

## TERMS AND CONDITIONS

By using our website, you agree to the terms and conditions of use, including the:

- [Privacy Notice](#), which discloses how we collect, share, and protect your non-public personal information; and
- Arbitration Agreement with Class-Action Waiver, which describes how you and we must use binding arbitration to resolve any dispute arising from or relating to our services.

Your use of this website creates a legal contract between you and us. If you do not agree to these Terms and Conditions, then you must immediately leave the website because you do not have our permission to use it.

### I. INTRODUCTION

Welcome to NinjaEdge! Please review the Terms and Conditions set forth below (the “*Terms of Use*”) before using our [website](#) (the “*Site*”). The Terms of Use govern your use of the Site and can be printed in a form you can keep. Under the Terms of Use, “*NinjaEdge*,” “*we*,” “*our*,” and “*us*” mean, collectively, NinjaEdge, LLC, and its affiliates, including Financial Marketing and Servicing, LLC dba NinjaFetch, and “*you*” and “*your*” mean the individual using the Site.

Under these Terms of Use, your “*FI*” means the financial institution or other business with which you have a direct relationship with for this given transaction.

As the owner and operator of the Site, we reserve the right to change the Terms of Use from time to time. As a user of the Site, it is your responsibility to check the Terms of Use for changes. Your continued use of the Site following our posting of changes means that you accept those changes. Provided you comply with the Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited license to use the Site and its features. Subject to applicable law, we reserve the right to terminate this license if we reasonably believe you have violated the Terms of Use.

### II. OUR PRACTICES THAT AFFECT YOU

#### A. Services

From the Site, we act as a third-party service provider by allowing you to use an Instant Bank Verification Widget (“*IBV Widget*”) for purposes solely directed by your FI whom you are seeking to obtain credit, or any other related consumer financial services from (our “*Services*”).

#### B. User Eligibility

The services we provide are only available to consumers who are the age of majority and have a valid social security (“SSN”). By using the Site, you represent and warrant that you are at least age 18 (or age 19 for residents of Alabama or Nebraska) and that you have a valid SSN.

The Site is not directed at children under the age of 13. We do not knowingly collect personal information from any child under the age of 13 on the Site.

### **1. Disclosure of Privacy Practices**

Our [Privacy Notice](#) discloses how we collect, share, and protect your non-public personal information (“NPI”). You have the right to opt-out of our practices for collecting and sharing NPI. To exercise that right, you may contact our Customer Service Group as specified in the Privacy Notice.

### **2. Delivery of Privacy Notice**

By using the Site, you agree to the privacy practices described in our [Privacy Notice](#), subject to any opt-out right you choose to exercise.

## **III. YOUR AUTHORIZATIONS TO US**

### **A. Consent to E-SIGN and Electronic Communications**

By using the IBV widget, you consent to use electronic signatures (“E-SIGN”) and you consent to receive all disclosures, agreements, records, messages, and other information in electronic form (collectively “*Electronic Communications*”). Additionally, by using the IBV Widget, you represent and warrant that you have given the appropriate consent to the FI to receive Electronic Communications in relation to your current financial transaction or application. In the Terms of Use, “*Consent*” means both your E-SIGN consent and your Electronic Communications consent. Please review this section for details concerning the matters listed below.

- The effect and duration of your Consent.
- The types of Electronic Communications.
- The procedures for withdrawing your Consent or, alternatively, requesting a specific paper communication without withdrawing your Consent.
- The procedures for receiving Electronic Communications and updating your email address.
- The minimum hardware and software requirements to access and retain Electronic Communications.

#### **1. Effect and Duration of Consent**

Your Consent will remain effective until and unless you withdraw it. As explained in the subsections below, you may withdraw your Consent at any time.

#### **Types of Electronic Communications**

The term Electronic Communications includes documents that we have a legal obligation to deliver in writing as well as documents that we have the option to deliver in any form we choose.

