credits”). AI Credits may be prepaid, subscribed, or billed per usage.

d. Compliance with Laws

You agree not to use the Service, in whole or in part, for any purpose that is unlawful. The Service is subject to, and you agree that you will at all times comply with, all local, state, and federal laws, statutes, rules, regulations, ordinances and the like that may be applicable to your use of the Service.

e. Termination

Your rights under the license to the Application will terminate automatically without notice from LoanWell if you fail to comply with any term(s) of the license or this Terms of Service. Upon termination of the license, you will cease all use of the Application, and delete all copies, full or partial, of the Application.

f. Advertisements.

You understand and agree that the Application may include advertisements and that such advertisements are necessary for LoanWell to provide the Application to you.

g. Support Services.

LoanWell may, in its sole discretion, provide you with support services related to the Service or any portion thereof ("Support Services"). However, LoanWell is not required to provide Support Services to you. No failure to provide, or to continue to provide, Support Services will be a default by LoanWell under this Terms of Service.

h. Payment Services

(i) Use of Payment Services. If you opt to use LoanWell’s payment services (“Payment Services”) as part of your use of the Service, including but not limited to those services associated with the transfer of funds from one user to another, you must open a "Dwolla Platform" account provided by Dwolla, Inc. (“Dwolla”), and you must accept the Dwolla [Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla’s financial institution partners as set out in the Dwolla Terms of Service. You authorize LoanWell to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through LoanWell’s application, and Dwolla account notifications will be sent by LoanWell, not Dwolla. LoanWell will provide customer support for your Dwolla account activity, and can be reached at <https://loanwell.com> or via email at team@loanwell.com. In order to use LoanWell’s Payment Services, you will link your U.S. state or federally-chartered bank or credit union account(s) (each, a “Linked Bank Account”) to the Service for the purpose of using your Dwolla account. LoanWell may require that you verify the ownership of each Linked Bank Account in a manner specified by LoanWell. It is your responsibility and obligation to provide accurate information pertaining to each Linked Bank Account and to keep all such information current. By providing any such information to LoanWell, you represent and warrant that you: (A) are authorized to use each Linked Bank Account as provided under the Terms of Service; (B) agree that LoanWell may share such information with Dwolla for the purpose of enabling the Payment Services, including the provisioning and support of your payment account (“LoanWell Payment Services Account”) within the Service;

and (C) agree that LoanWell is authorized by you to withdraw amounts from your Linked Bank Account in accordance with any repayment schedule specified in your agreement with the applicable Lender. You may change or update your Linked Bank Account information at any time, and upon each such change or update, you may be required to agree to the Terms of Service again. It is your responsibility to ensure the applicable Linked Bank Account has sufficient funds. LoanWell is not responsible for bank or other fees associated with an overdraft on the applicable Linked Bank Account. Failure to provide up-to-date and accurate Linked Bank Account information may result in, but is not limited to, suspension or termination of your access to the Service (in addition to, and not in lieu of, our other rights under the Terms of Service, at law or in equity). LoanWell also reserves the right to charge additional processing or late fees, determined in LoanWell's sole discretion, if your Linked Bank Account is not up-to-date, accurate or otherwise able to be used as provided in the Terms of Service. LoanWell may, at its sole discretion, impose limits on the amount and/or number of payments you can send through the Service. When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or refused payment will be returned to your account or your Linked Bank Account for the transaction within thirty (30) days. When you send a payment to certain recipients, you are providing an authorization to the recipient to process your payment and complete the transaction. The payment will be held as pending until the recipient processes your payment. Some recipients may delay processing your payment. In such instances, your authorization will remain valid for up to thirty (30) days.

(ii) Reversals. Any payment sent or received by you may: (A) be reversed in accordance with LoanWell's risk management policies, (B) be reversed in accordance with applicable laws and regulations, including without limitation, by automated clearing house (ACH) return as defined under the Nacha Rules, (C) fail due to an Error (as defined below), (D) fail due to the provision of inaccurate information by you; (E) be cancelled or rejected by you or your financial institution, or (F) be reversed to the extent it is in excess of the amounts specified in your agreement with the applicable Lender (each, a "Reversal"). Except for any Reversal made in error by LoanWell, you are liable to LoanWell, Dwolla and their financial institution and payment processing service providers ("Service Providers") for any and all losses caused by Reversals and any other activity in your LoanWell Payment Services Account, whether or not authorized by you, including unauthorized or erroneous activity initiated by you, whether through fraud, misconduct, negligence, error, or otherwise. You authorize LoanWell to recover any such amounts due by debiting the available balance in your LoanWell Payment Services Account. If the available balance in your LoanWell Payment Services Account is insufficient, you authorize LoanWell to take any of the following actions to recover the remaining amounts from you: (1) debit your Linked Bank Account(s); (2) request immediate payment from you, and, if payment is not received timely, engage in collection efforts; and (3) pursue any rights or remedies available under any of your agreements with LoanWell for failure to pay amounts due, including, without limitation, termination for non-payment. LoanWell has no obligation to ensure that the funds required to complete a payment will be available. In the event that your LoanWell Payment Services Account has an unacceptable number or rate of Reversals, LoanWell reserves the right to immediately restrict, suspend or terminate your use of the Service.

