

# CREDITNOVO LLC USER TERMS AND CONDITIONS

Version 3.3 / Effective January 31, 2017

## 1. General Agreement.

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 "I AGREE" BUTTON.

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, AND YOUR AGREEMENT BELOW MEANS YOU HAVE ACCEPTED ALL TERMS AND CONDITIONS CONTAINED HEREIN.

## 2. What This Agreement Covers.

These Terms and Conditions (the "Agreement") are entered into between you and CREDITNOVO LLC ("CREDITNOVO") and govern your access to and use of the CREDITNOVO Website (the "Website"). The terms "User" and "you" refer to you, and the terms "CREDITNOVO" or "us" refer to CREDITNOVO. You must accept these Terms and Conditions before you can use any of the CREDITNOVO Website services (the "Services"). In addition to these Terms and Conditions:

- (a) Any CREDITNOVO Referral Partner must also enter into a separate Referral Partner agreement, and
- (b) Any CREDITNOVO participating Service Provider must enter into a separate Service Provider agreement.

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.

## 3. Description of Services.

CREDITNOVO IS NOT A LENDER. The CREDITNOVO Website and the processes contained therein ("Services"), hosts certain financial institutions ("Lenders" and "Participating Lenders") that provide installment loans to consumers and to certain businesses ("Service Providers") 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 or other Service Providers 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 Service Provider. Your dealings with, or participation in the promotions of any Lender or Service Provider, and any other terms and conditions, representations and warranties associated with such dealings are strictly between you and the Lender or Service Provider, and do not involve CREDITNOVO. You should make whatever investigation or other activities you deem necessary or appropriate before engaging any of the Lenders or Service Providers.

## 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 Service Providers, but CREDITNOVO has a valid license, including the right to sublicense, from such Third-Party Service Providers. 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 Service Providers 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 Notice.**

**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., the CREDITNOVO Terms and Conditions and the 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 the following information electronically, rather than by postal mail or in person:

- a. A loan application and all related disclosures required by applicable federal and state law for the loan you have selected; said documents being sent electronically to your designated e-mail address in downloadable and printable form; and
- b. Information and instructions about any additional services that you select during the application process.

**8.6 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.

**8.7 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.

**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 an Internet web browser with ability to display images and displaying images must be enabled. If you cannot display an image, CreditNovo will provide an error message to let you know that your browser is set to disable images. Enabling display of images will remove the error message and you will be able to move forward in CreditNovo. Your ability to move forward in CreditNovo confirms your ability to receive and access the disclosures within CreditNovo.

**8.11 System Requirements to Retain the Information.** To retain a copy of the requested file, your system must have the ability to display or print images. 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. Your file can be accessed for a period of one year from the date you submitted your application.

**8.12 Agreements and Acknowledgments.** By selecting "I AGREE" on the "ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT (ESIGN)", 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 "I AGREE" on the "ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT (ESIGN)", 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 Borrowers.**

**13.1 CreditNovo LLC Is Not a 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.

If a Lender approves you, your 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 loan application is accepted, only the Lender can provide information about the specific loan terms and APR and the implications for non-payment of your loan. In addition to the detailed loan documentation electronically provided to you through the CREDITNOVO Website, you may request the Lender to provide additional information concerning their current lending rates, additional charges and their policies concerning non-payment.

If your loan 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 (which may negatively affect credit score)  
or
- (d) May offer to renew, extend or refinance the loan which may cause you to incur additional fees, charges and interest.

When evaluating a loan application, Lenders may verify your 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 your application and information on the CREDITNOVO website, you agree 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, or charge you for any service or product. The CreditNovo Website is simply a means for consumers to make application for credit through a Service Provider with Participating Lenders. These Lenders may not necessarily offer the highest loan amounts, lowest interest rates or best terms. You are under no obligation to use the CreditNovo Website to initiate contact, nor apply for credit or any loan product with any Service Provider or 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.

## **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 proceeding with this application, 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 January 1, 2017, this privacy statement 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:

- (a) Contact Information such as name, email address, mailing address, phone number,
- (b) Billing Information such as credit card number, and billing address,
- (c) Financial Information such as bank or brokerage account numbers, types of investments,
- (d) Social Security Number,
- (e) Driver's License Number,
- (f) Unique Identifiers such as user name, account number, password,
- (g) Preferences Information you provide such as product or content interests, or communication or marketing preferences,
- (h) Usage activity about how you interact with us such as purchase history, what content you viewed, and which areas of our site you visited,
- (i) 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:

- (a) Fulfill your order,
- (b) Send you an order confirmation,

- (c) Assess your needs to determine suitable products or services,
- (d) Send you requested product or service information,
- (e) Send product updates or warranty information,
- (f) Respond to customer service requests,
- (g) Administer your account,
- (h) Send you a newsletter,
- (i) Send you marketing communications,
- (j) Improve our Website and marketing efforts,
- (k) Conduct research and analysis,
- (l) Provide the financial services you requested,
- (m) 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 a 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. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out by selecting here (Please note this does not opt you out of being served advertising. You will continue to receive generic ads): <http://preferences.truste.com>

**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 Personal 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 you apply 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 effect 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 proceeding with your credit application, 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 "APPLY FOR CREDIT" 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 proceeding with your credit application, 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 I 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 the following information electronically, rather than by postal mail or in person:

- (a) A loan application and all related disclosures required by applicable federal and state law for the loan you have selected; said documents being sent electronically to your designated e-mail address in downloadable and printable form; and
- (b) Information and instructions about any additional services that you select during the application process.

**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 an Internet web browser with ability to display images and displaying images must be enabled. If you cannot display an image, CreditNovo will provide an error message to let you know that your browser is set to disable images. Enabling display of images will remove the error message and you will be able to move forward in CreditNovo. Your ability to move forward in CreditNovo confirms your ability to receive and access the disclosures within CreditNovo.

**System Requirements to Retain the Information.** To retain a copy of the requested file, your system must have the ability to display or print images. 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. Your file can be accessed for a period of one year from the date you submitted your application.

**Agreements and Acknowledgments.** By selecting "I AGREE" on the "ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT (ESIGN)", 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 "I AGREE" on the "ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT (ESIGN)", 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 credit application, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE DISCLOSURES CAREFULLY. YOU UNDERSTAND THAT BY SELECTING "I AGREE", "APPLY FOR CREDIT", "I ACCEPT", "SUBMIT" OR "CONTINUE" BUTTONS YOU ACKNOWLEDGE THAT:

- (a) You wish to apply for credit,
- (b) You have read and agree to the terms and notices outlined herein,
- (c) You authorize the Provider and/or their staff to assist you in completing the electronic loan application process known as Financing Solutions,
- (d) You authorize the retrieval, viewing and dissemination of your credit data, credit score(s) and application information as may be necessary; in an effort to successfully complete your credit application process and establish a credit relationship between you, a Lender and a Service Provider of goods and/or services,
- (e) You consent to electronic communications as described herein, and
- (f) You consent to text messaging and e-mail alerts as described herein.

Borrower Name: \_\_\_\_\_ eSignature: \_\_\_\_\_ Date: \_\_\_\_\_