## **2. Withdrawing Consent or Requesting Paper Communications**

You may withdraw your Consent with us by contacting our Customer Service Group. Note, that this withdrawal only affects your Consent with us and not your FI.

NinjaFetch, Attn: Customer Service Group  
222 South Riverside Plaza, Suite 2200  
Chicago, Illinois 60606  
[support@NinjaFetch.com](mailto:support@NinjaFetch.com)  
855-646-5201 (855-NINJA01)

Alternatively, you may keep your Consent in place and ask the Customer Service Group to deliver a paper version of any communication you specify. You will incur no fee for withdrawing your Consent or requesting a specific paper communication.

## **Consent to Credit Inquiries and Reporting**

### **1. Credit Inquiries**

By using the IBV Widget, you represent and warrant that you have given the appropriate consent to the FI for any applicable FCRA obligations that the FI may utilize in your current consumer financial transaction or application with them.

### **2. Credit Reporting**

By using the IBV Widget, you represent and warrant that you have given the appropriate consent to the FI for any Credit Reporting they may do in connection with your transaction with them.

## **B. Consent to Instant Bank Verification**

By utilizing the IBV widget, you agree that you are giving your consent to Yodlee, Inc.® (“Yodlee”), Sophtron Inc. ® (“Sophtron”), or Flinks Technology Inc. ® (“Flinks”) to access your recent transaction data or prepaid debit card (“instant bank verification” or “IBV”). You also represent and warrant that you are giving your consent to NinjaEdge as a third-party service provider to use the IBV data on behalf of the FI in connection with your consumer finance transaction or application with them. You also represent and warrant that you consented to the FI the ability for the FI to transmit any applicable data to a third-party service provider in connection with your consumer finance transaction or application with them. The purpose of IBV is to verify your ability to repay the terms of the transaction between you and your FI.

Yodlee, Sophtron, and Flinks are financial data aggregators, providing consumer-authorized financial data to us and to a wide variety of other lenders, financial institutions, and merchants. In this section, “Verification Service” means Yodlee, Sophtron, Flinks, or any other vendor that provides us consumer-authorized financial data. For more information about the consumer-authorized financial data aggregation industry, you can consult your state consumer credit

administrator or can review the CFPB’s Consumer Protection Principles for Consumer-Authorized Financial Data Sharing and Aggregation.

## 1. Ability-to-Repay Verification

IBV is a consumer-authorized action, so you have no obligation to perform IBV if you decide you do not want to complete the transaction with your FI. But if you do want to complete it by performing IBV, then the following procedures will apply.

- You will provide the Verification Service with your login credentials to the bank account or prepaid debit card related to the transaction with your FI (your “*Repayment Account*”).
- The Verification Service will obtain recent transactions from your Repayment Account and will transmit that data to us. We will then use that data as directed by your FI.
- Although we will review the Repayment Account data transmitted by the Verification Service to us, we will not receive or store the login credentials to your Repayment Account. Instead, the Verification Service will use and store those credentials in accordance with the Verification Service’s terms and conditions. You will decide whether you accept the Verification Service’s terms and conditions before you perform IBV.
- For your convenience and review, this document provides a Yodlee Privacy Notice [link](#), a Flinks Privacy Notice [link](#), and a Sophtron Privacy Notice [link](#). Before performing IBV, we encourage you to visit the Verification Service’s website to review the privacy notice then in effect. Your review will ensure that the above links are still current and that you accept the terms and conditions under which the Verification Service will use and store your Repayment Account login credentials and other financial data.

By using the IBV Widget, you authorize us to receive and store recent transaction data from your Bank Account.

## 2. Other Uses

Subject to applicable laws and other limitations, we may use the transaction data from your Bank Account for purposes other than verifying your ability to repay. These other uses may include those listed below (collectively “*Other Uses*”).

- Conducting fraud screening, and identity verification.
- Improving our service quality.

