

# Terms of Use

## 1. APPLICATION OF THESE TERMS OF USE.

Your access to and use of the SUCCESS Lending, LLC ("SUCCESS Lending" or "Company") website and the information, documents, tools and/or other material made available through this website, are subject to the terms and conditions of use set forth herein (this "Agreement"). By accessing, browsing, interacting with, or otherwise using the SUCCESS Lending website (individually, collectively, and interchangeably referred to as our "Websites" or "Website") through any means, or by making use of any mobile applications accessible or downloadable through the Websites and/or through any third-party mobile application marketplace (the "Applications", "App", or "Apps"), or by using the goods, facilities or services offered in or through the Websites through any method (including, without limitation, by telephone, mail, text, email or facsimile), you accept and agree to be bound by this Agreement. For purposes of this Agreement, (i) the terms "Website" and "Websites" include the Apps; and, (ii) "you" or "your" means the person accessing the Website, and includes any persons that allow others to provide information about themselves to SUCCESS Lending.

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (please see Sections 15 and 9, respectively). These provisions form an essential basis of our bargain.

By proceeding and using or interacting with the Websites, you acknowledge and agree that (i) you are at least 18 years of age; (ii) you reside in the United States and the District of Columbia in jurisdictions where SUCCESS Lending is licensed to provide mortgage related services; and (iii) you have read, understand, and agree to be bound by this Agreement.

SUCCESS Lending reserves the right, at any time, and without prior notice, to change or discontinue any aspect or feature of the Websites and the right to modify the terms and conditions applicable to users of the Websites, including this Agreement, or any part hereof. Such changes, modification, additions, or deletions shall be effective immediately upon posting on the Websites. Your use of the Websites or the goods, facilities, information, or services offered in or through the Websites shall be deemed to constitute acceptance of such changes.

## 2. PRIVACY POLICY

SUCCESS Lending's Privacy Policy, which you may read [here](#), is hereby incorporated by reference into this Agreement, and explains the policy applicable to the information that is collected through the Websites or received directly from you.

## 3. RESTRICTIONS ON USE

You may only use the Websites for the purposes expressly permitted in this Agreement. You agree that you will not use or attempt to use the Websites for any purpose other than conducting mortgage banking related business with us as our bona fide client, prospective client, or business partner.

You warrant and agree that you will not use the Websites for any purpose that is unlawful or prohibited by federal, state or local law. Without limiting the generality of the foregoing, you may not use or attempt to use the Websites or any part of the Websites for any purpose:

- that interferes with or induces a breach of the contractual relationships between SUCCESS Lending employees and SUCCESS Lending;
- that is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited Email, unsolicited commercial communications;
- that transmits any harmful or disabling computer codes or viruses; that harvests Email addresses from this site;
- that transmits unsolicited Email to this site or to anyone whose Email address included the domain name under on the Websites;
- that interferes with SUCCESS Lending's network services; that attempts to gain unauthorized access to SUCCESS Lending's network services; that suggests an express or implied affiliation relationship with SUCCESS Lending without express, authorized written permission from the Company;
- that impairs or limits SUCCESS Lending's ability to operate the Websites or any other person's ability to access and use the Websites;
- that uses any methods, means or devices to click on to the Websites or cause a visit to the Websites for the purpose of manipulating the results of any Internet search engine; that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- that harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- that transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- that harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
- that dilutes, devalues, defames, or depreciates SUCCESS Lending's name and reputation;
- that transmits or uploads any content or images that infringe upon any third party's intellectual property rights or infringe upon any third party's right of privacy; or
- that unlawfully transmits or uploads any confidential, proprietary or trade secret information.

#### **4. INTELLECTUAL PROPERTY**

Trademarks, service marks, logos, emblems, slogans, designs and copyrighted works appearing on the Websites are the property of SUCCESS Lending or the party that provided

them to SUCCESS Lending. SUCCESS Lending and those third parties retain all rights associated with any of the respective trademarks, service marks, logos, emblems, slogans, designs and copyrighted works appearing on the Websites.

All content, web pages, source code, calculations, products, materials, data, information, text, screens, photos, video, music and sound, functionality, services, design, layout, screen interfaces, "look and feel", design, functionality, and the operation of the Websites (collectively "Content") is the proprietary information of SUCCESS Lending or the party that provided or licensed the Content to SUCCESS Lending, and is protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks. All rights associated with the Content are owned by SUCCESS Lending, our licensors, or our content providers. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of Content will be permitted without our express, authorized written permission and/or the express, authorized written permission of the copyright owner.

