

Clerkie Lending LLC Terms of Use

Last updated: December 2017

Clerkie Lending LLC ("Clerkie Lending") is committed to full transparency and we want to ensure that our customers have access to all the important information to make the most responsible borrowing decision to meet their needs.

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Introduction

We publish our terms and conditions ("Terms and Conditions") for everyone to see, at any time. By using our mobile application or applying for a Clerkie Lending product or service, you are agreeing to the terms and conditions set forth below. These Terms and Conditions constitute a legal contract between you and Clerkie Lending, which includes all of its subsidiaries and all of their affiliates, including Henry Labs, Inc. These Terms and Conditions cover all aspects of your use of Clerkie Lending Services, including all information pertaining to lending services on the site or mobile application, and, to the extent not superseded by the terms and conditions of any contract we may sign with you, of any product or service we may provide you.

If any of these Terms and Conditions do not make sense, please consult a legal expert for a clarification.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OUR MOBILE APPLICATION OR SITE AND ANY OF ITS CONTENT (COLLECTIVELY, THE "CLERKIE LENDING MOBILE APPLICATION," "CLERKIE.IO"), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE MOBILE APPLICATION NOW. IF AT ANY TIME YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY CEASE YOUR USE OF THIS MOBILE APPLICATION.

1. Eligibility; Privacy

The products and services offered through our mobile application are not available to persons under the age of 18 or to persons who are not legal residents of the United States, by visa or otherwise. BY CLICKING ANY BUTTON OR BY ACCESSING, BROWSING OR OTHERWISE USING THE CLERKIE LENDING MOBILE APPLICATION YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES.

Clerkie Lending has made a commitment to protecting the privacy of those who visit our mobile application and access the products and services available therein. For more information, please refer to Clerkie Lending's Privacy Policy:

<https://s3-us-west-2.amazonaws.com/clerkie-legal/Clerkie+Lending+LLC+-+Privacy+Policy.pdf>

2. Registration: Accountholder Responsibilities

Certain areas of the Clerkie Lending Mobile application (hereinafter “the mobile application” or “our mobile application”) are accessible only to registered accountholders. In order to access the registered-accountholder-only areas of our product and services, you will need the username and password you have created. You acknowledge that use of a username and a password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing Clerkie Lending in writing of any need to deactivate a username due to security or other concerns. Clerkie Lending is not liable for any harm related to the theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use our mobile application using your username or password. You must immediately notify Clerkie Lending of any unauthorized use of your username or password and any breach of confidentiality. Until Clerkie Lending receives this notification from you, you will be held liable for any harm ensuing from the use of your username on the mobile application.

3. Consent to Be Contacted by Telephone, Email or Postal Mail

By submitting your contact information to us, you are expressly consenting to be contacted by us by telephone, email or postal mail even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution.

In connection with Your Clerkie Lending product, we may need or want to contact you from time to time in connection with your account or any product or service for which you have begun or completed the application process. By registering for a Clerkie Lending account or beginning an application on our Mobile application for any product or service, you are consenting to be contacted by us by written notices, email messages, text application on our Mobile application for any product or service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, and, in connection with any such telephone calls, you consent to the use prerecorded/artificial voice messages and/or automatic dialing devices, at any telephone number associated with your Clerkie Lending account, including mobile telephone numbers that could result in charges to you, or at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you.

4. Intellectual Property

The Mobile application, the content, any materials downloaded, and all intellectual property pertaining to or contained on our Mobile application (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks) are owned by Clerkie Lending or third parties; all right, title and interest therein shall remain the property of Clerkie Lending and/or such third party owner, as applicable. All content is protected by trade dress, copyright, patent and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized solely to view and retain a copy of the pages of the mobile application for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images or other materials on this Mobile application for the purpose of transacting business with Clerkie Lending. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit this Mobile

application, or any portion of the Mobile application for any public or commercial use without the express written consent of Clerkie Lending. Additionally, you agree that you (i) will not remove or alter any author, trademark or other proprietary notice or legend displayed on this Mobile application (or printed pages produced from this Mobile application), and (ii) will not make any other modifications to any documents obtained from this Mobile application other than in connection with completing information required to transact business with Clerkie Lending.

5. Use of Information and Materials

The information and materials contained in these pages, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorized use of Clerkie Lending's mobile applications and systems including but not limited to unauthorized entry into Clerkie Lending's systems, misuse of passwords, or misuse of any information posted on a mobile application is strictly prohibited. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by Clerkie Lending and/or its affiliates.

6. Links

THIS MOBILE APPLICATION MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES (NON-AFFILIATES OF CLERKIE LENDING). CLERKIE LENDING HEREBY DISCLAIMS LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY WEBSITES LINKED TO THIS WEB MOBILE APPLICATION. BY CREATING A LINK TO A THIRD PARTY WEB MOBILE APPLICATION, CLERKIE LENDING DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEBSITE, NOR IS CLERKIE LENDING LIABLE FOR ANY FAILURE OF ANY PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE WEBSITES. SUCH THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF CLERKIE LENDING AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE CLERKIE LENDING MOBILE APPLICATION.

7. NO WARRANTY

THE INFORMATION AND THESE MATERIALS CONTAINED IN OUR MOBILE APPLICATION, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS", "AS AVAILABLE". CLERKIE LENDING DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THEM. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL CLERKIE LENDING BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS

MOBILE APPLICATION OR ANY LINKED MOBILE APPLICATION OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF CLERKIE LENDING OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

9. Submissions

All information submitted to Clerkie Lending via this mobile application shall be deemed and remain the property of Clerkie Lending, and Clerkie Lending shall be free to use, for any purpose, any idea, concept, know-how or technique contained in information a visitor to this mobile application provides Clerkie Lending through this mobile application. Clerkie Lending shall not be subject to any obligations of confidentiality regarding submitted information except as may be expressly agreed in writing by Clerkie Lending or as otherwise specifically required by law.

11. Additional Terms

This mobile application is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

12. Users Outside of the United States

Certain Clerkie Lending products may only be available in some states in the United States. You may not use or export or re-export any portion of this mobile application in violation of any applicable laws or regulations, including without limitation United States export laws and regulations. Clerkie Lending makes no representation that the documents, pages, images or other materials or content on this mobile application are appropriate or available for use in jurisdictions outside the United States.

13. Minors

Clerkie Lending is not directed at children under the age of thirteen years old. Clerkie Lending does not knowingly collect personal information from children under thirteen years old from this mobile application.

14. Governing Law

Use of this mobile application shall be governed by all applicable federal and state laws. Clerkie Lending's corporate offices are located in the state of California. The Santa Clara County Courts have

general jurisdiction and will be the exclusive venue for litigating disputes arising out of these Terms and Conditions.