By checking the box next to the IBV Consent document and then clicking the “Continue” or “Agree” button, you also authorize us to use Verification Service data not only for the purpose of verifying your ability to repay but also for Other Uses. You also acknowledge that the login credentials to your Repayment Account are used and stored by The Verification Service and not by us.

### Consent to Verification Service’s Privacy Policy

By utilizing the instant bank verification services provided by Yodlee (“*Yodlee Services*”), you acknowledge and agree that the terms of Yodlee’s Privacy Policy (currently located at <https://stage.customercare.yodlee.com/ycc/privacy.yodlee.do>) will govern Yodlee’s use of such

information, and you expressly agree to the terms and conditions of Yodlee's Privacy Policy. Further, you expressly grant Yodlee the right, power, and authority to access and transmit your information as reasonably necessary for Yodlee to provide the Yodlee Services to you.

The following is a disclosure from Yodlee on the information they collect.

You provide log-in credentials ("Credentials") to your accounts at your own risk.

By using our service you agree that the data sources that maintain your accounts and any third parties that interact with your Credentials or account data in connection with our service are not liable for any loss, theft, compromise, or misuse whatsoever in connection with our services (including negligence), except to the extent such liability cannot be limited under applicable law.

Data sources make no warranties of any kind related to the data provided by our services--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents, we retrieve on your behalf and provide to you without alteration, no data provided by our services is an official record of any of your accounts.

Our service is connected by Envestnet | Yodlee. When you request data from a source connected to our service, Yodlee collects that data and provides it to us. Yodlee acts on our behalf in this process, which means we share your data with Yodlee as one of our service providers. For more information on how Yodlee collects, uses, stores, and handles your data, please see Envestnet | Yodlee's Commitment to its Clients and their Users ([www.yodlee.com/clients-consumers](http://www.yodlee.com/clients-consumers)). If there is any inconsistency between Yodlee's Commitment and these Terms and Conditions regarding Yodlee's activities, then Yodlee's Commitment is correct.

Similarly, utilizing the instant bank verification services provided by Flinks ("*Flinks Services*"), you acknowledge and agree that the terms of Flinks' Privacy Policy (currently located at <https://flinks.com/privacy-policy/>) will govern Flinks' use of such information, and you expressly agree to the terms and conditions of Flinks' Privacy Policy. Further, you expressly grant Flinks the right, power, and authority to access and transmit your information as reasonably necessary for Flinks to provide the Flinks Services to you.

Similarly, utilizing the instant bank verification services provided by Sophtron ("*Sophtron Services*"), you acknowledge and agree that the terms of Sophtron's Privacy Policy (currently located at <https://sophtron.com/Home/Privacy>) will govern Sophtron's use of such information, and you expressly agree to the terms and conditions of Sophtron's Privacy Policy. Further, you expressly grant Sophtron the right, power, and authority to access and transmit your information as reasonably necessary for Sophtron to provide the Sophtron Services to you.

## **C. Consent to Communications**

### **1. Email, Postal Mail, and Landline Phone**

By using the Site and using the IBV Widget, you authorize us and our affiliates, agents, and assigns to communicate with you by email, postal mail, and landline telephone for any lawful purpose.

If you want to revoke the authorization in the above paragraph and issue a do-not-contact instruction, then you may do so at any time by contacting our Customer Service Group.

## **2. TCPA Consent Subject to Checkbox Deselection at Application**

By using the IBV Widget, you represent and warrant that you have given the appropriate consent to the FI and its third-party service providers, to call or text your mobile phone number with the use of an automatic telephone dialing system (“ADTS”) or a prerecorded message. In the Terms of Use, this optional consent is called “*Telephone Consumer Protection Act consent*” or “*TCPA consent*.”

### **D. Consent to Telephone Monitoring and Recording**

By using the Site and using the IBV Widget, you authorize us and our affiliates, agents, and assignees to monitor, tape, or electronically record our telephone calls with you, whether a call is inbound or outbound from your perspective.

