

## **PROVIDER LICENSE AGREEMENT (PLA) TERMS AND CONDITIONS NOTICE**

Version 1.0 / Effective November 1, 2016

### **1. General Agreement.**

THESE TERMS AND CONDITIONS (THE "AGREEMENT") IS ENTERED INTO BETWEEN YOU ("PROVIDER") AND CREDITNOVO LLC ("CREDITNOVO") AND GOVERN YOUR ACCESS TO AND USE OF THE CREDITNOVO WEBSITE AND FINANCING SOLUTION. THE TERMS "USER", "YOU", "YOUR", "MY" OR "I" REFER TO YOU (PROVIDER), AND THE TERMS "CREDITNOVO", "US", "WE", OR "OUR" REFER TO CREDITNOVO. **YOU MUST ACCEPT THIS AGREEMENT BEFORE YOU CAN USE ANY OF THE CREDITNOVO SERVICES (THE "SERVICES").**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS TO AND USE OF THE CREDITNOVO LLC, ("CREDITNOVO") WEBSITE. INDICATE WHETHER YOU AGREE TO THESE TERMS AND CONDITIONS BY SELECTING THE "SUBMIT", "I AGREE", "I ACCEPT", OR "CONTINUE" BUTTONS.

THIS AGREEMENT IS BETWEEN YOU AND CREDITNOVO AND CAN BE ACCEPTED ONLY BY AN ADULT 18 YEARS OR OLDER. IF YOU ACCESS OR DOWNLOAD THE CREDITNOVO WEBSITE AND YOU DO NOT MEET THE AGE REQUIREMENT, CREDITNOVO IS NOT LIABLE FOR ANY OF YOUR SUBSEQUENT ACTIVITIES.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS OR DOWNLOAD THE CREDITNOVO WEBSITE. OTHERWISE, YOUR ACCESS OR DOWNLOAD OF THE CREDITNOVO WEBSITE MEANS YOU HAVE ACCEPTED ALL TERMS AND CONDITIONS CONTAINED HEREIN.

### **2. What This Agreement Covers.**

The Terms and Conditions govern your access to and use of the CREDITNOVO Website (the "Website"). These Terms and Conditions will be available for you to view at all times on the CREDITNOVO Website at [www.creditnovo.com](http://www.creditnovo.com). As between you and CREDITNOVO, CREDITNOVO is solely responsible for the Services and neither Apple, Inc. (Apple Store), Google, Inc. (Google Play), or any other app store or marketplace are responsible for the Services or any contents.

In addition to these Terms and Conditions, a separate agreement may be required for:

- (a) Any CREDITNOVO Referral Partner,
- (b) Any CREDITNOVO Vendor or Third-Party Supplier,
- (c) Any CREDITNOVO participating Lender, and
- (d) Any CREDITNOVO participating Provider.

### **3. Description of Services.**

CREDITNOVO IS NOT A LENDER. The CREDITNOVO Website and the processes contained therein ("Services"), hosts certain financial institutions ("Lenders") that provide installment loans to consumers and to certain businesses ("Service Providers", "Referral Partners", Vendors" and "Third-Party Suppliers") who provide goods and services to consumers. CREDITNOVO does not endorse and is not responsible or liable for any content, data, advertising, products, goods or services available or unavailable from, or through, any Lender, Service Provider, Referral Partner, Vendor or other Third-Party Supplier and is not responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use or reliance on any Lender, Service Provider, Referral Partner, Vendor or other Third-Party Supplier. Your dealings with, or participation in the promotions of any Lender, Service Provider, Referral Partner, Vendor or other Third-Party Supplier, and any other terms and conditions, representations and warranties associated with such dealings are strictly between you and the Lender, Service Provider, Referral Partner, Vendor or other Third-Party Supplier, and do not involve CREDITNOVO.

### **4. Eligibility to Use CreditNovo Website.**

**4.1 User Representations.** By entering into this Agreement, you represent that:

- (a) You are at least 18 years of age and have the right, power and authority to enter into this Agreement;
- (b) All information provided by you to CREDITNOVO is correct and current, and you will update such information with CREDITNOVO as soon as it changes;

(c) If you are a business entity, you are authorized to do business in the jurisdictions in which you operate and your employees are authorized to use the CREDITNOVO Website to bind you to this Agreement and all transactions conducted with your user name.

**4.2 Application and Software.** Via the Internet, the CREDITNOVO Website may be accessed directly through [www.creditnovo.com](http://www.creditnovo.com) via:

- (a) A computer, or
- (b) Via a mobile app that must be downloaded and installed onto your mobile device.

**4.3 Privacy Policy.** The information you provide to CREDITNOVO, including your personal information, is subject to the terms of CREDITNOVO's Privacy Policy, which is available on the CREDITNOVO website at [www.creditnovo.com](http://www.creditnovo.com) . BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED CREDITNOVO'S PRIVACY POLICY.

## 5. Use of the Services.

**5.1 Grant of License.** CREDITNOVO either owns, or has licenses to, the Services and the intellectual property rights associated with them. Some components of the Services may be owned by Third-Party Suppliers, but CREDITNOVO has a valid license, including the right to sublicense, from such Third-Party Suppliers. CREDITNOVO grants you a personal, limited, non-exclusive, revocable, non-transferable, royalty-free license, without the right to sublicense, to access and use the Services in accordance with this Agreement (the "License"). This License includes use of the Website, the CREDITNOVO app, and any software, programs, documentation, tools, internet-based or mobile-based Services, components, and any updates, including, but not limited to, software maintenance, Services information, help content, bug fixes and maintenance releases provided to you by CREDITNOVO. The CREDITNOVO Website is subject to the intellectual property rights of Third-Party Suppliers and their respective licensors, existing under any foreign, state or local laws or regulations, now or hereinafter in force and effect, and in any jurisdiction worldwide, including, without limitation, patent law, industrial rights law, copyright law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights whether under statutory or common law (or otherwise), and any and all national, foreign, and state registrations, applications, renewals, extensions and restrictions of any of the foregoing.

**5.2 Restrictions on Use.** You must comply with all laws, rules and regulations applicable to your use of the Services. You will not, and will not permit any Third-Party to do, or attempt to do, any of the following:

- (a) Access or monitor any material or information in the Services using any manual process or robot, spider, scraper or other automated means;
- (b) Reproduce, publicly display, republish, upload, post, transmit, resell, loan or distribute any material or information provided to you by CREDITNOVO;
- (c) Use the Services in any manner that would interfere with the rights of any Third-Party;
- (d) Take any action that could compromise the security of the Services;
- (e) Violate the restrictions in any robot exclusion headers in any aspect of the Services, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable disabled features or functionalities of the Services, decompile, disassemble or otherwise reverse engineer the Services, or otherwise attempt to derive the source code copy;
- (f) Use the database portion of the Services in connection with any software other than the Services;
- (g) Alter or modify the Services, create any derivative work of the Services or its accompanying documentation, alter any files or libraries in any portion of the Services, reproduce the database portion or create any tables or reports relating to the database portion;
- (h) Transfer any rights granted to you under this Agreement;
- (i) Perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by other users, or impose an unreasonable or disproportionately large load on CREDITNOVO's infrastructure, including but not limited to excessively high volume data transfers or bandwidth use; or
- (j) Otherwise use the Services except as permitted by this Agreement.

**5.3 User Comments and User Generated Data.** "User Generated Data" means any and all information that is generated by your use of the Services, including automatic reporting and other tools that give you the ability to

create, post and distribute various forms of content for and in connection with the Services, including, but not limited to, pictures, photographs, videos, and other information, including content generated by you.

(a) You may have the opportunity to post comments, information and materials regarding the Services ("User Comments"). You represent that you will not contribute User Comments regarding the Services unless you have created it or have express permission from the creator or copyright owner to do so. By contributing User Comments regarding the Services, you grant CREDITNOVO, its parents, subsidiaries, affiliates and successors a worldwide, perpetual, irrevocable, non-exclusive, fully paid, royalty-free, sub-licensable right to use, modify, reproduce, adapt, publish, prepare derivative works from, distribute and publicly display any User Comments contributed by you.

(b) You may not, and represent and warrant that you will not, contribute any User Comments that:

- (i) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, disparaging, libelous, threatening, predatory, harassing, hateful, racially or ethnically offensive, abusive, inflammatory, or is otherwise objectionable or inappropriate;
- (ii) promotes or encourages conduct that is illegal or would give rise to civil liability;
- (iii) breaches any duty toward, or rights of, any person or entity, including rights of publicity or privacy;
- (iv) contains corruptive data or any other harmful, disruptive, or destructive files;
- (v) is "spam" or contains direct marketing communications, unsolicited advertising, promotional materials or other forms of solicitation or commercial content;
- (vi) poses or creates a privacy or security risk to any person;
- (vii) in CREDITNOVO's sole discretion, is objectionable, restricts or inhibits any person or entity from using or enjoying any aspect of the Services, or which may expose CREDITNOVO, its parents, subsidiaries, affiliates or other Services users to harm or liability; or
- (viii) is an impersonation of, or attempt to impersonate, another person.

(c) CREDITNOVO reserves the right, but shall have no obligation to, screen, edit, remove or disable any User Comments at any time and for any reason without notice. You acknowledge that by using the Services, you may be exposed to User Comments that are offensive, indecent or objectionable. CREDITNOVO has no duty to pre-screen User Generated Data. CREDITNOVO has the right to edit, remove, block or refuse to post any submitted User Generated Data from any network or Internet site for any reason without prior notice, but assumes no obligation to do so and is not responsible for any failure or delay in doing so. You agree that CREDITNOVO shall not have any responsibility for or liability with respect to any User Comments posted by you or others, and CREDITNOVO expressly disclaims any and all liability in connection with any User Generated Data.

(d) You may have the opportunity to provide comments, suggestions, and ideas concerning use of, or suggested improvements or enhancements to, the CREDITNOVO Website or Services ("User Comments"). User Comments may also include your responses to surveys or other reporting. CREDITNOVO or its authorized Third-Party Services may obtain information from you regarding the use of the Services, including information mobile usage or patterns, online activities or any other activities conducted through your use of the Services. Notwithstanding any selections you may have made to decline to receive information from CREDITNOVO, or to be contacted by CREDITNOVO, CREDITNOVO may contact you to solicit information and comments on your use of the Services. You provide your express, written consent to receiving autodialed and prerecorded message calls from CREDITNOVO, or those acting on CREDITNOVO's behalf, at any mobile telephone number you provide to CREDITNOVO, regardless of your registration of your mobile device number on any state or federal "do not call" registry. You agree that your Feedback is provided gratuitously, unsolicited and without restriction. CREDITNOVO shall have no duties or obligations with respect to comments provided by you. CREDITNOVO shall be entitled to use and disseminate any comments for any purpose, in its discretion, without any compensation to you.

## **6. User Permission for Text Messaging and E-Mail Alerts/Communication.**

**6.1 Grant of Permission.** You grant CREDITNOVO express written consent to receiving autodialed and prerecorded message calls, text messages or push notification alerts from CREDITNOVO, or those Third-Party Services providers acting on CREDITNOVO's behalf, at any mobile telephone number you provide to CREDITNOVO, regardless of your registration of your mobile device number on any state or federal "do not call" registry. Your express, written permission applies to messages and alerts regarding the CREDITNOVO Services and any optional Services you have elected to receive. By providing your email address to CREDITNOVO, you agree that CREDITNOVO, or those Third-Party Services providers acting on CREDITNOVO's behalf, may e-mail

you Services use information, and special offers, promotions and updates with regard to the Services, regardless of your registration of your mobile device number on any state or federal "do not email" registry.

(a) You hereby consent to receive autodialed and/or pre-recorded text messages from or on behalf of CREDITNOVO and Third-Party Services providers acting on behalf of CREDITNOVO, including telemarketing and advertising messages, at the mobile device number I identify in my application.

(b) You understand that consent to receipt of marketing messages in this manner is not a condition of your agreement with CREDITNOVO.

(c) You understand that you can stop such messages at any time by texting "STOP" as a reply to any text message.

## **7. Intellectual Property.**

**7.1 Intellectual Property Rights.** CREDITNOVO either owns, or has licensed, all U.S. legal right, title and interest in and to the Services, including but not limited to any trademark, copyright, patent, trade secret, trade dress, service marks and other worldwide intellectual property rights as they relate to Services (the "Intellectual Property"). These Terms and Conditions do not grant you any rights with respect to the Intellectual Property.