(iii) Withdrawals. You may withdraw funds from your LoanWell Payment Services Account in any of these methods: (A) electronic transfer to a Linked Bank Account; (B) physical check sent by mail; or (C) another method made available by LoanWell. For physical checks sent by mail, LoanWell may request documentation from you to verify the validity of the address, and it may not send the check to you until you have provided the documentation requested. If you fail to cash a check within one hundred eighty (180) days of the date of issuance, LoanWell may return the funds to the sending institution, minus applicable processing fees. LoanWell may limit your ability to withdraw funds until you comply with LoanWell's requests for information. Withdrawals of large sums of money may be subject to delay in the event LoanWell conducts, at its sole discretion, a risk review. Withdrawals may be subject to applicable fees, depending on the method of withdrawal, as posted within the Service.

(iv) Errors. If you become aware that a payment has been sent from your LoanWell Payment Services Account that you did not authorize or an error occurred in any transaction involving your LoanWell Payment Services Account, including an incorrect amount sent to or from your Linked Bank Account (each, an "Error"), LoanWell may assist in rectifying the Error, provided that you promptly notify LoanWell in writing of the Error, but in no

case more than (60) days after it appears in your LoanWell Payment Services Account or Linked Bank Account statement as applicable. You should carefully review your account statements and transaction confirmations to ensure that they are accurate. In your notification, please provide the following: (A) your full name and the email address as listed in your registration data; (B) a description of any suspected Error and an explanation of the basis for your belief that the Error exists or more information from LoanWell is needed to make a determination; and (C) the amount of the suspected Error. After you notify LoanWell of any suspected Error, or LoanWell otherwise becomes aware of one, LoanWell will use commercially reasonable efforts to conduct an investigation to determine whether an Error has occurred and complete the investigation within ten (10) business days of the date LoanWell received your notification of the suspected Error. You will cooperate reasonably with LoanWell's investigation and promptly provide any additional information and documentation that LoanWell may reasonably request. Upon completion of its investigation, LoanWell will provide you with an explanation of its findings. Subject to the exclusions set forth below, LoanWell will credit the amount to your account that was deducted as the result of an Error to the extent the Error arose from any negligent act or omission or willful misconduct on the part of LoanWell; and at LoanWell's sole discretion, credit the amount to your account that was deducted as the result of any other Error. In the event that an Error results in your receipt of more than the amount to which you are entitled, LoanWell will debit the amount you received as the result of the Error from your account or Linked Bank Account(s). Notwithstanding anything to the contrary, under no circumstances shall LoanWell be liable for any Error to the extent it arises from your breach of the Terms of Service, your negligence or willful misconduct; or any actions or circumstances beyond LoanWell's reasonable control.

(v) Closure of LoanWell Payment Services Account. Except as may be otherwise provided in your agreement with the applicable Lender, you may close your LoanWell Payment Services Account at any time by following the instructions provided in the Service. You must withdraw your balance prior to closing your LoanWell Payment Services Account. You may not evade an investigation by closing your LoanWell Payment Services Account. If your LoanWell Payment Services Account is closed while we are conducting an investigation, we may hold your funds to protect LoanWell or a third party against the risk of Reversals, Errors, claims, fees, fines, penalties and other potential liabilities. You shall remain liable for all obligations related to your LoanWell Payment Services Account even after the account has been closed, and you will cooperate with LoanWell to complete all pending transactions. Termination of your right to use the Service will result in closure of your LoanWell Payment Services Account.

(vi) Liabilities. You are responsible for all Reversals, Errors (to the extent the Error did not arise from any negligent act or omission or willful misconduct on the part of LoanWell), claims, fees, fines, penalties, taxes and other liabilities incurred by LoanWell or other parties caused by or arising from your breach of the Terms of Service or your use of the Service. You agree to reimburse LoanWell and such other parties for any such liabilities. LoanWell may rely on any instructions it receives from you, and LoanWell shall not be liable for any loss or damage you or any other party may suffer as a result of LoanWell following those instructions in good faith. In the event that you are liable for any amounts owed to LoanWell, Dwolla or their Service Providers, LoanWell may immediately debit such amounts from your LoanWell Payment Services Account and/or your Linked Bank Accounts. LoanWell may also engage in collection efforts to recover such amounts from you.

4. USER CONTENT

a. Responsibility.