### **E. Consent to Governing Law**

The Site is located in the State of Illinois. The Arbitration Agreement described below shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. All other sections of the Terms of Use shall be governed by the laws of the State of Illinois without regard to its conflicts of law provisions.

## **IV. ARBITRATION AGREEMENT WITH CLASS-ACTION WAIVER**

You or we may elect to arbitrate Claims. You and we agree that if we have a Claim against you or you have a Claim against us, or any of our agents, successors, assigns, affiliates, owners, officers, directors, employees, or representatives, then the person or entity asserting the claim or against whom the claim is asserted may elect to have such Claim(s) resolved by arbitration on an individual basis as provided below, and not by a judge or jury in court. The party electing arbitration agrees to notify the other party of its election pursuant to applicable rules of arbitration or as otherwise provided by law. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to select an arbitration administrator in accordance with this Arbitration Agreement and start the arbitration proceeding in accordance with the administrator’s rules and procedures. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

What is arbitration? Arbitration is a procedure used to resolve disputes. By participating in arbitration, **YOU GIVE UP YOUR RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL.** In an arbitration proceeding, a professionally trained, neutral, third party arbitrator holds a hearing.

The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties.

What is a "Claim?" "Claims" means any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, local ordinance or otherwise, and that we or our servicers or agents have against you or that you have against us, our affiliates, servicers, agents, successors, assigns, representatives, directors, officers and employees. This Arbitration Agreement is also binding upon and may be enforced by any third party who is named as a co-defendant in a Claim asserted by one party against another party. "Claims" also includes any and all claims that arise out of or relate to (i) your use of the IBV Widget, or (ii) the relationship between you and us. "Claims" also includes initial claims, counterclaims, crossclaims, and third-party claims.

Notwithstanding the foregoing, "Claims" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Agreement or any part thereof (including but not limited to the provision titled "Is class arbitration allowed?"); all such disputes are for a court and not an arbitrator to decide. "Claims" also does not include any individual action brought by you or us in small claims court (or an equivalent court), unless such action is transferred, removed, or appealed to a different court or otherwise exceeds the jurisdiction of the small claims court or equivalent court.

What rules apply to arbitration? The arbitration will be governed by the consumer arbitration rules of the Better Business Bureau ("BBB"). Alternatively, you may elect to have the arbitration heard by and under the consumer rules of the Judicial Arbitration and Mediation Service ("JAMS"). If neither the BBB nor JAMS can serve and you and we cannot agree on a replacement, then a court with jurisdiction will select the arbitrator, who must abide by the terms of this Arbitration Agreement. The arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court and may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the constitutional standards employed by the courts) and injunctive, equitable, and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator, except that any party may appeal the single arbitrator's award to a 3-arbitrator panel, which will have de novo review, if the award or the amount in controversy exceeds \$25,000. The arbitration award will be in writing. Judgment upon the award may be entered by any party in any court having jurisdiction and will be final, binding, and non-appealable except for any appeal rights under the FAA. All statutes of limitations and privileges that are applicable to a Claim will apply to any arbitration between you and us. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration,

nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.

Is class arbitration allowed? No. If either you or we elect to resolve one or more Claims by arbitration, then such Claim(s) will be arbitrated only on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class or other representative basis. The arbitrator will not conduct class arbitration and will not allow you to act as a representative or private attorney general or in any other representative capacity. In addition, the arbitrator will not join or consolidate Claims by or against you with claims by or against any other person or entity unless all parties otherwise agree in writing.

Who pays the costs of arbitration? We will pay our share of any arbitration fees. If you are unable to pay your share of the costs of arbitration, then your arbitration fees may be waived by the BBB or other arbitration service provider you have selected. If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, pay your share of the arbitration fees. We will always pay any fees or expenses that we are required to pay by law or that we are required to pay for this Arbitration Agreement to be enforced. You and we each agree to pay our own expenses for attorneys' fees, experts, and witnesses, unless applicable law gives you or us the right to recover any of those expenses from the other. If the arbitrator finds that the substance of a claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party or parties.