**7.2 Copyright Infringement.** CREDITNOVO reserves the right to terminate your access to the Services in the event you infringe on any copyright rights of CREDITNOVO or any Third-Party. CREDITNOVO also reserves the right to remove any User Comments or any other material posted by a User that is alleged to infringe the copyrights of others. If you believe that any material posted to any of the Services constitutes copyright infringement, you should provide the following information to CREDITNOVO at the address provided in Section 16.1 below:

(a) The signature of the person authorized to act on behalf of the owner of the copyright that is allegedly being infringed;

(b) A description of the copyright-protected work that is allegedly being infringed;

(c) The location of such material in the Services;

(d) Your address, telephone number, and email address;

(e) A written statement by you stating your good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner or applicable law; and

(f) A written statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf.

By submitting this notice, you agree that CREDITNOVO may provide the information provided by you to the person who posted the allegedly infringing material. In the event that any material that you posted to any of the Services is removed by CREDITNOVO, you may send to CREDITNOVO at the address provided in Section 16.1 a counter-notice containing the information required by 17 USC § 512(g)(3), which CREDITNOVO will forward to the party who alleged the infringement. In the event that the party who alleged the infringement does not file any action seeking a court order to restrain you from engaging in the infringing activity within ten (10) business days of receiving the counter-notice, CREDITNOVO may, in its sole discretion, reinstate the removed material.

## **8. Electronic Communications; E-SIGN Disclosure and Consent.**

**8.1 Consent to Receive Communications Electronically.** Section 8 describes how CREDITNOVO communicates with you electronically, provides additional detail about the Electronic Communications we provide you, and sets out the hardware and software requirements you need to receive these Electronic Communications.

**8.2 Electronic Communications.** You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, " Electronic Communications ") that we provide in connection with the Services. Communications include, but are not limited to:

(a) agreements and policies you agree to (e.g., CREDITNOVO Important Notices, CREDITNOVO Provider Terms and Conditions, CREDITNOVO Provider License Agreement (PLA) and Addendum, CREDITNOVO Copyright and Trademark Notice, and CREDITNOVO Privacy Policy), including updates to these agreements or policies;

(b) any periodic disclosures; and

(c) customer service communications (such as claims of error communications). We may provide these Electronic Communications to you by posting them on the CREDITNOVO Website, by emailing them to

you at the primary email address listed for you, or by making them accessible in the CREDITNOVO app. Communications will be provided online and viewable using in-app display features, browser software or .pdf files. In such cases, you will be able to print the Electronic Communication and/or have it emailed to you.

**8.3 Receipt of Electronic Communications; Contact Information.** To receive electronic communications, you must have a valid email address on file with CREDITNOVO. Electronic communications will be deemed received by you within 24 hours of the time such communication is posted or sent to you. It is your responsibility to keep your primary email address current so that CREDITNOVO can send you Electronic Communications. You agree that if CREDITNOVO sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your Service Provider, or you are otherwise unable to receive Electronic Communications, CREDITNOVO will be deemed to have provided the Electronic Communication to you. You may not be able to transact using our Services until we receive a valid, working primary email address from you. If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add CREDITNOVO to your email address book so that you can receive Electronic Communications by email.

**8.4 Electronic Records Disclosure and Agreement.** Please read this Electronic Records Disclosure and Agreement carefully and keep a copy for your records.

**8.5 Electronic Copy of Related Disclosures, Agreements and Instructions.** In order to speed up the loan application process, with your consent, we will provide you with all loan processing and closing information electronically, rather than by postal mail or in person.

**8.6 Your Consent is Required.** You must consent to receiving the loan processing and closing information before we can provide them to you electronically. Your consent will only apply to the loan processing and closing information, and you will not be consenting to receiving other electronic records or disclosures at this time.

**8.7 Archived Copy of Disclosures, Agreements and Instructions.** If you DO NOT want to receive the loan processing and closing information electronically, you should exit this loan application process. If you consent to receive the loan processing and closing information electronically, you can also request an archived copy of the related loan processing and closing information. We will not charge you any fees for providing archived access to the loan processing and closing information, which will be available for a period of 180 days after loan closing.

**8.8 Withdrawal of Consent for Electronic Delivery.** You may withdraw consent for electronic delivery of our legal disclosures, agreements, instructions, and communications, but doing so will not affect the legal effectiveness, validity or enforceability of electronic records that were made available to you prior to the implementation of your withdrawal of consent for electronic delivery. In the event that you withdraw your consent for electronic delivery, CREDITNOVO will no longer be able to communicate with you electronically. To withdraw consent to electronic delivery, you must either: (i) write to us at CREDITNOVO Customer Service, 1305 North Stuart Place Road, Harlingen, TX 78552; (ii) use a method that may be available to you at the CREDITNOVO website ([www.CreditNovo.com](http://www.CreditNovo.com)); or (iii) contact CREDITNOVO Customer Service at 1-844-GET-NOVO, (1-844-438-6686).

**8.9 Updating Your Contact Information.** To provide updated information on how we may contact you electronically, you must either: (i) write to us at CREDITNOVO Customer Service, 1305 North Stuart Place Road, Harlingen, TX 78552; (ii) use a method that may be available to you at the CREDITNOVO website ([www.CreditNovo.com](http://www.CreditNovo.com)); or (iii) contact CREDITNOVO Customer Service at 1-844-GET-NOVO, (1-844-438-6686).

**8.10 System Requirements to Access the Information.** To receive an electronic copy of the requested file, you must have the following equipment and software:

- a. You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- b. You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a modern web browser such as Microsoft® Internet Explorer or Google® Chrome, and your system must have 128-bit SSL encryption software. Your access to this

- page verifies that your browser and encryption software meet these requirements.
- c. You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files.
  - d. System Requirements to Retain the Information. To retain a copy of the requested file, your system must have the ability to either download or print PDF files. You must have a functioning printer connected to your personal computer or other access device, which is able to print the related legal disclosures, agreements, the instructions, communications, and online statements on plain white 8½ x 11 inch paper.

**8.11 Agreements and Acknowledgments.** By selecting the "SUBMIT" button on the Confidential Provider Application screen, you represent that: (i) you have read, understand and agree to all of the provisions of this Electronic Records Disclosure and Agreement (the "Agreement"); and (ii) you represent that the Internet access device(s) you will use to receive this Agreement and related legal disclosures, agreements, instructions, communications and online statements meet(s) the system requirements to access information and to retain information as stated in the previous two sections.

Federal Electronic Disclosure and Consent. The E-SIGN process defines "electronic signature" as any manner of "electronic sound, symbol, or process" associated with a "contract or other record and executed or adopted by a person with the intent to sign the record." By selecting the "SUBMIT" button on the Confidential Provider Application screen, you consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the forms and documents required to complete your loan application.

You understand that your electronic signature is legally binding, just as if you had signed a paper document. Your consent to use electronic signatures and documents specifically applies to all materials related to the processing of your request for a loan.

## 9. Modification.

CREDITNOVO may change, modify or amend this Agreement by providing you notice of such change by electronic communication in accordance with the terms of Section 8 of this Agreement. Such changes will become effective 24 hours after being posted or sent to you in the manner set forth in Section 8. Your continued use of the Services after the effective time of any such changes will constitute your acceptance of the changes. In the event you do not agree with any such changes, your sole and exclusive remedy is to terminate your use of the Services.

## 10. Termination.

**10.1 Your Right to Terminate.** You may terminate this Agreement and your use of the Services at any time by deactivating your account, or by notifying CREDITNOVO in writing at the address provided in Section 16.1 below.

**10.2 CREDITNOVO's Right to Terminate.** CREDITNOVO may terminate this Agreement by terminating your access to the Services at any time and for any reason, in its sole and absolute discretion without liability. CREDITNOVO may also suspend the Services if CREDITNOVO determines, in its sole discretion, that you:

- (a) Have violated this Agreement,
- (b) Pose a fraud or other legal risk to CREDITNOVO, or
- (c) Have provided false, incomplete, inaccurate or misleading information or have otherwise engaged in fraudulent or illegal conduct.

**10.3 Effect of Termination.** Upon termination of this Agreement and your use of the Services, the license granted to you under this Agreement will immediately end and you must immediately stop using the Services.

## 11. Disclaimer of Warranties.

**11.1 Disclaimer of CREDITNOVO Warranties.** THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH CREDITNOVO, IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CREDITNOVO, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, MAKE NO REPRESENTATIONS AND DISCLAIM ALL WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CREDITNOVO, ITS PARENTS, SUBSIDIARIES AND AFFILIATES DO NOT WARRANT THAT ANY CONTENT OF THE SERVICES IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECT OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CREDITNOVO SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, ANY CONTENT THEREON OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

**11.2 Disclaimer of Warranties Related to Third Parties.** CREDITNOVO DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY OR LIABILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD-PARTY THROUGH THE SERVICES.

## **12. Limitation of Liability.**

UNLESS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL CREDITNOVO, ITS PARENTS, SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, OWNERS, EMPLOYEES OR AGENTS (THE "CREDITNOVO PARTIES") BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH THE USE, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED DAMAGES ARE BASED ON A CLAIM OR ACTION IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF DUTY, INDEMNITY, CONTRIBUTION OR OTHERWISE, EVEN IF THE CREDITNOVO PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OF LOSS. UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT SHALL THE CREDITNOVO PARTIES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND THE USE OF THE SERVICES EXCEED \$50.00.

## **13. Special Notice to Provider.**

**13.1 CreditNovo LLC Is Not a Lender.** The CREDITNOVO Website ("Website") was designed to provide a means ("Services") for you, the Provider, to allow your Customers to electronically apply for loans made available by certain financial institutions ("Lenders") who receive loan applications through this website. THE CREDITNOVO WEBSITE DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO LEND. Subject to our Privacy Policy, CREDITNOVO will transfer your Customer's information to Lenders in our program, other Service Providers and marketing companies in our network, who will directly obtain a loan application from your Customer.

If a Lender approves your Customer, a loan will be funded directly by such Lender. Loan amounts, interest rates and terms are determined by the Lender using the credit score(s) of each loan applicant. Loan rates and terms are decided solely by the Lender according to its INDIVIDUAL credit criteria and not all applicants will be approved for the highest loan amounts or lowest interest rates. CREDITNOVO offers no guarantee, expressed or implied, that completing an application with a Lender at this Website will result in your being offered a loan product with satisfactory rates or terms.

Actual loan amounts, terms and interest rates may vary by Lender. The Annual Percentage Rate (APR) applied to a loan represents a rate that considers the amount of the loan, cost of the loan, term of the loan, repayment amounts and timing of loan payments. Loans on the lower end of the APR range may be for a larger loan amount and a longer term. Loans on the higher end of the APR range may be for a smaller loan amount and a shorter term.

If your Customer's loan application is not repaid in accordance with the Lender's terms as specified in the loan documents, the Lender may:

- (a) Charge late fees,
- (b) Send the account to a collection agency,



- (c) Report information to a consumer reporting agency, or
- (d) May offer to renew, extend or refinance the loan.

When evaluating a loan application, Lenders may verify your Customer's information against national databases to include, but not limited to Equifax, TransUnion, and Experian to determine credit worthiness, credit standing and/or credit capacity. In certain circumstances, Lenders may also obtain credit check information or consumer reports through additional providers such as FICO Application Risk Models, Creative Business Decisions, Datax, Teletrack or DP Bureau. By submitting an application and information on the CREDITNOVO website, your Customer agrees to allow any and all participating Lenders to verify your information and check your credit.

Each Lender is required to provide a loan applicant with an itemization of all costs associated with a loan, said costs to be expressed as an APR of interest. This information will include the identity of the creditor (Lender), the amount financed, the itemization of amount financed, the finance charge, the annual percentage rate, the payment schedule and the total number of payments.

Actual loan amounts, terms and interest rates may vary by Lender. The APR applied to a loan represents a rate that considers the amount of the loan, cost of the loan, term of the loan, repayment amounts and timing of loan payments. Loans on the lower end of the APR range may be for a larger loan amount and a longer term. Loans on the higher end of the APR range may be for a smaller loan amount and a shorter term.