You are solely responsible for ensuring the User Content you send complies with Section 5, below. LoanWell does not endorse and has no control over the User Content you post, or any user posts, on the Service. Content posted or sent to the Service by users ("User Content") is not necessarily reviewed by LoanWell prior to posting and does not reflect the opinions or policies of LoanWell. LoanWell makes no warranties, express or implied, as to the User Content or to the accuracy and reliability of the User

Content or any material or information that you transmit, or any other user transmits, to other users. LoanWell assumes no responsibility for monitoring the Service for inappropriate User Content, but please review information about copyrights, below. If at any time LoanWell chooses, in its sole discretion, to monitor the Service, LoanWell nonetheless assumes no responsibility for the User Content, has no obligation to modify or remove any inappropriate User Content, and has no responsibility for the conduct of the user posting any such User Content. Notwithstanding the foregoing, LoanWell may delete any User Content that, in the sole judgment of LoanWell, violates this Terms of Service or that may be offensive, illegal or violate the rights, harm, or threaten the safety of any person or for any other reason. Your failure to comply with User Content obligations is also a basis for termination of your use of the Service and the removal of any and all User Content you may have posted.

b. Ownership.

By providing User Content to us or posting it on the Service, you represent and warrant that you own such User Content or otherwise have the right to grant us the license set forth in Section 4(c), that the User Content is accurate and the submission, transmission, posting and use of your User Content on the Service is not in violation of any applicable laws or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights).

c. License.

By providing your User Content to LoanWell or otherwise submitting, transmitting, or displaying your User Content on or through the Service, you automatically grant (and you represent and warrant that you have the right to grant) to LoanWell, and LoanWell's licensees, and their respective successors in business and assigns, officers, directors, employees, licensees, agents, representatives and other users of the Service, a worldwide, sublicenseable, assignable, perpetual, irrevocable, non-exclusive, royalty-free, unlimited right and license to use, reproduce, publish (anonymized), distribute (anonymized), publicly display (anonymized), broadcast and perform (anonymized), reformat, adapt, modify and delete your User Content: (i) in connection with the Service in any medium now existing or hereinafter developed, and to use your user name and any personal information you submit with or contained within the User Content, consistent with our Privacy Policy, but without your prior approval or the payment of any compensation and without notice; and (ii) in de-identified form to understand and report on markets, trends and emerging best practices ("License"). This License will enable each user of the Service to access your User Content as permitted through the functionality of the Service and under this Terms of Service. This License includes the right to filter, modify or adapt your User Content in order to transmit, display or distribute it over computer networks and to allow third parties to access your User Content through the Service, as provided in this Terms of Service. Posting of User Content to the Service does not confer any rights of access to or ownership of the Service. As noted, this License is non-exclusive (so you can license your User Content to others), worldwide (as the Internet is global in its reach), fully-paid up and royalty-free (so that we do not have to pay you for posting your User Content) and sublicenseable through multiple tiers (so that we can use our service providers or others to provide our Service).

d. Storing and Disclosure; Transmission.

You acknowledge and agree that LoanWell may store your User Content and may also disclose your User Content if required to do so by law or in the good faith belief that such storage or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this Terms of Service; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of LoanWell, its users and the public. You

understand that the technical processing and transmission of the Service, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. It is possible for an outside website or a third party to re-post your User Content, and you agree to hold LoanWell harmless for any dispute concerning such use. We reserve the right to withhold, remove and or discard any content stored by the Service, including any User Content that you or other users post on the Service, your usage history on the Service, registration information, login information or any other information, with or without notice, for any reason in our sole discretion. For avoidance of doubt, LoanWell has no obligation to store, maintain or provide you a copy of any User Content that you or other users post on the Service, your usage history on the Service, registration information, login information or any other information. You acknowledge that, notwithstanding any copyright or other rights you may have with respect to User Content, and notwithstanding any value attributed to such User Content or other data by you or any third party, LOANWELL DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS (SUBJECT TO ANY UNDERLYING INTELLECTUAL PROPERTY RIGHTS IN THE USER CONTENT), ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON ITS SERVERS.