The availability of any Content through the Websites shall under no circumstances constitute a transfer of any copyrights, trademarks, or other intellectual property rights. You do not acquire any license or ownership rights by downloading or viewing any Content or by any other means. You will not in any way copy, reproduce, publish, create derivative works from, perform, upload, post, distribute, transfer, transmit, modify, adapt, reverse engineer, frame in any Web page, or alter the appearance of any Content.

All submissions to us containing any comments, improvements, suggestions, and ideas regarding the Websites will become and remain our exclusive property, including any rights or future rights associated with such submissions, even if the provisions of this Agreement are later modified or terminated. This means that you forever disclaim any proprietary rights or any other rights or claims in such submissions. You acknowledge and agree that we have the unrestricted, unencumbered right to use, publish, and commercially exploit, identical, similar, or derivative ideas originating from your submission, in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. Notwithstanding the foregoing, you remain solely responsible for the content of your submissions, and you acknowledge and agree that neither SUCCESS Lending nor any third party affiliate of SUCCESS Lending will assume any liability related to any action or inaction by SUCCESS Lending or such third party with respect to your submissions.

All testimonials submitted to us will also become and remain our exclusive property, even if the provisions of this Agreement are later modified or terminated. This means that you irrevocably grant to us the unrestricted right(now and in the future, without notice, compensation or other obligation to you or any other person) to use your statement, image, likeness, as they may be used, in any medium, in connection with an advertisement or for any other publicity purpose. You further agree that we may use any percentage or part of your testimonial, image, likeness and/or works, in any way that we see fit, and may exclude your name or use a fictional name or other identifier at our sole discretion.

## **5. LINKS TO THIRD PARTY WEBSITES**

The Websites may contain links to websites maintained by third parties that are not related to SUCCESS Lending. Such links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, products or services available on such websites, and we do not endorse, approve, sponsor or control any such websites' contents, or its sponsoring organization. When you leave the Websites for another website, please note that we are not responsible for the accuracy or content of the information provided by that website, nor are we liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

We do not permit third-party advertising on the Websites without express written permission from the Company. You will not create links from any website or Web page to the Websites or any Web page therein without our prior written permission.

## **6. USE OF TECHNOLOGY**

SUCCESS Lending may request your permission, through a separate consent process, to contact you via phone, whether by live agent or artificial or prerecorded voice, SMS text to your residential or cellular number, whether dialed manually or by auto dialer, or by email, and to send communications about a loan inquiry in electronic form through these media.

### **6.1 Email Policy**

#### **Email in General**

Our communications to you in email may not accurately represent the entire or final disposition of a matter or constitute our official business, due to brevity or informality. Email is one medium through which information may be exchanged, as when an email message responds to a voice mail. Accordingly, email, by itself, may not accurately reflect the complete communication or our intent as to the subject matter referred to within the communication, nor constitute an official business record of SUCCESS Lending. Any official content present in an email communication is qualified in its entirety by any signed writings, which shall govern such content according to their provisions. Also, unless explicitly permitted in a signed writing or necessary by law, the mere receipt of an email by us may not put us on notice, timely or otherwise, of the matters contained within that email.

#### **Confidential Information**

The emails we send are confidential (and all attachments to such emails are confidential) and are to be reviewed and/or disclosed to only the individual or entity to whom they are addressed and intended. If you receive an email in error or if it is improperly forwarded to you, the information contained in the email should, at all times, remain confidential and such circumstances shall not authorize you to use or disclose the confidential information. You agree to notify the sender immediately by telephone or email and delete or destroy the original and any copies. Any unauthorized use, disclosure, reproduction, or distribution is strictly prohibited. Emails marked as "Confidential" contain confidential and/or proprietary information that is disclosed under the condition that you treat and maintain such information strictly in a confidential manner and in compliance with all applicable privacy laws and that you ensure such

information is not disclosed or used by others, except for the limited and confidential purpose for which it is being provided. By accepting receipt of and/or reviewing confidential information that we provide, you agree to indemnify, defend, and hold us harmless against any and all claims, losses, liabilities, or expenses, including attorney's fees that we may incur as a result of the unauthorized use or disclosure of confidential information due to your acts or omissions.