**13.2 CreditNovo Does Not Make Loans or Credit Decisions.** CreditNovo is not an agent, representative or broker of any lender and does not endorse any service or product. The CreditNovo Website is simply a means for your Customers to make an application for credit with a participating Lender. These Lenders may not necessarily offer the highest loan amounts, lowest interest rates or best terms. Your Customer is under no obligation to use the CreditNovo Website to initiate contact, nor apply for credit or any loan product with any Lender.

#### **14. Indemnification.**

You will indemnify, defend and hold harmless CREDITNOVO, its parents, subsidiaries and affiliates, and its and their directors, officers, owners, employees, agents, consultants, contractors and other representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, debts, losses, liabilities, damages, judgments, settlements, tax assessments, penalties, interest, and expenses, including reasonable attorneys' fees, arising out of, related to, or which may arise from:

- (a) Your use of the Services;
- (b) Your actual or alleged breach of or non-compliance with any term of this Agreement;
- (c) Your violation of any right of a Third-Party in connection with your use of the Services, including but not limited to any right of privacy, publicity rights, or intellectual property rights of such Third-Party;
- (d) Your negligence or violation or alleged violation of any federal or state law, rule or regulation; or
- (e) Any other party's access and/or use of the Services.

#### **15. Governing Law; Dispute Resolution.**

This Agreement and any claim, action or dispute arising hereunder will be governed by the laws of the State of Texas, without regard to its conflicts of law principles. CREDITNOVO LLC is located in Texas and that is where you entered into this Agreement.

IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOU AND CREDITNOVO SHALL FIRST ATTEMPT IN GOOD FAITH TO PROMPTLY RESOLVE SUCH DISPUTE THROUGH NEGOTIATION. IN THE EVENT OF ANY DISPUTE, YOU (OR YOUR AUTHORIZED REPRESENTATIVE) AND CREDITNOVO SHALL MEET AT LEAST ONCE TO NEGOTIATE IN GOOD FAITH TO RESOLVE THE DISPUTE. EITHER YOU OR CREDITNOVO MAY REQUEST TO MEET TO CONDUCT SUCH NEGOTIATION OF A DISPUTE WITHIN FIFTEEN (15) CALENDAR DAYS OF SUCH REQUEST.

IF YOU AND CREDITNOVO ARE NOT ABLE TO CONDUCT SUCH MEETING WITHIN THE SAID FIFTEEN (15) CALENDAR DAY PERIOD, OR ARE UNABLE TO RESOLVE THE DISPUTE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE INITIAL NEGOTIATION MEETING, THEN YOU AND CREDITNOVO AGREE TO SUBMIT THE DISPUTE TO MEDIATION. YOU AND CREDITNOVO FURTHER AGREE THAT PARTICIPATION IN MEDIATION IS A



CONDITION PRECEDENT TO ARBITRATION. EITHER YOU OR CREDITNOVO MAY REQUEST MEDIATION UPON WRITTEN NOTICE TO THE OTHER PARTY, AND THE MEDIATION MUST TAKE PLACE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE SUCH NOTICE IS GIVEN. YOU AND CREDITNOVO MUST JOINTLY APPOINT A MUTUALLY ACCEPTABLE MEDIATOR.

IF YOU AND CREDITNOVO ARE UNABLE TO AGREE UPON THE APPOINTMENT OF A MEDIATOR WITHIN SEVEN (7) CALENDAR DAYS AFTER EITHER YOU OR CREDITNOVO HAS GIVEN NOTICE OF A DESIRE TO MEDIATE THE DISPUTE, BOTH YOU AND CREDITNOVO SHALL EACH DESIGNATE A MEDIATOR, AND SUCH MEDIATORS SHALL SELECT A THIRD MEDIATOR WHO SHALL ACT AS THE NEUTRAL MEDIATOR IN ASSISTING YOU AND CREDITNOVO IN RESOLVING THE DISPUTE. ALL COSTS, EXPENSES AND FEES WITH REGARD TO ANY MEDIATION, EXCEPT FOR EACH PARTY'S ATTORNEYS' FEES, SHALL BE DIVIDED EQUALLY BETWEEN YOU AND CREDITNOVO, AND YOU AND CREDITNOVO SHALL EACH BE SOLELY RESPONSIBLE FOR PAYMENT OF SUCH COSTS, EXPENSES AND FEES, AND EACH PARTY SHALL ALSO BE RESPONSIBLE FOR PAYMENT OF ITS OWN ATTORNEYS' FEES, IF ANY, RELATED TO SUCH MEDIATION. ALL MEDIATIONS SHALL OCCUR IN THE CLOSEST TEXAS CITY TO YOUR PERMANENT RESIDENCE, OR IF YOUR PERMANENT RESIDENCE IS OUTSIDE OF THE STATE OF TEXAS OR THE U.S., THEN IN AUSTIN, TEXAS. IN THE EVENT THAT THE DISPUTE OR CLAIM IS RESOLVED SUCCESSFULLY THROUGH THE MEDIATION PROCESS, SUCH RESOLUTION WILL BE DOCUMENTED BY A CONFIDENTIAL WRITTEN AGREEMENT EXECUTED BY YOU AND US.

IF THE MEDIATION DOES NOT SUCCESSFULLY RESOLVE THE DISPUTE OR CLAIM, THE MEDIATOR SHALL PROVIDE WRITTEN NOTICE TO YOU AND CREDITNOVO REFLECTING THE SAME, AND EITHER YOU OR CREDITNOVO MAY THEN PROCEED TO SEEK BINDING ARBITRATION, WITH THE EXCEPTION OF ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY IS WITHIN THE JURISDICTIONAL LIMITS OF, AND IS FILED IN, A SMALL CLAIMS COURT. BY EXECUTION OF THIS AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL AND KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHT TO A TRIAL BY JURY. EITHER YOU OR CREDITNOVO MAY REQUEST ARBITRATION BY WRITTEN REQUEST TO THE OTHER, AND THE ARBITRATION MUST TAKE PLACE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE SUCH NOTICE IS GIVEN. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, INCLUDING THE CONSUMER DUE PROCESS PROTOCOL, IF APPLICABLE, AND TITLE 9 OF THE U.S. CODE. YOU AND CREDITNOVO MUST JOINTLY APPOINT A MUTUALLY ACCEPTABLE PANEL OF THREE ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY EACH OF THE PARTIES AND THE THIRD OF WHOM SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES. IF YOU AND CREDITNOVO ARE UNABLE TO AGREE UPON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN SEVEN (7) CALENDAR DAYS AFTER EITHER YOU OR CREDITNOVO HAS GIVEN NOTICE OF A DESIRE TO ARBITRATE THE DISPUTE, BOTH YOUR AND CREDITNOVO'S DESIGNATED ARBITRATORS SHALL JOINTLY SELECT A THIRD ARBITRATOR WHO SHALL ACT AS THE THIRD ARBITRATOR ON THE PANEL OF THREE ARBITRATORS. ANY PERSON APPOINTED OR SELECTED TO SERVE AS AN ARBITRATOR MUST HAVE PRACTICAL WORKING EXPERIENCE IN THE COMMERCIAL PAYMENTS INDUSTRY. ALL ARBITRATIONS SHALL OCCUR IN THE CLOSEST TEXAS CITY TO YOUR PERMANENT RESIDENCE, OR IF YOUR PERMANENT RESIDENCE IS OUTSIDE OF THE STATE OF TEXAS OR THE U.S., THEN IN AUSTIN, TEXAS. THE ARBITRATORS SHALL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. THE ARBITRATORS SHALL IN NO EVENT, NOTWITHSTANDING ANY RULE TO THE CONTRARY AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, HAVE ANY POWER OR AUTHORITY TO CONSOLIDATE CLAIMS ASSERTED BY DIFFERENT CLAIMANTS OR COUNTER-CLAIMANTS, ADJUDICATE ANY CLAIMS PRESENTED TO THEM ON A CLASS WIDE BASIS, TREAT ANY CLAIMANT OR COUNTER-CLAIMANT AS A REPRESENTATIVE OF A CLASS OF CLAIMANTS OR COUNTER-CLAIMANTS, OR AWARD ANY RELIEF ON A CLASS-WIDE BASIS.

THE ARBITRATORS SHALL EXPRESS THEIR DECISION IN A WRITTEN AWARD SUPPORTED BY FINDINGS MADE BY THE ARBITRATORS, AND JUDGMENT MAY BE ENTERED UPON ANY AWARD IN ANY COURT HAVING JURISDICTION. HOWEVER, YOU AND CREDITNOVO AGREE THAT THE FACT OF THE ARBITRATION, ALL SUBMISSIONS TO AND PROCEEDINGS BEFORE THE ARBITRATORS, AND THE WRITTEN DECISION AND FINDINGS OF THE ARBITRATORS SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND CREDITNOVO UNLESS NECESSARY TO SECURE JUDICIAL REVIEW OR CONFIRMATION, OR AS REQUIRED BY LAW.

CLASS ACTION WAIVER: IF EITHER YOU OR CREDITNOVO ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR CREDITNOVO WILL HAVE THE RIGHT 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.

## 16. Miscellaneous.

**16.1 Notice.** In addition to the Electronic Communications authorized herein, communications may be made by mail. Notice to CREDITNOVO may be made by mail to:

CreditNovo LLC  
1305 N. Stuart Place Road  
Harlingen, TX 78552

**16.2 Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted assignment will be deemed void. CREDITNOVO reserves the right to assign this Agreement and the rights and obligations hereunder to any Third-Party without notice to you. This Agreement will be binding and inure to the benefit of the parties hereto and their successors and permitted assigns.

**16.3 Force Majeure.** Without limiting the applicability of the terms of Section 14, the CREDITNOVO Parties shall have no liability for any failure or delay resulting from conditions beyond the reasonable control of such party, including but not limited to any industrial dispute, acts of war, governmental action, acts of terrorism, acts of God, labor conditions, power failures and Internet or mobile network disturbances.

**16.4 Entire Agreement.** This Agreement, your consent under E-SIGN, and your authorization relating to text messages represents the Parties' entire understanding with respect to the subject matter contained herein and supersedes and cancels all prior written or oral contracts, agreements and understandings of the parties with respect to the subject matter of this Agreement.

**16.5 Survival.** The terms of this Agreement which are expressly, or by implication, intended to continue in force notwithstanding the termination of this Agreement or your termination of use of the Services for any reason, will survive termination or expiration of this Agreement.

**16.6 No Waiver; Severability.** The failure of CREDITNOVO to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be removed to the minimum extent necessary and the remainder of this Agreement shall remain in full force and effect.

**16.7 Conflicts.** In the event of a conflict between this Agreement and any other terms and conditions or policies of CREDITNOVO, this Agreement shall prevail as to the subject matter contained herein.

**16.8 Headings and Subheadings.** The use of titles and headings with reference to certain portions of this Agreement is solely for the convenience of the reader and are of no legal effect.

## 17. Applying for Credit.

**17.1 Disclosures.** By selecting the "SUBMIT" button on the Confidential Provider Application screen, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE DISCLOSURES CAREFULLY AND YOU UNDERSTAND that you may download a copy of the Terms and Conditions from the website at [www.CreditNovo.com](http://www.CreditNovo.com).

## 18. CreditNovo Privacy Policy v2.0.

Effective on December 12, 2016, this Privacy Policy describes how CREDITNOVO LLC collects and uses the personal information you provide on our CREDITNOVO Website at: [www.creditnovo.com](http://www.creditnovo.com) . It also describes the choices available to you regarding our use of your personal information and how you can access and update this information.

**18.1 Data Collection.** We collect the following personal information from you:

- Contact Information such as name, email address, mailing address, phone number,
- Billing Information such as credit card number, and billing address,
- Financial Information such as bank or brokerage account numbers, types of investments,
- Social Security Number,

- Driver's License Number,
- Unique Identifiers such as user name, account number, password,
- Preferences Information you provide such as product or content interests, or communication or marketing preferences,
- Usage activity about how you interact with us such as purchase history, what content you viewed, and which areas of our site you visited,
- Demographic information such as household income, age, education, gender, interests, and zip code.