5. PROHIBITED CONTENT AND ACTIVITIES

Your use of the Service is subject to all applicable laws and regulations, and you are solely responsible for the substance of any User Content you post, and your conduct, on the Service. The following are examples of the kind of User Content and items that are illegal or prohibited to be posted on or through the Service. Further, you agree to comply with the LoanWell Acceptable Use Policy set forth at <https://loanwell.com/acceptable-use-policy> in your use of the Service. LoanWell reserves the right to investigate and take appropriate legal action against anyone who, in LoanWell's sole discretion, violates any of these provisions, including, without limitation, removing the offending User Content or items from the Service, suspending or terminating the account of such violators, and reporting violators to the law enforcement authorities.

a. Prohibited User Content includes, but is not limited to, User Content that in the sole discretion of LoanWell:

is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

harasses or advocates harassment of another person;

exploits people in a sexual or violent manner;

contains nudity, violence, or offensive subject matter or contains a link to an adult website; constitutes

financial advice of any kind, including tax advice or advice on securities or trading;

promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

contains hyperlinks, "hidden" keywords or keywords that are irrelevant to the Service or are otherwise misleading;

involves any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity that requires an upfront or periodic payment, pays

commissions only, or requires recruitment of other users, sub-distributors or sub-agents;

promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);

furtheres or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, advertising, or pyramid schemes;

you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein;

infringes or misappropriates any third party's patent, trademark, service mark, copyright, moral rights, trade secrets or other intellectual property; or

invades or violates any third party's right to privacy.

b. In addition, the following are examples of the kind of activity that is illegal or prohibited on the Service. LoanWell reserves the right to investigate and take appropriate legal action against anyone who, in LoanWell's sole discretion, violates any of these provision, including, without limitation, suspending or terminating the account of such violators, and reporting violators to the law enforcement authorities. Prohibited activities include, without limitation:

criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of invalid data, worms, viruses, Trojan horses, worms, time bombs, cancelbots or other harmful files, copyright, trademark, or patent infringement, or theft of trade secrets;

transmitting any chain letters or junk email to other users and using any information obtained from the Service in order to directly contact, advertise to, solicit, or sell to any user outside the Service without such user's prior explicit consent;

any automated use of the system, such as using scripts to follow users or send comments or messages;

operating network services like open proxies, open mail relays, or open recursive domain name servers on the Service;

using manual or electronic means to avoid any access or storage limitations on the use of the Service;

interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service;

attempting to impersonate another person or posting any third party's information on the Service without permission;

using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;

selling or otherwise transferring your LoanWell account;

aggregating, copying, or duplicating in any manner all or part of the Service or information available from the Service, without express written consent from LoanWell;

monitoring or crawling the Service, or the data or traffic of the Service;

using any information obtained from the Service in order to harass, abuse, or harm another person;

accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Service on behalf of that person, such as posting blogs, Newsfeed items, or bulletins with a commercial purpose;

using the Service in a manner inconsistent with any and all applicable laws and regulations;

using or launching any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that access the Service in a manner that sends more request messages to the Service servers than a human can reasonably produce in the same period by using a conventional on-line web browser;

collecting or harvesting any personally identifiable information, including names or email addresses, from the Service, or use the Service for any commercial solicitation purposes without prior written consent from LoanWell;

renting, leasing, transferring, selling, reselling, or otherwise exploiting for any commercial purpose, any portion of or access to the Service;
using the Service to solicit business or to support any business or commercial activities; selling

an item you do not have the right to sell; or

advertising or offering to sell or buy any items other than those items intended to be sold and purchased through the Service.

6. PROPRIETARY RIGHTS

a. User Feedback.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information you provide to LoanWell about the Service ("Submissions") are non-confidential and LoanWell will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

b. LoanWell Content.

The Service contains information, files, images, photos, video, sounds, musical works, works of authorship, and other materials created by or on behalf of LoanWell and published by LoanWell in connection with the Service (collectively, "LoanWell Content"). LoanWell solely owns all rights, title, and interest in and to the LoanWell Content, including but not limited to graphics, design, compilation, computer code, products, Application, visual interfaces, interactive features, and all other elements and components of the Service. LoanWell Content is protected by copyright, trademark, patent, trade secret and other laws, and LoanWell owns or licenses and retains all rights in the LoanWell Content and the Service, and all derivative works thereof. LoanWell hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the LoanWell Content (excluding any software code) solely for your personal non-commercial use in connection with using the Service in accordance with this Terms of Service. You agree not to copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, frame, scrape, rent, lease, loan, sell, or create derivative works based on any content posted on the Service by any other users, the LoanWell Content, or the Service. Any use of the Service or the LoanWell Content other than as specifically authorized herein is strictly prohibited. You agree not to reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Service (including the Application). Any rights not expressly granted herein are reserved by LoanWell.

c. Trademarks.

Certain graphics, logos, page headers, button icons, scripts, and service names located on the Service are trademarks, registered trademarks, or trade dress of LoanWell (collectively the "LoanWell Trademarks"). LoanWell's trademarks and trade dress may not be used in connection with any non-LoanWell product or service, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits LoanWell. All other trademarks not owned by LoanWell that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by LoanWell. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any LoanWell Trademarks or third-party trademarks or service marks displayed on the Service, without our prior written permission. All goodwill generated from the use of LoanWell Trademarks will inure to LoanWell's exclusive benefit.