What law applies? Since this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, it will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 116, as amended (the "FAA"). To the extent that state law is applicable under the FAA, the laws of the State of Illinois will apply.

Other Arbitration Terms. This Arbitration Agreement is an independent agreement, and it will survive the termination of the Deposit Account Agreement, the closing of your deposit accounts with us, the closing and repayment of your deposit accounts with us, and any bankruptcy (to the extent permitted by applicable bankruptcy law), and it will be binding upon us, our successors, and assigns, and upon you and your heirs and assigns. In the event of a conflict between this Arbitration Agreement, on the one hand, and the arbitration administrator's rules or other terms of this Agreement or any other agreement between you and us, on the other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement is held to be invalid or unenforceable, then the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the restrictions in this Arbitration Agreement prohibiting the arbitrator from conducting a class or other representative proceeding or awarding



relief on behalf of third parties are unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the restrictions in this Arbitration Agreement prohibiting the arbitrator from conducting a class or other representative proceeding or awarding relief on behalf of third parties, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

**CLASS ACTION WAIVER. BY SIGNING THIS ARBITRATION AGREEMENT, YOU AGREE THAT YOU ARE WAIVING ANY RIGHT YOU MAY HAVE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION PROCEEDING, OR OTHER REPRESENTATIVE ACTION AGAINST US OR RELATED THIRD PARTIES.**

## **V. OTHER TERMS AND CONDITIONS**

### **A. Site Security**

By using the Site, you agree to avoid attempting or taking any action listed below.

- Access data that is not intended for you.
- Reverse engineer the Site.
- Invade the privacy of, steal the identity of, or obtain NPI about any other user.
- Probe or scan the Site for vulnerabilities.
- Create vulnerabilities through email phishing, tailgating (*i.e.*, evading security measures at a building access points), USB drive baiting, or other social-engineering tactics.
- Breach our security or authentication measures.
- Interfere with the Services we provide to another user.
- Disrupt the Site with any antagonistic device or practice, including introducing a virus, overloading, flooding, spamming, mail bombing, or crashing.
- Use robots, spiders, intelligent agents, or software tools to search or navigate the Site by automated means not generally available through third-party internet browsers such as Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Apple Safari, or Mozilla Firefox.

We use industry-standard physical, technical, and administrative security measures and safeguards to protect the confidentiality and security of your NPI. However, it is your responsibility to protect the security of your Account Credentials and Device. Additionally, please note that the e-mails and other communications you send to us through the Site are not encrypted.

## **B. Cookies**

"Cookie" means the small data files transferred by a website to your computer's hard drive. Cookies are typically classified as either "session" cookies or "persistent" cookies. Session cookies do not stay on your computer after you close your browser. Persistent cookies remain on your computer until you delete them or until they expire. Generally, web browsers automatically accept cookies by default. But you can usually stop or limit cookie acceptance by adjusting the preferences on your browser. In some instances, stopping or limiting cookies may render some site features unavailable or prevent the site from displaying properly.

We and our service providers send and receive cookies when you use the Site or other sites that are "powered by" a third party on our behalf or that display our advertisements ("*Cookie Sites*"). Cookie Sites use cookies when you register an account, make purchases, request information, or personalize site settings.

If you accept the cookies used on a Cookie Site, then you authorize the Cookie Site operator to use information about you or your browsing preferences to personalize your browsing experience or customize your product offers. You can stop or limit cookie acceptance on a Cookie Site by adjusting the preferences on your browser. This action will typically not prevent you from fully navigating the Cookie Site.

## **C. Mobile Application**

If you access your Account using an application on your Device (a "*Mobile App*"), then your use of that Mobile App is subject to the terms and conditions imposed by the persons listed below.

- The Mobile App developer, whether that developer is us or a third party.
- The third party that provides the platform for downloading and updating the Mobile App (the "*Mobile App Venue*").

