

# Terms of Service

Last updated: April 5, 2021

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. NOTE THAT SECTIONS OF THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE YOU SHALL NOT USE OUR SERVICES.

This document acts as an agreed upon terms of service ("**Terms**") between you ("**User**" or "**you**") and **BorrowLabs** (all references to the term "BorrowLabs" in these Terms refer to the group of companies, including BORROW LABS LLC, a legal entity incorporated under the laws of California (USA), and CREDEO FINANCE INC, a legal entity incorporated under the laws of the Commonwealth of Virginia (USA), whether together or separately). You accept these Terms when you access BorrowLabs' website <https://borrowlabs.com>, including all subdomains (collectively, the "**Website**") and/or use BorrowLabs' services or any other features, technologies, or functionalities offered by BorrowLabs through the Website or any other means (collectively, the "**Services**"). The Website and the Services are intended to be used only for lawful purposes.

These Terms shall enter into force at the time you first access the Website and/or use Services, regardless of whether you have created any type of account (borrower or other) on the Website, or whether you have applied for Services. If you disagree in whole or in part with any provision of these Terms, you shall cease using the Website and/or any of the Services immediately. By continuing to use the Website and/or any of the Services, you certify that you have read, understood and agree with these Terms and any part thereof. Websites accessible through hyperlinks on the Website do not form an integral part of these Terms (unless otherwise is specifically stated on the corresponding page of the Website). If you are using Services on behalf of any entity, you certify that you are authorized to accept these Terms on such entity's behalf and acknowledge that such entity shall be responsible for any damage arising out of the breach of these Terms by you or any other employee or agent of such entity (and in such an event, all

references to "User" and "you" contained herein shall be construed as referring jointly to you and such entity).

BorrowLabs will provide a notice of any amendment to these Terms by posting any revised document to the Website and updating the "Last updated" field above accordingly, or by any other method we deem appropriate. BorrowLabs is not obligated to provide a notice by any other means. Any change to these Terms will be effective immediately upon such notice and will apply to any ongoing or subsequent use of the Website and/or the Services. If you continue to use the Website and/or the Services after revised Terms are published, you agree to be bound by the revised Terms.

By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Website and/or use the Services.

**Services.** Subject to these Terms, BorrowLabs will provide you with access to the digital platform established and existing on the Website and to certain corresponding limited services, content and/or products provided through the Website ("**Services**") that allow you to:

- a. Apply for real estate business-purpose loans;
- b. Receive informational and other type of support.

Please carefully review these Terms before using the Service. If you violate any of these Terms and associated documents (Privacy Policy, E-Sign Consent Agreement) or otherwise breach any other type of agreement between BorrowLabs and you, BorrowLabs may terminate your registration on the Website and/or prohibit you from using the Website and/or the Services at any time at its sole and absolute discretion, with or without notice.

BorrowLabs provides you with technical means and tools that may be used by you. In using the Website and the Services, you represent and warrant that you have sought or otherwise made yourself familiar with all the necessary information and you have sufficient knowledge and sophistication to evaluate the risks and merits associated with our Services and Website.

In addition to these Terms, you may enter into any other agreements with BorrowLabs or other participants in the course of accessing the Website and/or using the Services. If there is any contradiction between these Terms and another written agreement you have entered into with BorrowLabs applicable to the specific aspects of the Service, the other written agreement shall take precedence in relation to the specific aspects of the Service to which it applies.

**Representations and Warranties.** In connection with the use of Website, Services, setting up an account, or making and/or initiating any type of actions

relating to the Website and/or the Services, you hereby represent and warrant the following:

- a. You are aware of these Terms and other mandatory documents and have acquired sufficient information and understanding about the Website and Services;
- b. You have satisfied yourself as to the full observance of the laws and regulations of your jurisdiction and any other applicable laws and regulations in connection with any use of the Website and the Services;
- c. Your use of the Website and/or the Services will not violate any applicable laws and regulations of your jurisdiction;
- d. You are not a Restricted Person and/or Politically Exposed Person, and you are not acting on behalf of any unrevealed third party, including a Restricted Person and/or Politically Exposed Person;
- e. You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Service that you decide to apply for through the Website;
- f. You have the necessary knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of the Website and/or the Services;
- g. You will not use the Website and/or the Services for any criminal, illegal, or otherwise prohibited purpose, including but not limited to, activities related to money laundering, drug trafficking, human trafficking, weapons trafficking, terrorism, securities fraud, tax evasion, or market manipulation; and
- h. You will not use our Website and/or the Services to assist any other party in such illegal activities mentioned above.