7. COPYRIGHT POLICY

a. General.

LoanWell respects the legal rights of others, and we ask that our users do the same. LoanWell has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act ("DMCA") and avails itself of the protections under the DMCA. It is the policy of LoanWell to terminate the right of a user to use the Service if such user repeatedly infringes the copyright rights of others upon receipt of prompt notification to LoanWell by the copyright owner or the copyright owner's legal agent.

b. Infringement Notice.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, to comply with the DMCA, you must provide LoanWell's designated copyright agent set forth below with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Service; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please note that this procedure is exclusively for notifying LoanWell that your copyrighted material has been infringed.

c. Counter-Notice.

We may provide a user with notice that we have removed or disabled access to certain content by means of a general notice on the Site, electronic mail to the user's e-mail address in our records, or by written communication sent by first-class mail to the user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to LoanWell's designated copyright agent set forth below that includes the information below. To be effective under the DMCA, the counter-notification must be a written communication that includes the following: (a) your physical or electronic signature; (b) identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled; (c) a statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (d) your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which LoanWell may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

d. Copyright Agent.

LoanWell's copyright agent for notice of claims of copyright infringement can be contacted as follows:

LoanWell, Inc. Attn: Copyright Agent 411 W Chapel Hill Street Durham, NC 27701,
team@loanwell.com, (919) 808 - 2878.

8. DISCLAIMERS

LOANWELL, AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, "AFFILIATES"), ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT (WHETHER USER CONTENT OR LOANWELL CONTENT) POSTED ON THE SERVICE, WHETHER CAUSED BY USERS OF THE SERVICE, OUR ADVERTISERS OR CORPORATE PARTNERS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE OPERATION OF THE SERVICE.

LOANWELL AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER

ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR THE SERVICE, INCLUDING, WITHOUT LIMITATION, FOR ANY USER'S FAILURE TO PAY A DEBT TO A LENDER OR MISREPRESENTATION REGARDING THE NATURE OF THE FINANCIAL TRANSACTION UNDERTAKEN VIA THE SERVICE.

UNDER NO CIRCUMSTANCES WILL LOANWELL AND ITS AFFILIATES BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING LOST DATA, LOST INFORMATION, PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SERVICE, ANY CONTENT POSTED ON THE SERVICE OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN OR AMONG USERS OF THE SERVICE, WHETHER ONLINE OR OFFLINE, WHETHER ON THE SERVICE OR ELSEWHERE.

LOANWELL AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS ON THE SERVICE AND ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF E-MAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF. LOANWELL AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE TO ANY COMPUTER EQUIPMENT BELONGING TO ANY USER OF THE SERVICE OR ANY OTHER PERSON RELATED TO OR RESULTING FROM USE OF THE SERVICE, VIEWING, PLAYING OR DOWNLOADING ANY MATERIALS ON OR FROM THE SERVICE, OR OTHERWISE IN CONNECTION WITH THE SERVICE.

THE SITE, THE SERVICE, AND THE TRANSACTIONS FACILITATED THROUGH THE SERVICE ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND, EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, LOANWELL EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, OR ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT, OR THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE OR ANY PORTION THEREOF IS AT YOUR SOLE RISK (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR ALTERATION OF DATA OR OTHER DAMAGE TO YOUR COMPUTER OR OTHER DEVICE YOU EXPERIENCE FROM USING THE SERVICE) AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. LOANWELL DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM YOUR USE OF THE SERVICE. IF YOU ARE DISSATISFIED WITH ANY OF PART OF THE SERVICE OR WITH THE TERMS OF THIS TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICE.

THE SERVICE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY LOANWELL. LOANWELL HAS NO CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, THE CONTENT, POLICIES, OR PRACTICES OF ANY THIRD-PARTY WEBSITES. YOU EXPRESSLY RELIEVE LOANWELL FROM ANY AND ALL

LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE OR SERVICE. LOANWELL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. LOANWELL WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

LOANWELL MAY IN ITS SOLE DISCRETION, BUT IS NOT OBLIGATED TO, PREVIEW, REVIEW, SCREEN, OR REMOVE USER CONTENT ON THE SERVICE. YOU MAY BE EXPOSED TO USER CONTENT OR LOANWELL CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OBJECTIONABLE, INFRINGING, AND YOU HEREBY AGREE TO WAIVE ANY LEGAL RIGHTS AND REMEDIES YOU MAY HAVE AGAINST LOANWELL FOR SUCH EXPOSURE.