As is true of most Websites, we automatically gather information about your computer such as your IP address, browser type, referring/exit pages, and operating system. We use this information to:

- Fulfill your order,
- Send you an order confirmation,
- Assess your needs to determine suitable products or services,
- Send you requested product or service information,
- Send product updates or warranty information,
- Respond to customer service requests,
- Administer your account,
- Send you a newsletter,
- Send you marketing communications,
- Improve our Website and marketing efforts,
- Conduct research and analysis,
- Provide the financial services you requested,
- Display content based upon your interests.

**18.2 Choice/Opt-Out.** You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails, or you can contact us at: [info@creditnovo.com](mailto:info@creditnovo.com)

### **18.3 Information Obtained from Third Parties.**

We obtain address information about you from Third-Party sources, such as the US Postal Service, to verify your address so we can properly ship your order to you and to prevent fraud.

We purchase marketing data about our customers from third parties and combine it with information we already have about you, to create more tailored advertising and products.

We obtain credit information about you from an outside credit reporting agency to help us with customer authentication and credit-related decisions.

If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us.

### **18.4 Disclosure to Third Parties.**

We will share your information with third parties only in the ways that are described in this privacy statement.

We may provide your personal information to companies that provide services to help us with our business activities such as shipping your order or offering customer service. These companies are authorized to use your personal information only as necessary to provide these services to us.

We may disclose your personal information as required by law, such as to comply with a subpoena, or similar legal process when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request, if CREDITNOVO LLC is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information, to any other Third-Party with your prior consent to do so.

We share your personal information with other companies so that they can market their products or services to you. If you do not want us to share your personal information with these companies, contact us at: [info@creditnovo.com](mailto:info@creditnovo.com)

## 18.5 Tracking Technologies.

We or a Third-Party contracted by us may use technologies such as cookies, Web beacons, or scripts to gather information about how you and others interact with our Website. For example, we will know how many users access specific areas or features within our site and which links or ads they clicked on. We use this aggregated information to understand and optimize how our site is used, improve our marketing efforts, and provide content and features that are of interest to you.

We partner with a Third-Party ad network to either display advertising on our Website or to manage our advertising on other sites. Our ad network partner uses cookies and Web beacons to collect non-personally identifiable information about your activities on this and other Websites to provide you targeted advertising based upon your interests.

**18.6 Security.** The security of your personal information is important to us. When you provide sensitive information (such as a credit card number) to us, we encrypt the transmission of that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

If you have any questions about security on our Website, you can contact us at [info@CreditNovo.com](mailto:info@CreditNovo.com). We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at [info@creditnovo.com](mailto:info@creditnovo.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## 18.7 Other Information.

(a) Correcting and Updating Your Information. To review and update your personal information to ensure it is accurate, contact us at [info@CreditNovo.com](mailto:info@CreditNovo.com).

(b) Notification of Privacy Statement Changes. We may update this privacy statement to reflect changes to our information practices. If we make any material changes, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

(c) Feedback. You can contact us about this privacy statement by writing, or email us at the address below:

CREDITNOVO LLC  
1305 N. Stuart Place Road  
Harlingen, TX 78552  
United States Email: [info@CreditNovo.com](mailto:info@CreditNovo.com)

## 19. Important Notices to User.

**IMPORTANT USA PATRIOT ACT INFORMATION:** To help the U.S. government fight terrorism and money laundering activities, Federal Law requires Lenders to obtain, verify, and record information that identifies each individual seeking to establish a customer relationship with them. WHAT THIS MEANS: If you enter into a credit relationship with a Lender, they will ask for your name, address, date of birth (as applicable), and other identification information. This information will be used to verify your identity. As appropriate, a Lender may, in their discretion, ask for additional documentation or information. If all required information is not provided, a Lender may be unable to establish a credit relationship with you.

**FEDERAL CREDIT APPLICATION INSURANCE DISCLOSURE:** If your Customer applies for an extension of credit from a Lender, these Lenders may be soliciting, offering, or selling you an insurance product or annuity in connection with this extension of credit. FEDERAL LAW PROHIBITS ANY LENDER FROM CONDITIONING THE EXTENSION OF CREDIT ON EITHER:

- (a) Your purchase of an insurance product or annuity from them or from any of their affiliates; or
- (b) your agreement not to obtain, or a prohibition on you from obtaining, an insurance product or annuity from an unaffiliated entity.

**CREDITNOVO DISCLAIMER OF LIABILITY:** CREDITNOVO DOES NOT MAKE LOANS OR CREDIT DECISIONS. CREDITNOVO IS NOT A LENDER. CREDITNOVO IS NOT AN AGENT, REPRESENTATIVE OR BROKER OF ANY LENDER OR SERVICE PROVIDER AND DOES NOT ENDORSE, OR CHARGE YOU FOR ANY SERVICE OR PRODUCT. WE SIMPLY PROVIDE A WEB HOSTING SERVICE ("WEBSITE", "SERVICES") AND DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, THE ACTIONS OR INACTIONS OF ANY LENDER OR SERVICE PROVIDER. The CREDITNOVO Website Service is simply a means to generate leads to certain Lenders willing to fund consumer loans to affect a transaction. These Lenders may not necessarily offer the highest loan amounts, lowest interest rates or best terms. You are under no obligation to use CREDITNOVO to initiate contact, nor apply for credit or any loan product with any Service Provider or Lender.

The CREDITNOVO Website ("Website") was designed to provide a means ("Services") for you, the consumer ("Borrower"), to electronically apply for loans made available by certain financial institutions ("Lenders") who receive your loan application through this website. CREDITNOVO IS A FREE SERVICE TO YOU. YOU WILL NOT BE CHARGED ANY FEES TO USE THE CREDITNOVO WEBSITE'S ELECTRONIC LOAN APPLICATION SERVICE. THE CREDITNOVO WEBSITE DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO LEND. Subject to our Privacy Policy, CREDITNOVO will transfer your information to Lenders in our program, other Service Providers and marketing companies in our network, who will directly obtain a loan application from you.

**ELECTRONIC COMMUNICATIONS, E-SIGN DISCLOSURE AND CONSENT NOTICE:** By selecting the "SUBMIT" button on the Confidential Provider Application screen, you acknowledge that you have read the electronic disclosures in Section 8 of the CREDITNOVO Terms and Conditions carefully. You understand that by selecting the "SUBMIT" button you acknowledge that you agree that your consent to Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

**PERMISSION FOR TEXT MESSAGING AND E-MAIL ALERTS/COMMUNICATION:** By selecting the "SUBMIT" button on the Confidential Provider Application screen, you acknowledge that you grant CREDITNOVO express written consent to receiving autodialed and prerecorded message calls, text messages or push notification alerts from CREDITNOVO, or those Third-Party Services providers acting on CREDITNOVO behalf, at any mobile telephone number you provide to CREDITNOVO, regardless of your registration of your mobile device number on any state or federal "do not call" registry. Your express, written permission applies to messages and alerts regarding the CREDITNOVO Website Services ("Services") and any optional Services you have elected to receive.

By providing your email address to CREDITNOVO, you agree that CREDITNOVO, or those Third-Party Services providers acting on CREDITNOVO behalf, may e-mail you Services use information, and special offers, promotions and updates with regard to the Services, regardless of your registration of your mobile device number on any state or federal "do not email" registry.

Furthermore, you hereby consent to receive autodialed and/or pre-recorded text messages from or on behalf of CREDITNOVO and Third-Party Services providers acting on behalf of CREDITNOVO, including telemarketing and advertising messages, at the mobile device number you identify in my application.

- (a) You understand that consent to receipt of marketing messages in this manner is not a condition of your agreement with CREDITNOVO.
- (b) You understand that you can stop such messages at any time by texting "STOP" as a reply to any text message.

**ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT:** Please read this Electronic Records Disclosure and Agreement carefully and keep a copy for your records.

**Electronic Copy of Related Disclosures, Agreements and Instructions.** In order to speed up the loan application process, with your consent, we will provide you with all loan processing and closing information electronically, rather than by postal mail or in person.

**Your Consent is Required.** You must consent to receiving the related legal disclosures, agreements, and instructions before we can provide them to you electronically. Your consent will only apply to the loan and related products you have selected, the related legal disclosures, agreements, and you will not be consenting to receiving other electronic records or disclosures at this time.

**Paper Copy of Disclosures, Agreements and Instructions.** If you DO NOT want to receive the legal disclosures, agreements and the instructions electronically, you should exit this loan application process. If you consent to receive the disclosures, agreements and instructions electronically, you can also request a paper copy of the related legal disclosures, agreements and instructions. We will not charge you any fees for providing a paper copy of the disclosures, agreements and instructions.

**Withdrawal of Consent for Electronic Delivery.** You may withdraw consent for electronic delivery of our legal disclosures, agreements, instructions, and communications, but doing so will not affect the legal effectiveness, validity or enforceability of electronic records that were made available to you prior to the implementation of your withdrawal of consent for electronic delivery. In the event that you withdraw your consent for electronic delivery, CREDITNOVO will no longer be able to communicate with you electronically. To withdraw consent to electronic delivery, you must either: (i) write to us at CREDITNOVO Customer Service, 1305 North Stuart Place Road, Harlingen, TX 78552; (ii) use a method that may be available to you at the CREDITNOVO website ([www.CreditNovo.com](http://www.CreditNovo.com)); or (iii) contact CREDITNOVO Customer Service at 1-844-GET-NOVO, (1-844-438-6686).

**Updating Your Contact Information.** To provide updated information on how we may contact you electronically, you must either: (i) write to us at CREDITNOVO Customer Service, 1305 North Stuart Place Road, Harlingen, TX 78552; (ii) use a method that may be available to you at the CREDITNOVO website ([www.CreditNovo.com](http://www.CreditNovo.com)); or (iii) contact CREDITNOVO Customer Service at 1-844-GET-NOVO, (1-844-438-6686).

**System Requirements to Access the Information.** To receive an electronic copy of the requested file, you must have the following equipment and software:

- (a) You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- (b) You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a modern web browser such as Microsoft® Internet Explorer or Google® Chrome, and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.
- (c) You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files.

**System Requirements to Retain the Information.** To retain a copy of the requested file, your system must have the ability to either download or print PDF files. You must have a functioning printer connected to your personal computer or other access device, which is able to print the related legal disclosures, agreements, the instructions, communications, and online statements on plain white 8½ x 11 inch paper.

**Agreements and Acknowledgments.** By selecting "I AGREE" on the "ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT (ESIGN)" screen, you represent that: (i) you have read, understand and agree to all of the provisions of this Electronic Records Disclosure and Agreement (the "Agreement"); and (ii) you represent that the Internet access device(s) you will use to receive this Agreement and related legal disclosures, agreements, instructions, communications and online statements meet(s) the system requirements to access information and to retain information as stated in the previous two sections.

**Federal Electronic Disclosure and Consent.** The ESIGN process defines "electronic signature" as any manner of "electronic sound, symbol, or process" associated with a "contract or other record and executed or adopted by a person with the intent to sign the record." By selecting in the box marked "I AGREE" on the "ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT (ESIGN)" screen, you consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the forms and documents required to complete your loan application.

You understand that your electronic signature is legally binding, just as if you had signed a paper document. Your consent to use electronic signatures and documents specifically applies to all materials related to the processing of your request for a loan.

## 20. Consent.

By proceeding with your Provider Application, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE DISCLOSURES CAREFULLY. YOU UNDERSTAND THAT BY SELECTING "SUBMIT", "I AGREE", "I ACCEPT" "SUBMIT" OR "CONTINUE" BUTTONS YOU ACKNOWLEDGE THAT:

- (a) You wish to use the CreditNovo Financing Solution as a source to obtain financing for your customers,
- (b) You have read and agree to the terms and notices contained herein,
- (c) You authorize the retrieval, viewing and dissemination of your business information, credit data and application information as may be necessary; in an effort to successfully complete the Provider Application process and establish a business relationship between you, CreditNovo LLC, a Lender(s) and an authorized Vendor(s) of goods and/or services,
- (d) You consent to electronic communications as described herein, and
- (e) You consent to text messaging and e-mail alerts as described herein.