### **Privileged Information**

Emails exchanged with or involving our lawyers and legal staff may contain privileged information subject to the attorney-client privilege and/or the attorney work product privilege. Such privileged information shall not be waived if you receive an email in error or if it was improperly forwarded or delivered to you or you otherwise receive such communication by any means. If you are not the intended recipient of privileged information, you agree to notify the sender immediately by telephone or email and delete or destroy the original and any copies. Any unauthorized use, disclosure, reproduction, or distribution of confidential or privileged information is strictly prohibited.

### **Time Sensitive Instructions & Official Matters; Filters**

Do not use email to communicate time-sensitive instructions or official company matters; they may not be received or reviewed by us in a timely manner. Emails are processed through various virus and spam filters which may delay or reject the delivery of an email altogether. Urgent matters should be communicated in person directly with the person of concern via telephone and then confirmed in writing with the appropriate person via fax or email. We reserve the right to block any email source we deem inappropriate.

### **Business Purposes**

Our email facilities are to be used only for conducting business with us. Vendors, suppliers, clients and others receiving email from us may not use our email addresses or contact information (or any other person's email address appearing on or in our email) for any purpose other than corresponding with us for lawful and legitimate business purposes relating to our business. The receipt of an email is not our consent for you to use our email address or contact information for direct marketing purposes or for transfers of data to third-parties, and such use is strictly prohibited.

### **Monitoring of Communications**

All emails sent to us or from us may be forwarded, monitored, and/or reviewed by others within SUCCESS Lending other than the designated recipient/sender with or without notice to the designated recipient/sender. We may also record or monitor other forms of communications you have with us via the website, PC-talk, chat, email, text messages to and from Company-owned cellular devices, and telephone. By using such communication methods, you are consenting to the recording, monitoring, storage, and/or use of the same without further notice.

### **Unsecured Transmissions**

While certain designated areas within our websites employ technologies to secure your data and the transmissions between you and us, general email uses the Internet, which is an open system, and we cannot provide absolute assurances that all emails (sent or received) are secure, error free, not corrupted, incomplete or virus free and/or that they won't be lost, mis-delivered, destroyed, delayed, intercepted or decrypted by others. We therefore advise against sending sensitive or personally identifiable information over email, and disclaim all liability with regard to emails (and the contents therein) if they are corrupted, lost, destroyed, delayed, incomplete, mis-delivered, intercepted, decrypted or otherwise misappropriated by others.

### **Viruses**

Computer viruses can be transmitted via email through email content, attachments to emails and embedded links. Although our emails are believed to be free of any virus or other defects that might affect computer systems in which they are received and opened, it is your responsibility to ensure that any email you open is virus free. We are not responsible for any loss or damage arising in any way from the receipt, use, storage or transmission of our emails. If we forward an email or reply to a prior email, the contents may have been produced by someone other than us, for which assume no liability whatsoever. The use of email to introduce any virus, malicious or disabling code, or to otherwise interfere with our email transmissions, telecommunication, or computer networks is prohibited and against the law; violators will be prosecuted to the fullest extent of the law.

In addition to any other disclaimers we make in this Agreement, we disclaim any representation or warranty that our emails are virus free and/or error free. You agree to hold the Company harmless for any loss or damage arising from an email sent or forwarded to you or arising from any email reply or otherwise received by you.

### **Prohibited Email Content**

We prohibit our team members from using email to make or send any type of menacing, defamatory, discriminatory, harassing, offensive or threatening statements or materials, or statements or materials that infringe the copyrights or legal rights of others. Such communications are against our policies and outside the scope of employment of our team members. You agree to hold the Company harmless from any harm, loss, or damage resulting from such communication, and the Company accepts no liability for such communication, and any of our team members responsible for such communication will be personally and solely liable for any damages or other liability arising therefrom. Please report any such violations to our Compliance Department, 1750 E. Golf Road, Suite 240, Schaumburg, IL 60173, or you may call 833-445-1111.

The use of our email facilities for purposes of sending menacing, harassing, offensive or threatening messages to us or any member of our team is strictly prohibited and is unlawful; violators will be prosecuted to the fullest extent of the law. Use of our email facilities for soliciting any of our team to breach their employment agreements or to interfere with their employment status with us, or which otherwise interferes with our business or economic advantage is strictly prohibited and may result in legal action against you.