9. LOANWELL LIMITATION OF LIABILITY

IN NO EVENT WILL LOANWELL AND ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF LOANWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHEN USING LOANWELL AS A BORROWER LOANWELL'S LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO DIRECT DAMAGES, NOT TO EXCEED \$500. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

10. LOANWELL INDEMNITY AND RELEASE

You agree to indemnify and hold LoanWell and its Affiliates, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or relating to (a) your use of or access to the Service, (b) your breach of this Terms of Service or your violation of applicable law, including any laws applicable to the entry into a Loan through the Service (c) any User Content that you post on, or otherwise submit to, the Service, (d) other materials or information (including any documents, data, specifications, software, content or technology) provided by you or on your behalf, including our compliance with any specifications or directions provided by you or on your behalf to the extent prepared without any contribution by us; (e) your acts and omissions, including without limitation, your failure to repay a Loan as agreed in the agreement entered into on the Service to fund a Loan, (f) your violation of the rights of any third party, or (g) any dispute between you and another user of the Service. LoanWell reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify LoanWell and you agree to (i) cooperate with our defense of these claims and (ii) not to settle any matter without LoanWell's prior written consent. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of LoanWell or its Affiliates.

11. ARBITRATION

PLEASE READ THIS SECTION 11 VERY CAREFULLY AS IT WILL HAVE A

SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

a. ARBITRATION PROVISION.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If you do not reject this Arbitration Provision, for a Claim (defined in subsection (c) below) subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

b. Special Definition of "We," "Us" and "Our."

Solely for purposes of this Section 11, the terms "we," "us" and "our," in addition to the meanings set forth in this Terms of Service, also refer to our employees, officers, directors, partners, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us" and "our" also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.

c. Claims Subject to Arbitration.

A "Claim" subject to arbitration is any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to this Terms of Service, any User Content or LoanWell Content, any agreements that you enter into as a result of using the Service, and any dispute that you may have relating to another user. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, interpleaders, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Section 11. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this Section 11.

d. Excluded Claim or Proceeding.

Notwithstanding the foregoing, "Claim" does not include: (A) Any dispute or controversy about the validity, enforceability, coverage or scope of this Section 11 or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the rules and regulations as a whole is for the arbitrator, not a court, to decide; (B) Your or our right to resort to self-help remedies such as the right of setoff, to interplead funds in the event of a dispute, to exercise any security interest or lien held in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; or (C) Any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Section 11. Moreover, this

Section 11 will not apply to any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Section 11 in which you are alleged to be a member of the putative class for as long as such class action is pending.

e. Federal Arbitration Act.

Notwithstanding any choice of law or other provision in this Terms of Service, the parties agree and acknowledge that the Terms of Service evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the State of North Carolina shall apply.

f. Right to Reject Arbitration Provision.

You may reject this Section 11 and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this Section 11, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the opening of your account. Such notice must be sent by certified mail, return receipt requested, and must include a statement that you wish to reject Section 11 of this Terms of Service along with your name, address, account name, account number and your signature and must be mailed to: LoanWell, Inc., Attn: Arbitration, 411 W Chapel Hill Street, Durham, NC 27701. This is the sole and only method by which you can reject this Section 11. Rejection of this Section 11 will not affect any remaining terms of this Terms of Service and will not result in any adverse consequence to you or your account. You agree that our business records will be final and conclusive with respect to whether you rejected this Section 11 in a timely and proper fashion. This Section 11 will apply to you and us and to your account unless you reject it by providing proper and timely notice as stated herein.

g. Class Action Waiver.

Notwithstanding any other provision of this Terms of Service, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons ("Class Action Waiver"); provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties to this Terms of Service acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this Section 11. If the Class Action Waiver is limited, voided or found unenforceable, then this Section 11 (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

h. Arbitration Procedures.

If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a proceeding and can be given in papers filed in the proceeding. Otherwise,

your notice must be sent to LoanWell, Inc., Attn: Arbitration. 411 W Chapel Hill Street, Durham, NC 27701 and our notice must be sent to the most recent email address for you in our files. You may choose whether the hearing takes place in person, by telephone, or solely on the basis of documents submitted to the arbitrator. If you choose an in- person hearing, it will take place in the county/parish of your billing address. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

i. Administration.

No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Section 11. In the event of a conflict between the provisions of this Section 11, on the one hand, and any applicable rules of administrator used or any other terms of this Terms of Service, on the other hand, the provisions of this Section 11 shall control.

j. Arbitrator Rights and Responsibilities.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. You or we may choose to be represented by counsel. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim).

k. Arbitration Fees and Costs.

You are responsible for paying any fees necessary by law or the administrator's rules for this arbitration. However, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Section 11 to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Terms of Service, the administrator's rules or applicable law. However, with respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Section 11 to be enforced. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

l. Severability and Survival.

If any part of this Section 11, other than the Class Action Waiver, is deemed or found to be

unenforceable for any reason, the remainder shall be enforceable. This Section 11 shall survive the closing of your account and the termination of any relationship between us, including the termination of this Terms of Service, any bankruptcy to the extent consistent with applicable bankruptcy law, changes to your Terms of Service or any related services we provide, and the transfer or assignment of your account or any related services we provide.

m. Effect of Arbitration Award.