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## PROVIDER LICENSE AGREEMENT (PLA)

### 1. TERM AND TERMINATION.

**1.1. Term.** The initial term ("**Initial Term**") of the Agreement shall begin on the Effective Date (the "**Effective Date**" is the date when the Provider Application was approved by a Lender) and shall continue for a period of one (1) year, and thereafter shall continue and remain in effect for additional one (1) year terms until terminated as set forth below (the Initial Term and all renewal terms are the "**Term**"). Either party may terminate this Agreement: (i) in accordance with Section 1.2 below, (ii) to be effective at the end of the Initial Term by providing written notice to the other party at least thirty (30) days prior to the end of the Initial Term; or (iii) after the Initial Term, upon sixty (60) days written notice to the other party.

**1.2. Termination.** Either party may immediately terminate this Agreement upon written notice to the other party if: (i) the other party is in default of this Agreement and fails to cure, or begin implementation of a mutually-agreed-upon plan to cure, such default within 10 days of written notice from the other party specifying the nature of such default and requiring its remedy; (ii) the other party petitions for relief under the Federal Bankruptcy Code or any involuntary petition is filed against the other party and is not dismissed within 60 days; (iii) relief under the Federal Bankruptcy Code is granted with respect to the other party as a debtor; (iv) the other party makes a general assignment for the benefit of creditors; or (v) the other party ceases doing business or assigns or attempts to assign any portion of this Agreement to an entity other than as provided in Section 15.4 below.

**2. CREDITNOVO IS NOT A LENDER.** The Website provides a mean for Provider's customers to electronically apply to Lenders who may receive such loan applications through the Website. **CREDITNOVO'S WEBSITE DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO LEND.** CREDITNOVO IS NOT A LENDER, PROVIDER, REPRESENTATIVE OR BROKER OF ANY LENDER OR VENDOR AND DOES NOT ENDORSE, OR CHARGE FOR ANY SERVICE OR PRODUCT. CreditNovo provides the Website and DOES NOT CONTROL, AND IS NOT RESPONSIBLE FOR, THE ACTIONS OR INACTIONS OF ANY LENDER OR VENDOR. Subject to CreditNovo's Privacy Policy (Section 18 of the CreditNovo Terms and Conditions as published on the CreditNovo Website at [www.creditnovo.com](http://www.creditnovo.com)), CreditNovo will transfer Provider application information to network Lenders or other vendors and marketing companies who may DIRECTLY CONTACT PROVIDER TO OBTAIN INFORMATION. If a Lender approves a Provider, loans solicited by or through Provider will be funded directly by such Lender. Loan amounts, interest rates and terms



are determined by the Lender using the credit score(s) of each Loan Applicant. Loan rates and terms are decided solely by the Lender according to its INDIVIDUAL credit criteria and not all applicants will be approved for the highest loan amounts or lowest interest rates. If Provider's customer's loan application is accepted, only the Lender can provide information about the specific loan terms and the annual percentage rate of interest (APR) and the implications for non-payment of the loan.

**2.1 Application Process and Credit Checks.** Lenders may verify Provider or customer information against national databases, including without limitation Equifax, TransUnion and Experian to determine creditworthiness, credit standing and/or credit capacity. Lenders may also obtain credit check information or consumer reports through additional vendors, including without limitation FICO Application Risk Models, Creative Business Decisions, Datax, Teletrack or DP Bureau. Provider agrees to allow any and all participating Lenders to verify your information and check your credit

### **3. SERVICES.**

**3.1. Scope of Services.** CreditNovo controls, markets and supports a lending solutions website to provide loan origination products and services in a retail environment, including any password-protected information, material and applications related thereto, (collectively, the "**Website**") that allows providers of goods and services ("**Providers**") to originate and facilitate loans on behalf of Provider's customers (collectively, with the Website and Software (as defined below) the "**System**"). The System provides credit sources ("**Lender(s)**"); real time accounting and management of loans originated between consumers, Lenders and Providers; a system for funding and management of consumer credit for Lenders; and an electronic consumer financing delivery system. The "**Services**" to be provided by CreditNovo to Provider will be set forth in one or more attachments and expressly made subject to this Agreement, including any amendments thereto (each an "**Attachment**"), describing the specific scope of the Services, the applicable fees and any other terms agreed to by the parties.

**3.2. License.** CreditNovo hereby grants to Provider a limited, non-exclusive, non-transferable license during the Term to access the System and use a copy of the related software ("**Software**") as needed to provide the Services to Providers and Provider's customers in accordance with the terms of this Agreement (the "**License**"). CreditNovo retains all right, title, and interest in and to the System and Services, and Provider has no rights in the System except as provided herein. Provider may not modify, reproduce, publicly display, perform, distribute, create derivative works of, or otherwise use the System for any public or commercial purpose, except as expressly permitted in this Agreement. For the purposes of this Agreement, "Software" shall also include the System's data retrieval, data format, error log, back-up, data compression, encryption and email capabilities that permit Provider to respond to communications from or initiate communication with the System.

**3.3. Subscription.** Provider hereby subscribes to, and CreditNovo agrees to provide access to, the System in accordance with this Agreement so that the Provider may provide its customers with products and services for the Term.

**3.4. Provider Obligations.** Provider will be obligated as follows:

(a) **Designated Employee.** The Provider shall designate one adequately experienced staff person to be CreditNovo's primary contact with respect to matters related to installing the Software and interfacing the Provider with the Website and System, providing the Services, and resolution of disputes related thereto. Such person shall be able to resolve technical and business issues related to the Website, including development and content, appropriate interface and System coding, testing, reviewing output, and debugging reports, and to assist with the generation of the necessary encryption key for secured communications. This designated employee may change from time to time upon written notice to CreditNovo.

(b) **Specifications for System.** Provider will cooperate with CreditNovo to establish specifications for interfacing the Website and System with Provider's computer System and to adapt and install the Software on Provider's computer system (or the hardware as applicable) in accordance with this Agreement.

(c) **Disclosure of Information.** Provider will promptly advise CreditNovo of any information that may be material to CreditNovo's ability to provide the Provider with access to the System and of any error or problem which may affect the integrity of the data used by the System.

(d) **Authorized Users.** Provider shall ensure that such person or entity receives all such disclosures and executes all such documents, as CreditNovo deems necessary or advisable, to comply with applicable legal requirements and with the terms of this Agreement prior to a person or entity being authorized to access the System,

(e) **User Password and Liability.** Provider's employees and permitted representatives may access the Website only with a valid password or any additional form of security that CreditNovo, at its sole discretion, may require ("**Authorized Representatives**"). Provider is solely responsible and liable for the activities of its

Authorized Representatives, including, without limitation, terminated or former Authorized Representatives. If any Authorized Representative is no longer employed or retained by Provider, Provider agrees to take all steps necessary to ensure that such Authorized Representative no longer has access to and use of the Website. Provider will notify CreditNovo immediately when any Authorized Representative ceases to be one of Provider's employees or ceases to be retained by Provider. Provider agrees that all accounts that allow an Authorized Representative access to the Website are for business use only and are not transferable to anyone else, including another Authorized Representative, without CreditNovo's express, written consent, which CreditNovo may withhold at its sole discretion. Provider agrees that CreditNovo may assume that access to the Website by means of a valid password, or other form of security is authorized by Provider for Provider's own business purposes. Provider is solely responsible for any conduct or transactions made on the Website by use of such password or additional form of security.

(f) **Hardware and Software Specifications.** Provider will comply with the hardware and software specifications provided by CreditNovo; provide appropriate internet access; and provide a secure link to Provider's files as is needed for data extraction.

(g) **Testing.** Provider shall have thirty (30) calendar days to test the Software, Website, System, and Services to ensure that there is material compliance with this Agreement ("**Testing Period**"). If Provider determines there is not material compliance during the Testing Period, Provider shall notify CreditNovo in writing with a detailed description of such failure. If CreditNovo receives written, detailed notice of material noncompliance during the Testing Period, CreditNovo will correct the identified deficiencies necessary to achieve material compliance, and a new Testing Period will begin. At the end of any Testing Period, the Services shall be deemed accepted. Provider will provide CreditNovo with suitable logos and other content for inclusion on the Website during the Testing Period.

### **3.5. Terms and Conditions of Use.**

(a) **Installation.** CreditNovo shall install the Software and initiate Provider's access to the System in a reasonable time upon execution of this Agreement. The Provider recognizes that it has significant responsibilities in providing CreditNovo with information or approval necessary for CreditNovo to be able to install the Software and implement this System timely and appropriately. If the Provider fails to cooperate and provide accordingly, the installation and implementation will be delayed.

(b) **Restrictions on Services.** Provider agrees that: (a) it will not make additional copies of the Software without CreditNovo's express written consent, except for backup; (b) it will limit use of and access to the Software and System to such employees and Providers as are required to be involved in the use, operation, or maintenance of the Software and System; (c) it shall not modify the Software or the System; (d) it shall not disassemble, reverse, engineer, or decompile the Software or the System nor otherwise attempt to discover any portion of the source code or trade secrets related to the Software or the System; (e) it will not reproduce the Software or the System without CreditNovo's copyright and proprietary notices; and (f) it will not lend, rent, give, assign, permit a security interest in, provide access to or otherwise transfer the Software or the System, except as expressly permitted by this Agreement.

(c) **Website Content, Monitoring and Use.** CreditNovo, in its sole discretion, will make certain password-protected information, material, and applications on its Website available to Provider. CreditNovo makes reasonable efforts, consistent with its current business practices, to provide current, correct information on the Website. CreditNovo will provide Provider with online communication on the Website that occurs in real time and is not edited, censored, or otherwise controlled by CreditNovo. CreditNovo does not screen materials provided by Providers on the Website. Certain links on the Website will launch internet sites that CreditNovo does not control ("**Linked Internet Sites**"). CreditNovo provides connections to Linked Internet Sites solely as a convenience to Providers but does not endorse or control the Linked Internet Sites or any of the content, products, or services contained or offered on the Linked Internet Sites. CreditNovo reserves the right to monitor materials on the Website and to remove materials that CreditNovo, in its sole discretion, determines to be in violation of this Agreement, applicable laws and regulations, or CreditNovo's policies and procedures. Provider's use, duplication and disclosure of the Website are subject to the terms of this Agreement.

(d) **General Restrictions.** Provider shall not:

(i) Post or transmit any message on or through the Website that is libelous, defamatory, consists of Confidential Information or which discloses personal or private matters concerning any person without their express consent. Provider may not post or transmit any message, data, image or program that is obscene, indecent, pornographic or profane or any other material that could give rise to any civil or criminal liability;

(ii) Post or transmit any message on or through the Website that would violate the property rights of others, including unauthorized copyrighted text, images, program, trade secrets or other confidential or proprietary information, or trademarks or service marks used in an infringing fashion;

(iii) Interfere with the use by others of the Website;

(iv) Post or transmit to the Website any virus, worm, or any other contaminating or destructive program ("**Harmful Provider**"). If Provider can demonstrate to CreditNovo's satisfaction that it has taken all prudent steps to prevent the posting or transmission to the Website of any Harmful Provider, Provider shall not be liable for the inadvertent posting or transmission to the Website of a Harmful Provider;

(v) Disrupt or interfere with the security of, or otherwise abuse, the Website, or any Services, System resources, accounts, servers, or networks connected to or accessible through the Website or linked internet sites;

(vi) Grant access or use of the Website or any information, material, or application on the Website to any contractor, contract or temporary employee, sub supplier or other third party without CreditNovo's prior consent provided in writing or as part of the registration process. CreditNovo may withhold such consent in its sole discretion; or

(vii) Systematically extract, collect, or harvest, through electronic means or otherwise, data or data fields from the System without CreditNovo's express written permission nor will it use any device, software, or routine to interfere or attempt to interfere with the proper working of the System or place a disproportionately large load on CreditNovo's infrastructure.

(e) **Compliance with Notices and Local Law.** Provider agrees to abide by all notices and cautionary statements concerning proper use and interpretations of publications, calculations, credit checks, documents and contracts available on the Website as identified in an Attachment. CreditNovo does not make any representations that the Website is appropriate or available for use outside the United States. Provider is responsible for complying with all local laws, rules and regulations applicable to Provider's location of access.

**3.6. Excusable Delay.** CreditNovo's delay or non-performance of its obligations under this Agreement shall be excused to the extent caused by Provider's failure to perform its obligations under this Agreement. CreditNovo will provide Provider with reasonable notice of such non-performance or delay and will use commercially reasonable efforts to continue to perform. Provider shall continue to pay CreditNovo for Services actually performed by CreditNovo prior to and during any such period.