It is your responsibility to review a Mobile App Venue's terms and conditions and to determine what usage rules apply to your use of a Mobile App (the "*Usage Rules*"). These Usage Rules may depend on the Mobile App Venue, your Device, and your method for downloading the Mobile App.

The Account features available from a Mobile App ("*Mobile App Services*") may be more limited than the Account features available when you access your Account from your personal computer. Additionally, we make no representation or warranty that any Mobile App will be compatible with any specific mobile Device or operating system or with any hardware, software, or equipment installed or used on your mobile Device. For example, the Mobile App that we are currently developing will be supported by only iTunes and Google Play; other Mobile App Venues will not be supported.

When you download or use a Mobile App on your Device, you are responsible for the fees your carrier charges for your use of its wireless network. The functionality of a Mobile App will depend on the connection and speed of the wireless network. During a time of poor connection or speed, a financial transaction you attempt to conduct from a Mobile App may be affected. Please contact our Customer Support Group to verify whether an attempted transaction has been completed.

You acknowledge and agree that we and our affiliates, agents, and assignees are not liable to you for any financial or other loss you may sustain by failing to complete a financial transaction with us on a Mobile App, whether that failure was caused by compatibility or inoperability problems, wireless network outages, or some other issue.

Finally, although your use of a Mobile App is subject to the Usage Rules, your use of the Account will continue to be subject to the Terms of Use. The Terms of Use govern your use of the Account no matter how you access the Account, whether from a Mobile App or from a personal computer.

#### **D. User-Generated Content**

By using the Site and submitting, uploading, or posting any comments, ideas, suggestions, information, files, images, or other materials to us or the Site, or by submitting any materials through third party services such as by tagging us on a social media site (collectively “*User-Generated Content*”), you represent and warrant that you own the User-Generated Content or possess the necessary rights and licenses to use the content. Additionally, you grant to us a royalty-free, irrevocable, unlimited, and fully transferable right and license to use the User-Generated Content – including your name, persona, or likeness – without compensating you or incurring any other obligation to you. We take no responsibility and assume no liability for any User-Generated Content, including any loss or damage that may result from the content being transmitted to or made available on the Site.

By using the Site and submitting User-Generated Content, you agree to avoid posting, uploading, transmitting, distributing, storing, creating, or publishing any of the User-Generated Content listed below.

- Content that is defamatory, libelous, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise reasonably objectionable.
- Content that is illegal or unlawful, that constitutes, encourages, or provides instructions for a criminal offense, or that otherwise violates or creates liability under a criminal law.
- Content that infringes on or violates any patent, trademark, trade secret, copyright, or other intellectual property right of another person.
- Content that espouses a political or religious opinion if that opinion denigrates a class of people or a differing view or belief.
- Content that depicts an opinion, statement, or claim as reflecting your honest view or actual experience if that depiction is false.
- Content that attempts to deceive or trick a user of the Site or the Services.
- Content that contains non-public personal information of another person, including the person’s residential address, home or mobile phone number, personal email addresses, social security number, or credit card number.
- Content that constitutes an unsolicited commercial message (*i.e.*, spam), multi-level marketing invitation, or chain message.

- Content that transmits corrupted data, destructive code, or software designed to automate the functionality of the Site or Services without our authorization.
- Content that, in our judgment as the owner and operator of the Site, violates the Terms of Use.

#### **E. Disclaimer of Warranty**

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE OR OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY.

#### **F. Additional Disclaimers**

WE DO NOT WARRANT THAT ANY CONTENT ON THE SITE, OR ANY DOCUMENT OR FEATURE OF THE SITE, WILL BE ERROR-FREE OR UNINTERRUPTED. WE DO NOT WARRANT THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS.