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, subject to Section 9 of this Terms of Service, if the amount in controversy exceeds \$50,000, you or we can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Section 11 to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with this paragraph. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.

n. Notice and Cure, Special Payment.

Prior to initiating a Claim, you may give us a written notice of your Claim ("Claim Notice") describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at LoanWell, Inc., Attn: Arbitration, 411 W Chapel Hill Street, Durham, NC 27701. This is the sole and only method by which you can submit a Claim Notice.

o. Claim Notice.

If (i) you submit a Claim Notice in accordance with subsection (n) above on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a maximum award \$500, consistent with Section 9 of this Terms of Service (not including any arbitration fees and attorney's fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$500 maximum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$500 are not contemplated.

p. WAIVER OF JURY TRIAL AND CLASS ACTION WAIVER.

To the extent permitted by applicable law, with respect to any Claim or other dispute between you and us (as defined in this Section 11) that is tried in court rather than resolved by arbitration, you and we hereby agree (a) that the Claim or other dispute will be tried by a judge without a jury, and you and we knowingly, voluntarily, intentionally and irrevocably waive the right to trial by jury in such a proceeding and (b) that any such litigation will proceed in court on an individual basis and will not proceed as part of a class action. This Terms of Service addresses your rights and obligations with respect to the Service and describes the acceptable use of the Service by you as well as any applicable restrictions. In the course of using the Service, you may also enter into agreements that provide you with additional rights and obligations not covered by this Terms of Service. We encourage you to keep copies of all relevant

agreements by downloading them or printing them out. Please see LoanWell's Privacy Policy for more information about how we collect, use, and share information on the Service.

12. GENERAL

a. **Legacy Funding Functionality.** LoanWell offers its users a legacy functionality to enter into interest-bearing direct personal loans with family and friends ("Direct Loans") which are intended to be used for personal, family or household purposes between a Borrower and one or more Lenders with whom the Borrower has an existing personal relationship, as well as to track the accrual of interest with respect to such Direct Loans, and send notifications pertaining to the Direct Loans. Direct Loans generated through LoanWell are intended to be personal loans for commercial or consumer purposes and are not for the general use of a business enterprise or to finance substantial investments. Direct Loans also include funding from family and friends for direct personal gifts that are intended to be used for personal, family or household purposes. The Service offered by LoanWell also provides users with a legacy functionality to facilitate fundraising by individuals and small business owners from their friends, families, and other supporters by creating no-interest loans ("Crowdsourced Loans") and sending notifications pertaining to such Crowdsourced Loans. Crowdsourced Loans may be for personal, family or household purposes or to raise capital for a business; however, in each case, Crowdsourced Loans are altruistic in nature and offer no rate of return to lenders. For Direct Loans, LoanWell currently charges a tiered subscription model based on usage, and LoanWell also provides a fixed rate option. For Crowdsourced Loans, LoanWell currently charges a fixed fee of 5% of the total dollars raised through such Crowdsourced Loan. These fees and rates can be found at <https://loanwell.com/billing>. If LoanWell decides to increase charges for Direct Loans or Crowdsourced Loans, it will amend this Terms of Service to reflect the new fee, and the amended Terms of Service will be effective upon the posting of the new Terms of Service on the Site. LoanWell will also provide relevant existing customers with reasonable advance notice of any new fees. In order to provide the Service with respect to Direct Loans and Crowdsourced Loans, you acknowledge that your contact information will be saved from the sign-up service that you choose to use (Facebook, LinkedIn, etc.) and that profile authentication may be used to gather more information about your profile from those services. You hereby give your express consent to such use of your address book and sign-up service. You also agree that we can collect, use, share and retain the information collected from your address book for our business purposes as described in our Privacy Policy and that we may retain such information for archival purposes and if required by law.

b. **Complete Agreement; Modification.** This Terms of Service (including the Privacy Policy and any other legal notices we have published on the Site) constitutes the entire agreement between you and us with respect to the subject matter hereof. This Terms of Service replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. LoanWell may modify this Terms of Service at any time and such modification will be effective upon posting by LoanWell on the Site. You agree to be bound by any changes to this Terms of Service when you use the Service after any such modification is posted. It is therefore important that you review this Terms of Service regularly to ensure you are updated as to any changes. If you do not agree with any of the terms of this Terms of Service, you must immediately discontinue your use of the Service.

c. **Conflict.** In the event of any conflict or inconsistency between this Terms of Service, the Privacy Policy, any other agreements you may enter into through the Service, and any other terms and/or conditions that may be posted at any time on the Service or otherwise communicated to you, we reserve the right to use our sole discretion to resolve such conflicts or inconsistencies through further communications with you.