**3.7. Changes.** CreditNovo may change any aspect of the Website at any time without notice. CreditNovo also may impose limits on certain Website features and services or restrict Provider's or Provider's customers' access to parts of the Website without notice. Changes to the Website and this Agreement shall be effective immediately upon posting on the Website. Use of the Website after a change shall be deemed acceptance of such change. CreditNovo will make good faith effort to identify and notify of significant changes to the Website, but has no obligation to do so.

#### **4. PRICING, PAYMENT, AND TAXES.**

**4.1. Pricing and Taxes.** Provider agrees to pay CreditNovo for Services in accordance with the pricing set forth in each Attachment. Provider shall pay all taxes (including sales, use, excise, value added, goods and services, turnover taxes, business taxes, consumption taxes, gross receipts taxes, withholding taxes, and any other taxes, charges, duties, fees, and levies of a similar nature) levied in connection with the Agreement (whether included on an invoice or identified during an audit), except taxes based upon CreditNovo's net income, corporate franchise, business license, payroll withholding or property taxes on CreditNovo-owned assets.

**4.2. Expenses.** Except as otherwise expressly provided herein or in an applicable Attachment, all costs and expenses incurred related to this Agreement and the Website shall be paid by the party incurring such cost or expense. Provider shall reimburse CreditNovo for all costs incurred by CreditNovo in responding to any government agency inquiry or a third-party subpoena related to Provider's activities or business.

**4.3. Payment.** Payment hereunder is due within 30 days of receipt of invoice (if sent via electronic transmission, Provider's receipt is deemed to be the date of such transmission). If Provider disputes the validity of an invoiced fee, Provider must provide prompt written notice to CreditNovo stating the details of any such dispute. If only a portion on an invoice is in dispute, Provider shall pay all undisputed amount in accordance with the terms of this Section. Acceptance by CreditNovo of any partial payment does not constitute a waiver of the disputed amounts. Any undisputed amounts not paid within 30 days of receipt of invoice shall accrue interest at a rate of one percent per month or the maximum lawful rate, whichever is less.

#### **5. INTELLECTUAL PROPERTY.**

**5.1. Provider Data.** All right, title and interest in Provider-provided data shall remain the property of Provider.

**5.2. CreditNovo Intellectual Property.** The following “**CreditNovo Intellectual Property**” shall be and remain the sole property of CreditNovo: (i) the System, including without limitation computer programs, databases, communication network interconnections and hardware provided by CreditNovo; (ii) all Software (including source code and object code) and related documentation that is commercially licensed by CreditNovo or licensed by CreditNovo from a third party; (iii) all inventions, discoveries, works, materials, products, devices, coding, designs, specifications, processes, applications, or other information or documentation made available on the Website, created or acquired by CreditNovo as a result of interactions between Provider and CreditNovo, or created or acquired by CreditNovo outside the scope of this Agreement or prior to the performance of the Services; and (iv) any patents, trademarks, copyrights, trade secret information or other intellectual property related to (i) through (iii). Provider shall have no title or interest in, or right or claim to, CreditNovo Intellectual Property, or any derivatives thereof or modifications or adaptations thereto, except as specifically granted herein. CreditNovo may reuse any ideas, concepts or know-how developed or acquired during the performance of this Agreement, exclusive of Provider Confidential Information. Nothing in this Agreement shall preclude CreditNovo from acquiring, developing or marketing for itself or others technology performing the same or similar functions as the Services.

**5.3. Use and Cooperation.** Provider agrees that it shall conduct the marketing of and use the Services, Website, and the System in a dignified manner, consistent with and enhancing the general reputation of the Intellectual Property, and in accordance with good trademark practice. All good will arising from the Provider’s use of the Intellectual Property shall inure solely to CreditNovo. Provider agrees that, during and after the term of this Agreement, it will execute such documents as CreditNovo may reasonably requests, from time to time, to insure that all rights in, title to, and interest in the CreditNovo Intellectual Property resides with CreditNovo.

## **6. CONFIDENTIALITY.**

**6.1. Confidential Information.** During the Term, the parties may, either pursuant to the provision of Services or as part of discussions, demonstrations, tests or analyses related to a potential business project between the parties, disclose to one another, or other entities may disclose to a party on the other party’s behalf, certain confidential information (collectively, “**Confidential Information**”), including: (i) with respect to Provider, Provider’s customer data, product designs, business and marketing plans, and product strategies; (ii) with respect to CreditNovo, CreditNovo Intellectual Property, Nonpublic Personal Information (as defined below), pricing information, financial condition, pre-approval criteria, information systems, business operations and strategies, product designs, methods, marketing or business plans, capabilities, specifications, layouts, hardware configurations, flowcharts, presentations, and analysis reports or results from the testing of any products, any names of past or present customers of CreditNovo; (iii) the terms or conditions of this Agreement, which shall be the Confidential Information of both parties; and (iv) any other materials marked or reasonably considered “confidential” or “proprietary.”

**6.2. Obligations.** Each party shall use commercially reasonable efforts to prevent the unauthorized access to or disclosure of the other party’s Confidential Information, including derivative works, modifications, or adaptations. Each party will limit access to the other party’s Confidential Information to its own employees, agents, contractors, and consultants (“**Personnel**”) strictly on a “need to know” basis; provided, however, that such Personnel have executed an agreement with such party containing confidentiality provisions at least as restrictive as those contained herein. Neither party shall use Confidential Information except for the purposes contemplated by this Agreement.

**6.3. Audit.** Each party shall have the right, after ten business days’ written notice, to inspect the other party’s facilities during normal business hours for the purpose of reviewing security policies and procedures and to ensure that the Confidential Information is not being misused or used in an unauthorized manner. Such inspections shall occur no more frequently than once per any twelve-month period during the Term of this Agreement. The results of such inspections, as well as any documentation prepared during the course of thereof, shall be deemed the Confidential Information of both CreditNovo and Provider.

**6.4. Effect of Termination.** Upon expiration or termination of this Agreement and as except otherwise expressly provided in this Section, each party shall promptly destroy all of the other party’s Confidential Information then held and, upon request, certify such destruction in writing. Provider shall retain such information as it is required to retain under applicable state and federal law. The parties agree to destroy Confidential Information in a manner that will make it no longer identifiable by using methods in compliance with Section 216 of the Fair and Accurate Credit Transactions Act of 2003. Upon Provider request and at Provider’s expense, CreditNovo will make available to Provider any data residing in the System as may, in CreditNovo’s reasonable discretion, be necessary for Provider to continue to provide goods and/or services to Provider’s customers.

**6.5. Injunctive Relief.** The unauthorized disclosure of any aspect of Confidential Information is likely to give rise to irreparable injury which may be inadequately compensable in damages. Accordingly, either party may

obtain injunctive relief against the breach or threatened breach of Section 6, in addition to any other legal remedies that may be available, and each party consents to the obtaining of such injunctive relief.

**6.6. Unauthorized Disclosure.** Each party will, as soon as reasonably practical after discovery, report to the other party any unauthorized disclosure or access to the other party's Confidential Information, subject to any reasonable restrictions placed on the timing of such notice by a law enforcement or regulatory agency investigating the incident, and take all reasonable measures to prevent any further unauthorized disclosure or access.

**6.7. Mandated Disclosures.** If a receiving party is required to provide Confidential Information of a disclosing party to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law ("**Mandated Disclosure**"), the receiving party must: (i) unless prohibited by applicable law, provide the disclosing party with prompt written notice and reasonable cooperation if a protective order is sought; (ii) take reasonable steps to limit any such disclosure only to the Confidential Information required to be compliant with the Mandated Disclosure; and (iii) continue to otherwise protect all Confidential Information disclosed in response to such Mandated Disclosure.

**6.8. Exceptions.** Notwithstanding anything in this Agreement to the contrary, Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the party receiving the information; (ii) was in the lawful possession of the party receiving the information prior to the disclosure and had not been obtained either directly or indirectly from the party disclosing the information; (iii) is lawfully disclosed by a third party without restriction on disclosure; or (iv) is independently developed by the party receiving the information without use of, or reference to, Confidential Information of the other party.

(a) **Nonpublic Personal Information.** In the performance of its obligations, CreditNovo may develop or receive certain information regarding consumers who may become customers of Provider, including but not limited to Nonpublic Personal Information (as defined in the Gramm-Leach-Bliley Act and corresponding regulations, as may be amended from time to time). Such consumer information shall be subject to the terms of this Agreement; provided the following disclosures of Nonpublic Personal Information may be made by either party: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by a consumer or to service or process a financial product or service requested or authorized by a consumer; (b) with the consent or at the direction of the consumer; (c) to assist in protecting against or preventing actual or potential fraud or unauthorized transactions; or (d) to comply with federal, state or local laws, rules and other applicable legal requirements; to comply with a properly authorized civil, criminal or regulatory investigation, or subpoena or summons by federal, state or local authorities; or to respond to judicial process or government regulatory authority having jurisdiction over a financial institution for examination, compliance or other purposes as authorized by law.

## **7. WARRANTIES.**

**7.1. Mutual Warranties.** Each party warrants to the other that: (i) it has full power and authority to enter into and perform the Agreement; (ii) the execution and delivery of the Agreement have been duly authorized; (iii) the Agreement does not violate any law, statute, or regulation and does not breach any other agreement or covenant to which it is a party or is bound; (iv) its Confidential Information has been legally obtained; (v) the provision of its Confidential Information to the other does not violate any laws or agreements with third parties; (vi) it will otherwise comply with all applicable laws, rules, and regulations; (vii) enter into and maintain all contracts and licenses necessary for it to perform its obligations under this Agreement; and (viii) it has implemented and will maintain an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any consumer information at issue.

**7.2. Warranty Disclaimers.** CREDITNOVO PROVIDES THE WEBSITE, INCLUDING WITHOUT LIMITATION THE LINKED INTERNET SITES LOCATED THEREON, ON AN "AS-IS" BASIS. EXCEPT AS STATED IN THIS SECTION 7, THERE ARE NO OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE WEBSITE, ACCURACY, COMPLETENESS, OR CURRENTNESS. CREDITNOVO OFFERS NO GUARANTEE, EXPRESSED OR IMPLIED, THAT PROVIDER'S CUSTOMER, UPON COMPLETING AN APPLICATION WITH A LENDER AT THE WEBSITE, WILL RESULT IN SUCH CUSTOMER BEING OFFERED A LOAN PRODUCT WITH SATISFACTORY RATES OR TERMS.

**7.3. Suspension of Performance.** Either party may suspend or discontinue the performance of the Services if, in its reasonable judgment, the performance of the Services would violate any applicable law, rule, or regulation. Such action shall not constitute a default under this Agreement. The parties will use commercially reasonable efforts to implement an alternative method of performing the Services.

## **8. LIMITATION OF LIABILITY.**

**8.1. Indirect Damages.** CREDITNOVO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF INCOME, REVENUE, PROFITS, OR GOODWILL, BUT NOT INCLUDING ANY FEES PAYABLE HEREUNDER), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**8.2. Aggregate Liability.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 8.3 BELOW, CREDITNOVO'S AGGREGATE LIABILITY TO PROVIDER FOR DAMAGES THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT OR USE OF THE SERVICES SHALL BE LIMITED TO THREE TIMES THE AVERAGE MONTHLY FEES PAID BY PROVIDER UNDER THE SCHEDULE(S) TO WHICH SUCH LIABILITY RELATES.

**8.3. Exclusions and Miscellaneous.** The limitations in this Section 8: (i) shall not apply to a party's indemnification obligations set forth in Section 9 or to damages resulting from a party's gross negligence or intentional misconduct; and (ii) shall apply regardless of the legal theory or form under which any action is brought. For purposes of this Agreement, "gross negligence" shall mean the intentional failure to perform a manifest duty in reckless disregard of the consequences. Each party shall have a duty to mitigate damages for which the other party is responsible.