**Disclaimer of Warranties and Guarantees.** BorrowLabs does not guarantee any level of performance or the continued, uninterrupted availability of the Services and the Website. BorrowLabs does not guarantee the accuracy of any information provided on the Website. BorrowLabs hereby disclaims all warranties and representations that are not expressly made in these Terms. You agree that in no case will either BorrowLabs or its affiliates be in any way liable for any damages caused by the interception, loss or alteration of any information sent over the Internet or through any action related to the Website and/or the Services.

BorrowLabs takes every reasonable precaution to prevent and mitigate attacks. However, these problems may still occur from time to time for reasons that are beyond the BorrowLabs' control. If BorrowLabs believes its Website or any of the Services have been compromised or are under attack, BorrowLabs reserves the right to immediately stop the operation of the Website and all Services provided through the Website. BorrowLabs makes no representation and does not warrant the safety or security of the Website and/or the Services, and is not liable for any

damages, lost value or stolen property, regardless of whether BorrowLabs was negligent in providing the appropriate level of security.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY BORROWLABS,

- A. THE WEBSITE AND SERVICES ARE PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE WEBSITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AVAILABILITY, TIMELINESS, QUALITY, STABILITY, ACCURACY OR COMPLETENESS OF THE WEBSITE AND THE SERVICES OR RESULTS OBTAINED BY USING THE WEBSITE AND THE SERVICES, AND QUALITY OF THE WEBSITE AND THE SERVICES;
- B. BORROWLABS DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE AND THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE WEBSITE AND THE SERVICES WILL BE CORRECTED; AND
- C. BORROWLABS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT OUR WEBSITE AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND WE AND OUR AFFILIATES ASSUME NO LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BORROWLABS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE WEBSITE OR THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED BY A REASON OF ANY DEFECT OF SOFTWARE OR BY A REASON ON THE PART OF THE COMPANY OR ITS AFFILIATES, ERROR-FREE OR WILL BE AVAILABLE, ACCESSIBLE, FUNCTIONAL TWENTY FOUR HOURS A DAY OR WILL BE FUNCTIONAL AS IT IS DESIGNED.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

BorrowLabs does not guarantee the accuracy of any user content or third-party services. Although BorrowLabs provides rules for user content publishing, BorrowLabs does not control and is not responsible for what users publish on the Website and/or the Services, and BorrowLabs is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Website and/or the Services or in connection with any user content or third-party services. BorrowLabs is not responsible for the conduct, whether online or offline, of any user of the Website and/or the Services.

BorrowLabs provides no guarantee and does not promise any specific results from the use of the Services in obtaining a loan or anyhow gain any other desired result.

The Website and/or the Services may be temporarily unavailable from time to time due to repair, maintenance, or other reasons. BorrowLabs assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User's communications.

BorrowLabs is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Website and/or the Services or a combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating in or downloading materials in connection with the Website and/or the Services.

Under no circumstances will BorrowLabs or its affiliates be held responsible for any loss or damage, including any loss or damage to any User content or personal injury or death, resulting from anyone's use of the Website and/or the Services, any User content or content from third-party services published on or through the Website or transmitted to Users, or any interactions between Users of the Website and/or the Services, whether online or offline.

BorrowLabs reserves the right to change any and all content contained in the Website and/or the Services at any time, with or without notice.

Reference to any third-party company, products, services, processes or other information on the Website does not constitute or imply endorsement, sponsorship or recommendation thereof by BorrowLabs or any affiliation therewith.

**Registration of an account.** You may be required to register an account on the Website to access some or all of the Services. To register an account, you may be asked to confirm your email address and other information requested by BorrowLabs in a manner deemed suitable and appropriate for BorrowLabs. When registering an account, you represent and warrant that any and all information and documents you provided are up to date, complete, and accurate. You agree to promptly notify BorrowLabs of any changes to any information and/or documents that would cause the information provided upon your account's creation to no longer be up to date, complete, or accurate.

You hereby agree that only you will be accessing and using your account, and you may not transfer the right of its use or to disclose any login credentials to a third party without BorrowLabs' express prior written consent. You agree to take full responsibility for any activity that occurs through the use of your account and you may not transfer any such responsibility to any third party. You agree to notify

BorrowLabs in the event that you discover or suspect any security breaches or vulnerabilities related to the Website and/or the Services.

Unless your account is opened on behalf of an entity, you will use the Services and your account only for your own purposes and not on behalf of, or for the purposes of, any third party. If your account is opened on behalf of an entity, you will use the Services and your account solely for the purposes of the specific entity you represent.