d. Enforceability of Agreement. IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

THIS TERMS OF SERVICE, THE LOANWELL PRIVACY POLICY, AND ALL OTHER TERMS AND CONDITIONS POSTED ON OUR SERVICE OR OTHERWISE COMMUNICATED TO YOU BY US, SET OUT THE TERMS ON WHICH LOANWELL OFFERS YOU ACCESS TO AND USE OF THE SERVICE. YOU AGREE TO COMPLY WITH ALL THE ABOVE WHEN ACCESSING AND USING OUR SERVICE. YOUR USE OF THE SERVICE ESTABLISHES AN ENFORCEABLE AGREEMENT BETWEEN YOU AND LOANWELL. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, YOU CANNOT USE THE SERVICE.

e. Export Control. This Terms of Service is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions. We makes no claim that the Service may be lawfully viewed or that the Application may be downloaded outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction. You will comply with all applicable export laws and regulations in your use of the Service.

f. No Waiver of Rights. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

g. Force Majeure. We and our Affiliates will not be liable for any delay or failure to perform any obligation under this Terms of Service where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, mechanical, telecommunications, or other utility failures or degradation, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

h. Severability of Provisions. If any provision of this Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Terms of Service shall otherwise remain in full force and effect and enforceable.

i. Assignment and Transferability. This Terms of Service is not assignable, transferable or sublicensable by you except with LoanWell's prior written consent. LoanWell may assign this Terms of Service in whole or in part at any time without your consent.

j. No Waiver of Rights. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

k. Notice. Where LoanWell requires that you provide an e-mail address, you are responsible for providing LoanWell with your most current e-mail address. In the event that the last e-mail address you provided to LoanWell is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, LoanWell's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to LoanWell at the following address: 411 W Chapel Hill Street Durham, NC 27701, Attn: LoanWell, Inc.. Such notice shall be deemed given when received by LoanWell by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

l. No Third-Party Beneficiaries. Except as set forth in Clause 10 above, this Terms of Service does not create any third-party beneficiary rights in any individual or entity that is not a party to this Terms of Service.

m. Independent Contractors. LoanWell and you are independent contractors, and this Terms of Service will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

n. AI Output and Data Usage.

(i) AI Output Ownership. As between you and LoanWell, you own the specific outputs generated by the AI Suite from your data ('Output').

(ii) License to LoanWell. You grant LoanWell a worldwide, non-exclusive, royalty-free license to use and process such Output to provide, maintain, and improve our Service, including the training and refinement of our machine learning models. We will not disclose your confidential data or PII in a way that identifies you to other users during this refinement process.

o. Billing for AI Suite. AI Suite usage may be subject to additional Charges, billed either via consumption-based metering or the purchase of AI Credit packages. AI Credits expire at the end of the applicable billing cycle (monthly, quarterly, or annually) and do not roll over. Expired credits are non-refundable.

p. Third-Party AI Providers. The AI Suite is powered by third-party providers including, but not limited to, OpenAI, Google, and Anthropic. Your use of these features is subject to their respective usage policies. You agree not to:

(i) Use the AI Suite in a way that violates any third-party provider's terms;

(ii) Represent that AI-generated output was human-generated;

(iii) Use the AI Suite for any high-risk activity (e.g., automated law enforcement) or to generate deceptive/fraudulent content;

(iv) Attempt to 'jailbreak' or bypass the safety filters of the underlying models."

13. ACCEPTABLE USE & AI SUITE RESTRICTIONS

1. Compliance with Acceptable Use Policy

Your use of the Services, including the AI Suite, is subject to LoanWell's full Acceptable Use Policy (AUP), available at loanwell.com/acceptable-use-policy. You agree that a violation of the AUP constitutes a material breach of these Terms, and LoanWell reserves the right to suspend or terminate your access immediately upon such violation.

2. Specific Restrictions for the AI Suite

In addition to the general rules in the AUP, when using the AI Suite, you shall not:

Reverse Engineer: Attempt to discover the underlying source code, algorithms, model weights, or proprietary architecture of the AI Suite or its third-party providers.

Bypass Safeguards: Attempt to "jailbreak," circumvent, or bypass any safety filters, content moderation systems, or usage limits.

Deceptive Content: Use the AI Suite to generate "deepfakes" or synthetic media intended to impersonate any person or entity.

Competitive Use: Use any AI Output to develop or train a machine learning model or software service that competes with LoanWell.

Human Oversight Requirement: Use the AI Suite as the sole basis for making consequential decisions regarding an individual's creditworthiness, legal status, or financial eligibility. All AI-generated outputs must undergo human review before being used for such purposes.

Misleading Attribution: Represent that AI-generated output was solely human-generated.