**8.4. DISCLAIMER OF LIABILITY.** CREDITNOVO IS NOT A LENDER. The Website and Services host certain Lthat provide credit to consumers and to certain businesses who provide goods and services to its customers. CreditNovo does not endorse and is not responsible or liable for any content, data, advertising, products, goods or services available or unavailable from, or through, any Lender or any other service provider and is not responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use or reliance on a Lender or a Provider. PROVIDER DEALINGS WITH, OR PARTICIPATION IN THE PROMOTIONS OF ANY LENDER OR ANY OTHER VENDOR, AND ANY OTHER TERMS AND CONDITIONS, REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH SUCH DEALINGS ARE STRICTLY BETWEEN PROVIDER AND ANY LENDER OR VENDOR, AND DO NOT INVOLVE CREDITNOVO. Provider should investigate, consult legal counsel or other perform other due diligence activities as Provider may deem necessary or appropriate before engaging any Lender or Vendor.

## **9. INDEMNIFICATION.**

**9.1. General.** Each party agrees to indemnify and hold the other party, its agents, and its employees harmless from and against any third-party claim, action, or liability (including damages, costs, expenses, and reasonable attorneys' fees) that may arise against the indemnified party as the result of: (i) the indemnifying party's failure to comply with all applicable laws and regulations; and (ii) the misappropriation or misuse of the indemnified party's Confidential Information by the indemnifying party. The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided, however, that the indemnified party shall have the right to participate in any such litigation insofar as it concerns claims against it. That right to participate includes the indemnified party's right to select and retain counsel to represent it at the indemnified party's own expense.

**9.2. Provider Indemnification.** Provider shall indemnify, defend and hold CreditNovo and its employees, officers, directors, and stockholders harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind, (including, without limitation, reasonable attorneys' fees and other legal costs and expenses) as a result of, or in connection with (i) negligent or otherwise tortious acts or omissions of Provider involving any third person, or (ii) any material failure of Provider to properly discharge any of its duties or obligations under this Agreement; or (iii) any failure to otherwise comply with all covenants, conditions, warranties, representations, terms, conditions, and limitations contained in this Agreement.

**9.3. Failure to Notify.** No party shall have any obligation to defend or indemnify the other party pursuant to this Section 9 if the indemnifying party is not notified promptly of the claim and is materially prejudiced thereby. The indemnified party shall cooperate to the extent necessary in the defense of any claim within the scope of these indemnities.

**10. FORCE MAJEURE.** Neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any act of God, act of governmental authority, act of public enemy, terrorism, war (whether or not declared), riot, flood, fire, civil commotion, insurrection, severe weather conditions, computer related failure, partial or full failure of the System or any other cause beyond the reasonable control of the party delayed. The inability to meet financial obligations is expressly excluded.

**11. INDEPENDENT CONTRACTOR AND NON-EXCLUSIVITY.** CreditNovo shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any employment, association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any of Provider's affiliates or subsidiaries, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. At all times during the

Term, both parties may enter into similar agreements with third parties, and this Agreement is not, nor will ever be mutually exclusive of other similar agreements.

**12. NON-COMPETE.** During the term of this Agreement, or within three (3) years after its termination, the Provider, or any current or former Providers or representatives under the control of the Provider, shall not compete with CreditNovo, directly or indirectly, for the Provider or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to CreditNovo's services. Furthermore, during the term of this Agreement, and for a period of five (5) years thereafter, the Provider shall not, directly or indirectly, acting alone or in conjunction with others: (a) request any customers of any business then being conducted by CreditNovo to curtail or cancel their business with CreditNovo; (b) solicit, canvass or accept any business or transaction for any other person, firm or corporation or business, from any past or existing customers of CreditNovo; (c) induce, or attempt to influence, any employee of CreditNovo to terminate employment with CreditNovo or to enter into any employment or other business relationship with any other person (including the Provider), firm or corporation; or (d) act or conduct themselves in any manner which is contrary to the best interests of CreditNovo

**13. NOTICES.** Except for communications made in the normal course of the Services, any notice or other communication required hereunder shall be made in writing and sent to the designated recipient provided below by certified United States mail, return receipt requested, or by a nationwide courier delivery service. Notice that is delivered via facsimile or electronic mail is sufficient to meet the notice requirement, provided it is: (i) confirmed as received by the other party, or (ii) an original copy follows it by mail, as set forth above, in a timely manner. A party may change the name or address of the designated recipient by giving written notice to the other party. Any notice or communication shall be deemed given upon receipt.

**13.1. CreditNovo.** If to CreditNovo, notices or other communications required hereunder shall be sent to the address first set forth above, to the attention of Doak M. Dunkin; and

**13.2. Provider.** If to Provider, notices or other communications required hereunder shall be sent to the address first set forth above, to the attention of Suzie M. Tribble, Office Manager.

**14. ARBITRATION.** The parties agree to attempt to settle any misunderstandings or disputes arising out of this Agreement through consultation and negotiation in good faith and the spirit of mutual cooperation. However, if those attempts fail, the parties agree that any misunderstanding or disputes arising from this Agreement shall be decided by binding arbitration, which shall be conducted, upon request of either party, before three (3) arbitrators (unless both parties agree upon one arbitrator) designated by the American Arbitration Association. The parties further agree that the arbitrators will decide which party must bear the expenses of the arbitration proceedings. Notwithstanding the forgoing, the parties reserve the right to pursue equitable remedies, including, but not limited to, specific performance and injunctive relief, as needed in a court of competent jurisdiction.

**15. MISCELLANEOUS.**

**15.1. Applicable Law and Venue.** The Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party hereby consents to the exclusive jurisdiction of the courts located in Travis County in the State of Texas in the event of a dispute arising out of or under this Agreement. Each party hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

**15.2. Modification, Severance, and Waiver.** The Agreement may only be amended in writing. If any one or more of the provisions of the Agreement or an Attachment shall for any reason be held to be invalid or unenforceable, the same shall not affect any of the other portions thereof. Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right.

**15.3. Representation by Counsel.** The parties acknowledge that (i) they have had the opportunity to consult counsel in regard to this Agreement; (ii) they have read and understand the Agreement and are fully aware of its legal effect; and (iii) they are entering into this Agreement freely and voluntarily, and based on each party's own judgment.

**15.4. Assignment.** Neither party may assign its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be required for assignment by CreditNovo to an Affiliate, provided that the assigning party shall remain fully liable for performance hereunder, unless the parties agree otherwise in writing. For the purposes of this Agreement, "**Affiliate**" means any person or business entity who directly controls, is controlled by, or is under common control with another person or business entity (for purposes of this definition, "control," "controlled



by," or "under common control with" means possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person or business entity, whether through ownership of voting securities or otherwise).

**15.5. No Third-Party Beneficiaries.** No provision of this Agreement, express or implied, is intended to confer rights or other benefits to any third party.

**15.6. Approvals and Further Assurances.** Any approval or consent requested of either party shall not be unreasonably withheld, delayed, or conditioned, unless specifically stated to the contrary in this Agreement or any Attachment to this Agreement. Subsequent to the execution and delivery of the Agreement, and without any additional consideration, each party shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

**15.7. Survival of Terms.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including all provisions with respect to payment of accrued amounts, intellectual property and transition, confidentiality, limitation of liability, and indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.

**15.8. Headings, Good Faith, and Counterparts.** The descriptive headings of the sections of this Agreement are for convenience only and do not constitute a part of this Agreement. With respect to all of their respective dealings under this Agreement, each party will act fairly and in good faith. This Agreement, and any Attachment or amendment, may be executed in any number of counterparts, including via the exchange of .pdf or facsimile copies or by the use of a mutually agreeable electronic signature authentication program, each of which may be executed by less than all of the parties hereto and shall be enforceable with respect to the parties actually executing such counterparts.

**15.9. Interpretation.** The words "include", "includes", "including", and "e.g.", when following a general statement or term, are not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its scope. Where appropriate, the plural includes the singular and the singular includes the plural. The parties have each been represented by counsel in connection with the negotiation of this Agreement. The fact that any provision hereof may have been drafted by counsel for a given party shall not be taken into consideration in interpreting such provision.

**15.10. Entire Agreement.** The Agreement, together with the Attachments, constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes any and all written or oral prior agreements and understandings between the parties. No terms or conditions of either party's invoice, purchase order or other administrative document (unless signed by authorized representatives of both parties and expressly referencing that it amends this Agreement) will be effective as a modification of the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

## **PROVIDER LICENSE AGREEMENT (PLA) ACCESS AND SERVICE NOTICE**

- 1. GENERAL.** This Attachment A is effective as of the last date of execution by and between the parties. Capitalized terms not defined in this Attachment shall have the meanings given them in the Agreement.
- 2. SERVICES.** CreditNovo will provide Provider with access and monthly service to the System ("Services"), subject to the terms and conditions of this Attachment and the Agreement.
  - 2.1. Basic Service.** CreditNovo will provide to Provider the following services included in the Services described herein: credit bureau scoring, loan calculations, credit decisioning tool and documentation, Patriot Act review, Identity Theft Red Flag Rule review, Office of Foreign Assets Control review, automatic loan matrix, custom lending algorithms, electronic retail installment contract, electronic signature capability, electronic funds transfer direct to Provider account, and all legally required electronic loan documentation.
  - 2.2. Available Insurance Products.** CreditNovo will make available to Provider the following credit insurance products: credit life, disability and unemployment.
  - 2.3. Basic Advertising and Promotional Assistance.** CreditNovo will provide to Provider a marketing package, including rack cards, display racks and PIN record appointment cards.
  - 2.4. Hardware.** CreditNovo will provide one (1) computer per location.
  - 2.5. Training.** CreditNovo will provide Provider's designated employees with up to twenty (20) hours per calendar year of training in accessing the System and using the Software and Website, including password setup,

log-on and secure URL, dynamic link to Provider's website, site navigation and process, system operation, sales and marketing and compliance. Such initial training shall take place at a time and location mutually agreeable to Provider and to CreditNovo. CreditNovo may, in its sole discretion, provide Provider with instructional documentation on System use in electronic or tangible form.

2.6. Maintenance and Technical Support. CreditNovo will provide the Provider with contact information for technical support via email or telephone during regular business hours.

**3. DISCLOSURES, NOTICES AND PERMISSIONS.** BY SELECTING THE "SUBMIT" BUTTON TO SUBMIT THIS ATTACHMENT AND ANY APPLICATION SUBMITTED VIA THE WEBSITE, PROVIDER ACKNOWLEDGES AND CONSENTS TO THE FOLLOWING:

3.1. The offering of CreditNovo Services by Provider to Provider's customers;

3.2. Provider has read the terms outlined herein, in the Agreement and all Terms and Conditions found on the Website;

3.3. Authorization of the retrieval, viewing and dissemination of application information by CreditNovo as necessary to complete the application process;

3.4. Receipt of electronic communications in connection with any transaction subject to the Electronic Signatures in Global and National Commerce Act and application of such Act to the fullest extent possible to validate the ability to conduct business by electronic means;

3.5. Authorization of the receipt of autodialed and prerecorded message calls, text messages or push notification alerts regarding the Services, any optional services Provider has elected to receive, or telemarketing and advertising from CreditNovo or third party service providers acting on CreditNovo's behalf, at any mobile telephone number Provider provides to CreditNovo; and

3.6. Authorization of the receipt of emails regarding the Services, use information, special offers, promotions or updates regarding the Services and any optional services Provider has elected to receive from CreditNovo or third party service providers acting on CreditNovo's behalf, at any email address Provider provides to CreditNovo.

3.7. Receipt of marketing messages as described herein is not a condition of this Attachment or the Agreement. Provider may stop such messages at any time by texting "STOP" as a reply to any text message.

**4. FEES.** Provider shall pay fees as set forth herein:

4.1. Set Up Fee. A one-time Set Up Fee of \$495.00 is required to install and test the CreditNovo system. CreditNovo shall invoice and Provider shall remit \$495.00 PER LOCATION Set Up Fee to be paid in advance. Such fee is non-refundable. **NOTE: THIS FEE IS EXPRESSLY WAIVED FOR BETA PROVIDERS (PROVIDERS WHO ENLISTED WITH CREDITNOVO BEFORE DECEMBER 30, 2017).**

4.2. Access Fee. Beginning one (1) year from the Attachment Effective Date, CreditNovo shall invoice and Provider shall remit a \$30.00 per location monthly fee to be paid in advance for access to CreditNovo's application service provider ("**ASP**"). Such fee is non-refundable. **NOTE: THIS FEE IS EXPRESSLY WAIVED FOR BETA PROVIDERS (PROVIDERS WHO ENLISTED WITH CREDITNOVO BEFORE DECEMBER 30, 2017).**

4.3. Hardware Fees. Provider shall remit a fee of \$300.00 per unit for any computer issued pursuant to Section 2.4 herein or for any computer issued in addition to those issued pursuant to Section 2.4 herein. **NOTE: THIS FEE IS EXPRESSLY WAIVED FOR BETA PROVIDERS (PROVIDERS WHO ENLISTED WITH CREDITNOVO BEFORE DECEMBER 30, 2017).**

4.4. Hardware Replacement Fees. Provider shall remit a fee of \$300.00 per unit for any replacement computer LOST, STOLEN OR DAMAGED originally issued pursuant to Section 2.4 herein, or for any computer issued IN ADDITION to those issued pursuant to Section 2.4 herein.