When this may be required by applicable laws and/or at BorrowLabs' sole discretion, you may be asked to provide proof of identity and residence verification and pass any other screening procedures regarding you, your account, etc. If you refuse to provide such information/documents or if it will be determined that you otherwise may not use Website and/or the Services for any reason, you will be denied using the Website and/or the Services without any liability for BorrowLabs. BorrowLabs will have no liability or responsibility for any permanent or temporary inability to access or use the Website and/or any of the Services, including your inability to interact with service providers and/or other users through the Website, as a result of any identity verification or other screening procedures.

**BorrowLabs Does Not Provide Legal, Financial or Other Professional Advice.** In no way should BorrowLabs' provision of Services and/or materials (or content) published on the Website be considered legal, financial or any other kind of specialized or expert advice, and you may not rely on any such information. In using the Website and/or the Services, you represent and warrant that you have sought any necessary legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to independently evaluate the risks and merits associated with Services and the Website. You represent and warrant that you understand that any recommendations or comments made by BorrowLabs or its employees or other Users should be considered of general nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statements. BorrowLabs gives no assurance as to the accuracy or completeness of any such statement. Any information displayed and/or published on the Website and/or provided through the Services is for informational purposes only, and you hereby represent and warrant that any and all of your actions/omissions that are based on such information may be associated with a high degree of risk. The list of risk factors below in these Terms is not exhaustive and there may exist other risks, which BorrowLabs cannot reasonably foresee at present. You hereby irrevocably waive, release, and discharge all claims, whether known or unknown to you, against BorrowLabs and its shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives related to any of the risks set forth herein.

**Qualifications of User in Order to Use the Website and the Services.** You hereby represent and warrant that you are at least eighteen (18) years of age, are legally eligible to use the internet and services similar to those provided by the BorrowLabs (according to the laws of any relevant jurisdiction in which you reside) and have not had your right to use the Services previously suspended or revoked by BorrowLabs. By accessing the Website and/or using the Services, you hereby agree to abide by all of these Terms. If you violate any of these Terms, or otherwise breach any other agreement between you and BorrowLabs, or for any other reason, BorrowLabs may terminate your account, delete your profile as well as any content or information that you have posted on the Website, and/or prohibit you from using or accessing the Website and/or the Services at any time at BorrowLabs' sole discretion, with or without notice, including without limitation, if BorrowLabs believes that you are under 18 years of age. You agree that BorrowLabs will not be liable to you or any third party for any termination of your account.

You may not use the Website and/or the Services if you are located in, or are a citizen or resident (for tax or any other purposes) of any state, country or another jurisdiction where the use of the Website and/or the Services would be illegal or prohibited or otherwise violate any applicable laws and regulations.

You agree to comply with these Terms even if BorrowLabs' methods to prevent the use of the Website and/or the Services by unauthorized Users are not effective or can be bypassed.

When registering on the Website, you must:

- a. provide true, accurate, current and complete information about yourself as requested by BorrowLabs' registration forms (such information being the "**Registration Data**");
- b. maintain and promptly update the Registration Data, and any other information you provide to us, to keep it true, accurate, current, and complete; and
- c. be fully responsible for the use of your account and for any actions that take place using your account.

**User Identity Verification.** Each User must be ready to verify their identity by providing the following information:

- a. government-issued ID (such as driver's license, identification card, or travel passport); and
- b. information from a successfully completed electronic check transaction; and
- c. a credit report; and
- d. tax documents; and
- e. other information designed to authenticate and confirm your identity and status.

To gain access to the Services, each User may be requested for: Loan Application, ID, publicly available information filed with a federal, state or local regulatory body, third-party information including Forms W-2, Forms 1099, Schedule K-1 of Form 1065, filed Forms 1040, information disclosed in industry or trade publications, written confirmations from broker-dealers, licensed attorneys or certified public accountants, banking statements, brokerage statements, credit reports, certificates of deposit, tax assessments or appraisal reports issued by independent third parties, and other documents.

**User Name and Password.** During the registration process you will create a user name and password. You are responsible for keeping your user name and password secure and confidential. You are liable for any charges, damages or losses incurred by you or BorrowLabs as a result of your failure to keep your user name and password confidential. If you believe there has been unauthorized use of your user name or password, you must notify BorrowLabs immediately at [help@borrowlabs.com](mailto:help@borrowlabs.com).