## **6.2 Terms Applicable to Email and Mobile Messaging**

### **Emails are Generally Not Formal Signed Writings**

Unless explicitly stated otherwise, our emails do not contain or constitute an electronic signature, even if the sender's name appears in the email. An Email communication may not be construed against us as an interest rate lock, an unconditional loan commitment, an unconditional loan approval, unconditional pre-qualification, unconditional pre-approval, or any other unconditional offer or agreement to lend. Such documents and agreements are generally sent to clients in formal signed writings from us.

### **All Rights Reserved; Statements Attributable to Us.**

Our email shall be deemed Content and subject to the restrictions set forth herein with respect to Content. The only official publishable public statements that can be attributed to us are statements issued by our CEO, President, or Chief Operating Officer.

### **Negligent Misstatement**

In addition to the other disclaimers made in this Agreement, we disclaim any and all responsibility, including responsibility based on negligence or negligent misstatement, for the accuracy, completeness, or reliability of data or information contained in or furnished through email and we make no warranties, express or implied, with respect to such data or information. By using or interacting with the Website and/or reviewing information that we provide, you agree to hold us harmless against any and all claims, losses, liabilities, damages, or expenses, including attorney's fees that you may incur as a result of any negligence or negligent misstatement.

### **Complaints**

Any email complaints should be directed to SUCCESS Lending, LLC, 1750 E. Golf Road, Suite 240, Schaumburg, IL 60173, Attention: Compliance Department, or you may call 833-445-1111.

## **6.3 Use of Cookies and Web Beacons**

We collect information from your online visits to our Website and your use of the Websites to help gather statistics about usage and effectiveness, personalize your experiences, and tailor our interactions with you. We do so using various technologies, which include, but are not limited to the use of cookies and web beacons.

## **7. MONITORING**

We collect information from your online visits to our Website and your use of the Websites to help gather statistics about usage and effectiveness, personalize your experiences, and tailor our interactions with you. We do so using various technologies, which include, but are not limited to the use of cookies and web beacons. Our Online Privacy Policy, the terms of which are incorporated herein, contains information about our use of cookies.

## **8. INDEMNITY**

As a condition of use of the Websites and our services, you agree to hold harmless, defend, and indemnify SUCCESS Lending and our affiliates, vendors and licensors, and all of our and our affiliates, vendors, licensors, employees, officers, directors, agents and representatives, from and against any and all liabilities, expenses (including attorneys' fees), losses, and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute your breach of this Agreement or any provision herein, including any use of Content other than as expressly authorized by this Agreement.

## **9. DISCLAIMERS OF WARRANTIES**

The Websites, including all Content, additions, changes and/or improvements, are provided "as-is". It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice or other content available through the Websites.

To the fullest extent permissible under applicable law, SUCCESS Lending disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Websites. SUCCESS Lending makes no representation or warranty regarding the content or operation of the Websites, web pages, or use thereof. The webpages' content on or available through the Websites could include inaccuracies or typographical errors and could become inaccurate because of developments occurring after their respective dates of preparation or publication. SUCCESS Lending shall have no obligation to maintain the currency or accuracy of any web page content on or available through the Websites.

You acknowledge and agree that SUCCESS Lending is not, and shall not be, responsible for the results of any defects that may exist in the Websites or their operation. SUCCESS Lending makes no representation or warranty that (a) the operation of the Websites will meet your or any other user's requirements; (b) access to the Websites will be uninterrupted, timely, secure, or free of errors, viruses or other harmful components; or (c) any defects in the Website will be corrected. You agree that you, and not SUCCESS Lending, will bear the entire cost of all servicing, repair, correction or restoration that may be necessary for your data, software programs or computer equipment because of any viruses, errors or other problems you may have as a result of using, visiting, or interacting with the Websites.

## **10. TERMINATION OF USE**

You acknowledge and agree that SUCCESS Lending may, at any time, in its sole discretion, limit, modify, suspend, or terminate your access, use of, or interaction with the Websites with or without cause and with or without delivering notice or explanation to you. This right is in addition to all other rights and remedies available to SUCCESS Lending under this Agreement and those provided by law.