4.5. Training Fees. CreditNovo shall invoice and Provider shall remit a fee of \$125.00 per hour for any training requested by Provider IN EXCESS OF THE INITIAL TRAINING HOURS PROVIDED at no charge pursuant to Section 2.5 herein. **NOTE: THIS FEE IS EXPRESSLY WAIVED FOR BETA PROVIDERS (PROVIDERS WHO ENLISTED WITH CREDITNOVO BEFORE DECEMBER 30, 2017).**

4.6. Maintenance and Technical Support Fees. CreditNovo shall invoice and Provider shall remit a fee of \$125.00 per hour plus expenses for any maintenance or technical support requested by Provider outside of business hours or onsite at a Provider location.

4.7. Lender Fees. CreditNovo loan application system is tiered to provide a borrower with multiple opportunities for lending. CreditNovo refers to these Lender tiers as "Primary", "Secondary" and "Tertiary", which correspond favorably to the common terms Prime, Near-Prime and Sub-Prime lending. If an application is

accepted by a Lender in a given tier, to fund the loan certain fees shall be charged by that Lender to the Provider and deducted from the Provider's loan proceeds at funding. The following Lender fees shall apply:

(a) **Primary Lender Provider Processing Fee.** Provider shall remit a fee in accordance with the Provider's separate agreement with the Primary Lender. This fee may vary by Lender. The fee amount shall be stated in the separate agreement between the Provider and the Primary Lender. This fee shall be assessed on all completed Primary Lender-funded loans. Primary Lender shall deduct this fee from Provider's net loan proceeds at funding. This fee is non-refundable.

(b) **Secondary Lender Provider Discount Fee.** Provider shall remit a fee in accordance with the Provider's separate agreement with the Secondary Lender. This fee may vary by Lender. The fee amount shall be stated in the separate agreement between the Provider and the Secondary Lender. This fee shall be assessed on all completed Secondary Lender-funded loans. Secondary Lender shall deduct this fee from Provider's net loan proceeds at funding. This fee is non-refundable.

**5. PAYMENT INFORMATION AND AUTHORIZATION.** Provider shall pay fees set forth herein, subject to the payment provisions in the Agreement. Provider agrees to execute all documents required to authorize CreditNovo access to a credit card account or a bank account (via electronic funds transfer) designated by Provider for the purpose of remitting fees to CreditNovo. This authorization shall remain in effect for the Term of the Agreement. A Service Charge of \$15 per item will be assessed on each occurrence of insufficient funds, authorization decline or any instance where CreditNovo's request for funds is denied. Any bank fees associated with collection will be subject to charge-back to the Provider.

**6. EXCLUSIONS.** Additional requirements or services not specifically provided for herein are excluded from this Attachment and are considered outside the scope of the Services being provided pursuant to the Attachment. Provider may request additional services, including future Website, System or Software development, custom monthly reports, additional marketing supplies, consulting, advertising and media planning and other materials, from CreditNovo. Such additional services shall be priced upon request.

#### **PROVIDER LICENSE AGREEMENT (PLA) COPYRIGHT AND TRADEMARK CONDITIONS NOTICE**

CREDITNOVO reserves the right to terminate your access to the Services in the event you infringe on any copyright or trademark rights of CREDITNOVO or any Third-Party. CREDITNOVO also reserves the right to remove any User Comments or any other material posted by a User that is alleged to infringe the copyrights or trademarks of others. If you believe that any material posted to any of the Services constitutes copyright or trademark infringement, you should provide the following information to CREDITNOVO at the address provided below:

(a) The signature of the person authorized to act on behalf of the owner of the copyright that is allegedly being infringed;

(b) A description of the copyright-protected work that is allegedly being infringed;

(c) The location of such material in the Services;

(d) Your address, telephone number, and email address;

(e) A written statement by you stating your good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner or applicable law; and

(f) A written statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf.

CREDITNOVO LLC  
1305 N. Stuart Place Road  
Harlingen, TX 78552  
United States Email: info@CreditNovo.com

By submitting such notice, you agree that CREDITNOVO may provide the information provided by you to the person who posted the allegedly infringing material. In the event that any material that you posted to any of the Services is removed by CREDITNOVO, you may send to CREDITNOVO at the address provided above a counter-notice containing the information required by 17 USC § 512(g)(3), which CREDITNOVO will forward to the party who alleged the infringement. In the event that the party who alleged the infringement does not file any action seeking a court order to restrain you from engaging in the infringing activity within ten (10) business days of receiving the counter-notice, CREDITNOVO may, in its sole discretion, reinstate the removed material.

**Trademarks.** "CreditNovo", "CreditNovo.com", "Financing Solutions", the ball and "c" Design, and other related designs, graphics, logos, page headers, button icons, scripts, and service names that we provide in connection with your use of

the Service are trademarks, registered trademarks, or trade dress of CreditNovo.com, or its Affiliates in the U.S. and/or other countries (collectively, "**Trademarks**"). You may use the Trademarks only as expressly permitted herein. All other trademarks not owned by us that appear on the CreditNovo Website, Provider's Websites or Associated websites in connection with the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

**Use of Trademarks.** Subject to the terms of this Agreement and provided your Provider Account is in good-standing, we grant you a non-exclusive, non-transferable, non-assignable, non-sublicenseable, revocable license to use the Trademarks on your websites, solely in connection with the Service and solely in accordance with our trademark guidelines and such other documentation as we may make available from time to time; provided the names of those domains and subdomains do not contain any of our Trademarks or any other trademark of CreditNovo or its Affiliates, or any confusingly similar trademark ("**Trademark License**"). We may add, substitute, or remove Trademarks from time to time, and you agree that you will add, substitute, or remove any Trademarks, as we reasonably request, as promptly as reasonably possible. You acknowledge that we and our Affiliates are the sole owners of the Trademarks, and you agree to do nothing inconsistent with that ownership. Your use of the Trademarks and all goodwill arising out of your use of the Trademarks will inure to the sole benefit of us and our Affiliates, and will not create for you any right, title, or interest in the Trademarks. You may not use the Trademarks in connection with any product or service other than the Service, or in any manner that is likely to (a) cause consumer confusion, (b) dilute the value of any Trademark, (c) impair our ownership or rights in the Trademarks, or (d) disparage or discredit us or our Affiliates. You may not modify or alter any Trademark, nor shall you combine any Trademark with any other trademark, word, symbol, letter, or design. You may not use any of our Trademarks or any other trademark of CreditNovo or its Affiliates, or any confusingly similar trademark, in the name of any domain name or subdomain. You must use or display the Trademarks in a manner consistent with the level of quality historically associated with our Trademarks, and you must undertake any steps as we may reasonably request to assist us in monitoring the quality of any of your products or services for which the Trademarks are used. We have the right to monitor your use of the Trademarks and the right to take all action we deem necessary to ensure that the products or services for which you use the Trademarks are not diluting the value of any Trademark. We may revoke this Trademark License at any time in our sole discretion. We and our Affiliates may use your name, logo, service name, or trademarks as designated by you solely as necessary to provide the Service in accordance with our Specifications and other Policies (including without limitation in co-branded web pages used to process orders). We and our Affiliates may use your name or logo on any platform to identify you as a participating merchant.

### **Trademarks**

CREDITNOVO has rights in the registered trademarks, CREDITNOVO and the CREDITNOVO Logo (shown below), as well as other registered and unregistered trademarks.



You may use CREDITNOVO trademarks, in text, to refer fairly and accurately to CREDITNOVO, its products and its services, subject to the guidelines below.

The CREDITNOVO Logo is reserved for use by CREDITNOVO and those CREDITNOVO partners and licensees that have a written agreement with CREDITNOVO that specifically authorizes logo use. No other use of CREDITNOVO logos is permitted.

You may not use CREDITNOVO trademarks in a manner likely to mislead consumers as to your relationship with CREDITNOVO, as to CREDITNOVO's sponsorship or endorsement of your company, products or services, or as to the origin of your products or services. Any use of CREDITNOVO trademarks that is likely to confuse or mislead the public is unlawful and expressly prohibited.

Trademark Use by Authorized CREDITNOVO Partners and Licensees

If you have an existing relationship with CREDITNOVO, please adhere to the specific trademark use guidelines and terms provided in your written agreement.

If your existing agreement with CREDITNOVO authorizes you to display CREDITNOVO trademarks, but does not contain specific trademark use guidelines, please follow the trademark use guidelines on this page.

If you have questions you should contact your account representative or other CREDITNOVO business contact.

### **CREDITNOVO General Trademark Guidelines**

The following general trademark guidelines are intended for use by companies who are authorized users of CREDITNOVO's trademarks, including for example CREDITNOVO's partners, licensees, alliances and authorized resellers under contract with CREDITNOVO.

- CREDITNOVO does not use or require the use of trademark symbols, legends or acknowledgements with CREDITNOVO trademarks, unless otherwise agreed in writing.
- CREDITNOVO trademarks should be presented as adjectives modifying generic nouns; for example: CREDITNOVO computers, CREDITNOVO support services, LASERJET printers.
- Do not use variations, plural or possessive forms of CREDITNOVO trademarks.
- Do not use CREDITNOVO trademarks in a manner likely to mislead or confuse the public as to the origin of any goods or services, or as to sponsorship or endorsement by CREDITNOVO.
- Do not use CREDITNOVO trademarks to make false statements about CREDITNOVO or its products or services.
- Do not incorporate CREDITNOVO trademarks in your trade names, business names, product names, service names, social media user names, or domain names.
- Do not adopt or imitate CREDITNOVO's distinctive product designs, product packaging, trade dress, advertising materials, slogans, taglines or website layouts.
- When referring to CREDITNOVO in formal documentation (i.e., annual reports, financial reports) the full name CREDITNOVO Inc. is preferred. In other contexts, CREDITNOVO is preferred.

### **Additional Guidelines for Authorized Users of the CREDITNOVO Logo**

IMPORTANT: THIS DOCUMENT DOES NOT AUTHORIZE LOGO USE. IN ORDER TO DISPLAY THE CREDITNOVO LOGO, A SEPARATE, WRITTEN AGREEMENT WITH CREDITNOVO IS REQUIRED AND THE AGREEMENT MUST SPECIFICALLY AUTHORIZE LOGO USE. SUCH AGREEMENTS ARE ONLY MADE AVAILABLE TO SELECT PARTNERS AND LICENSEES.

The CREDITNOVO Logo should not be altered in any way.

Do not:

- Use the CREDITNOVO Logo other than in accordance with express, written authorization from CREDITNOVO;
- Place the logo on a complicated or patterned background;
- Apply reflections or gradients to the logo;
- Treat the logo as a dimensional object;
- Alter the shape of the logo;
- Skew or rotate the logo;
- Add a keyline to the logo;
- Separate the CREDITNOVO letter forms from the circle element of the logo;
- Apply color to the CREDITNOVO letter forms within the logo;
- Outline the logo;
- Change the colors of the logo;
- Animate the logo;
- Place type/text within the logo or its clear space; or
- Place an image within the logo.

THESE GUIDELINES MAY BE REVISED FROM TIME TO TIME WITHOUT NOTICE. IT IS THE RESPONSIBILITY OF CREDITNOVO'S PARTNERS, LICENSEES, ALLIANCES AND AUTHORIZED RESELLERS TO REGULARLY CHECK THIS PAGE AS

WELL AS CHECK WITH THEIR APPROPRIATE CREDITNOVO BUSINESS CONTACTS TO ENSURE CONTINUED COMPLIANCE WITH CREDITNOVO'S TRADEMARK USE GUIDELINES.