THE CONTENT IN THIS SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT WARRANT THAT THE FILES, DOCUMENTS, OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES, CONTAMINATION, OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE. WE DO NOT VERIFY THE ACCURACY OF ANY FINANCIAL INFORMATION PROVIDED TO US BY THIRD PARTIES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND FOR ANY LINKED SITES. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR FOR ANY LOSS OF DATA THAT RESULTS FROM YOUR USE OF OUR SERVICES OR FROM YOUR DOWNLOAD OF MATERIALS

OR CONTENT FROM THE SITE. IF A JURISDICTION PROHIBITS THE ENFORCEMENT OF ALL THE WARRANTY DISCLAIMERS CONTAINED IN THE TERMS OF USE, THEN THE REMAINING WARRANTY DISCLAIMERS SHALL BE FULLY ENFORCEABLE TO THE EXTENT PERMITTED BY APPLICABLE LAW.

### **G. Limitation of Liability**

EXCEPT WHERE PROHIBITED BY LAW, WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNS SHALL BE NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR YOUR INABILITY TO ACCESS THE SITE – EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A SIGNED WRITING, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SITE OR ITS CONTENT – WHETHER IN CONTRACT, TORT, OR OTHERWISE – SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID US IN THE PAST 12 MONTHS WITH RESPECT TO THE INCIDENT GIVING RISE THE CAUSE OF ACTION. THE FOREGOING LIMITATION APPLIES TO THE EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

### **H. Indemnification**

You agree to defend, indemnify, and hold harmless us and our affiliates, directors, officers, employees, agents, contractors, successors, or assigns from and against all third party claims, damages, and expenses, including reasonable attorneys’ fees, arising from or relating to your breach of the Terms of Use. We reserve the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such third-party action or claim.

### **I. Waiver, Severability, and Integration**

We do not waive any right or provision under the Terms of Use if we fail to exercise that right or enforce that provision in one or more past instances.

If any provision of the Terms of Use is held to be unenforceable by an arbitrator or a court of competent jurisdiction, then remaining provisions of the Terms of Use shall not be affected and shall be fully enforceable.

Except as expressly stated in the Terms of Use, the Terms of Use constitute the entire agreement between you and us concerning your use of the Site. Any other written or oral agreements or understandings previously existing between you and us concerning such use are hereby superseded and cancelled.

### **J. Intellectual Property**

NinjaEdge® is a registered trademark of CreditNinja Lending, LLC. Without our prior written consent, you may not copy, reproduce, publish, or otherwise use, in whole or in part, any materials, downloads, trademarks, copyrights, graphics, designs, logos, or text (collectively “*Content*”) from

the Site. You may not frame the Content, utilize framing techniques to enclose the Content, or deep link to the Content.

Your license to use the Site includes only personal use, not commercial use. You agree that you will not remove or alter our registered trademark or modify any of the pages or downloaded materials from the Site, other than as needed to use our Services as a consumer.

## **K. Copyright Infringement**

It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the federal Digital Millennium Copyright Act (“DMCA”). This section describes our notice and takedown procedures, listing the information that should be contained in any copyright infringement notice sent to us and identifying our designated agent for receipt of such notice.

### **1. Infringement Notice**

If you believe that the Site copies or reproduces your work in a way that constitutes copyright infringement, or if you believe that your intellectual property rights have been otherwise violated, please provide our designated agent a written notice containing the information listed below.

- Identification of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material or activity that you claim is infringing on your copyrighted work or that you believe we should take down or disable, together with information reasonably sufficient for us to locate the allegedly infringing material or activity.
- Information reasonably sufficient for us to contact you or other complaining party, such as an address, telephone number, or email address.
- The following statement: "I 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."
- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- A physical or electronic signature of the person or entity owning the exclusive right that has been allegedly infringed or of a person authorized to act on behalf of such owner.

### **2. Designated Agent**

Deliver any written infringement notice to the designated agent listed below.

NinjaEdge, Attn: General Counsel  
222 South Riverside Plaza, Suite 2200  
Chicago, Illinois 60606  
[legal@NinjaEdge.com](mailto:legal@NinjaEdge.com)