## **11. LIMITATION OF LIABILITY**

Neither SUCCESS Lending nor its subsidiaries, affiliates, vendors, or licensors (or any of their employees, agents, officers or directors) shall be held liable for any direct, indirect, punitive, incidental, special or consequential damages or other injury, harm, or damage arising out of or

in any way connected with the use or the inability to use the Websites or with the delay or inability to use the Websites, or for any information, software, products and services obtained through the Websites, including but not limited to reliance by you on any information obtained through or from the Websites, or that result from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, worms, trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to our records, programs or services, or otherwise arising out of the use of the Websites, whether resulting in whole or in part, from breach of contract, tortious conduct, negligence, strict liability or otherwise, even if SUCCESS Lending and/or our affiliates, vendors and/or licensors have been advised of the possibility of damages.

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall the collective total liability of SUCCESS Lending and its subsidiaries, affiliates, vendors, or licensors (or any of their employees, agents, officers or directors) to you for damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you, if any, in accessing, interacting with, or using the Websites or any Content thereon.

In no way does this Agreement require New Jersey consumers to waive any rights otherwise protected under the Truth-in-Consumer Contract, Warranty and Notice Act.

## **12. REASONABLE EFFORTS**

While SUCCESS Lending will use commercially reasonable efforts to have an application fully processed and closed on or before any applicable rate lock expiration date (if any) and/or anticipated closing date, some processes are not under our reasonable control. For instance, and without limitation, SUCCESS Lending cannot be responsible for delays in loan approval or closing due to any of the following: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; existing home not selling; or matters disclosed by a title commitment or survey.

## **13. DISCLOSURES AND LICENSES**

For our licensing information, please visit: <https://successlending.com/licensing-disclosures/>

## **14. COPYRIGHT INFRINGEMENT**

SUCCESS Lending is committed to protecting copyrights and expects you to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on SUCCESS Lending Websites infringes your copyright, you (or your agent) may send us a notice requesting that the

material be removed, or access to it blocked. If you believe that any material on SUCCESS Lending Websites infringes a copyright, or any valid intellectual property right, please provide the following information to SUCCESS Lending:

- A physical or electronic signature that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on SUCCESS Lending Websites are intended to be covered by a single notification, a complete list of such works and details or descriptions as to their locations within the Websites;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please provide this information to SUCCESS Lending's Legal Department, who can be reached as follows:

By Mail: SUCCESS Lending, LLC  
Attn: Legal Department

c/o Kind Lending  
1920 Main Street, Suite 1200  
Irvine, CA 92614

By E-Mail:  
legal@successlending.com

Due to IT concerns, attachments cannot be accepted on notices sent via e-mail. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

## **15. DISPUTE RESOLUTION**

Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by us, or to any acts or omissions for which you may contend we are liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator

pursuant to the most recent published AAA's Consumer Arbitration Rules. The arbitration shall be venued in a location reasonably convenient to you, the Website user, but only in jurisdictions in the United States and the District of Columbia where SUCCESS Lending is licensed to provide mortgage related services. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the parties shall agree on an arbitrator mutually agreeable to both parties, but in the event the parties cannot agree, each shall select one AAA arbitrator and the two selected arbitrators shall select a separate AAA arbitrator to preside over the arbitration. Should the AAA decline to accept a matter submitted for individual (non-class) arbitration under this Agreement, the parties shall jointly select another arbitrator. In the event the parties are unable to agree on a neutral arbitrator, each shall select one arbitrator and the two selected arbitrators shall select a separate arbitrator to preside over the arbitration. To begin the arbitration process, a party must make a written demand therefor.

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

This Agreement provides that all disputes between you and SUCCESS Lending will be resolved by binding arbitration. You thus give up your right to go to court or jury to assert or defend your rights. You also give up your right to participate in or bring class actions. Your rights will be determined by neutral arbitrators and not a judge or jury. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as with any court order and are binding. By using the Websites and/or our goods, facilities and services, you consent to these restrictions including the selection of binding arbitration as the sole venue and jurisdiction for dispute resolution arising out of or related to this Agreement.

This Agreement and its provisions shall be construed, interpreted, governed, and applied in accordance with the laws of the State of Illinois, excluding its conflict of law principles.

## **16. OTHER TERMS**

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites) constitutes the entire agreement between you and us and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the Websites and information, software, products and services associated with it.

You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, or your Account, in any way (by operation of law or otherwise) without Company's prior written consent. Company may transfer, assign, or delegate this Agreement and our rights and

obligations hereunder without consent.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. You agree that there are no third-party beneficiaries intended under this Agreement.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in a legal proceeding based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

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