**User-Generated Content.** When accessing the Website and/or using the Services, BorrowLabs at its sole discretion may provide you with the right to submit content (text, graphics, pictures, images, etc.) that may be displayed on the Website and/or may be accessible through the Services by you and other Users. You hereby represent and warrant that you have all necessary rights in and to any content that you submit or otherwise post, that such content does not infringe on any intellectual property rights or any other rights of third parties, that all such content is accurate and will not cause injury or damages to any person, and that you will not hold liable and will indemnify BorrowLabs and any of its affiliates and their shareholders, members, directors, officers, employees, vendors, content providers, agents and representatives against any and all claims arising out of or in connection with the content you submitted. Once you submit or otherwise post such content, you expressly grant BorrowLabs and other Users the complete, worldwide, royalty-free, fully sublicensable and irrevocable right to quote, repost, use, reproduce, modify, adapt, publish, translate, create derivative works from, display, distribute, transmit, and broadcast such content, including, without limitation, the name you submit in connection with such content, in any form, with or without attribution to you, and without any notice, restrictions or compensation to you of any kind. BorrowLabs reserves the right to immediately remove any content that may be considered, at its sole discretion, in violation of the rights of any third party. Any User content you contribute to the Website becomes public upon your submission of the information. User content posted in the public areas of the Website may appear in public search results and may be accessed by everyone on the Internet, which you should take into consideration before submitting User content to the public areas of the Website.



Website and/or the Services may contain links to other websites, merchandise, and services provided, owned or operated by third parties. These links do not imply BorrowLabs' endorsement or approval of any third-party services or any related materials. Third-party websites and/or services are not under BorrowLabs' control, and BorrowLabs is not responsible for the availability, content, products, services, advertising, or other materials available on such third-party websites and/or services. All matters concerning third-party websites and/or services are solely between you and such third party. BorrowLabs makes no warranties or representations whatsoever with regard to any third-party websites and/or services and neither is BorrowLabs responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party websites and/or services.

**User Rights.** If you comply with these Terms, you will have a limited, non-exclusive, non-transferable, and revocable license to access and use both the publicly available and password-protected areas of the Website, provided you only use it for its intended purpose. If you comply with these Terms, you shall have a worldwide, royalty-free, non-transferable license to share the link to the publicly available areas of the Website, provided that the link is shared for the intended purpose of the Website. Except as specifically allowed, you may not copy, modify, distribute, transmit, display, reproduce, publish, license, transfer or sell any content or any information included on the Website.

**Restrictions on Data Collection.** Without our prior written consent, you may not:

- a. Use any automated means to access the Website or collect any information from the Website (including, without limitation, data mining tools, robots, spiders, scripts or other automatic devices or programs);
- b. Place pop-up windows over the Website's pages, or otherwise affect the display of the Website's pages;
- c. Engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
- d. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any of BorrowLabs' shareholders, members, directors, officers, employees, agents, vendors, content providers, representatives, and clients;
- e. Use data provided by BorrowLabs, regardless of the manner in which it has been provided, for any competing uses or purposes;
- f. Use the Website in any manner that violates applicable law or that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.

BorrowLabs may terminate, disable or restrict your access to, or use of, the Website and the Services at any time without notice for any reason, and with or without cause, at BorrowLabs' sole discretion.

**User Representations.** You represent, warrant and agree that no materials of any kind submitted through your account or otherwise published, posted or shared by you through the Website and/or the Services will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of other Users of the Website and/or the Services by electronic or other means for any purpose. Additionally, you agree not to use automated scripts to collect information from the Website and/or the Services for any purpose. You further agree that you may not use the Website and/or the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website and/or the Services. In addition, you agree not to use the Website and/or the Services in the following manner (the list is not exhaustive):

- a. To upload, post, transmit, share, store or otherwise make available any content that BorrowLabs or any applicable laws deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- b. To interfere with or disrupt the Website and/or the Services or servers or the network connected to the Website and/or the Services, or disobey or violate any requirements, procedures, policies or regulations of networks connected to the Website and/or the Services;
- c. To register more than one account, register an account on behalf of an individual other than yourself, or register an account on behalf of any group or entity unless you are an authorized agent of that business or entity with authority to register an account on its behalf;
- d. To impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- e. To upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;
- f. To upload, post, transmit, share, store or otherwise make publicly available on the Website and/or the Services any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. To access personally identifying information of other Users without the permission of such Users;

- h. To solicit personal information from anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- i. To upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j. To intimidate or harass other Users;
- k. To upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, or any regulations having the force of law;
- l. To harvest or collect email addresses or other contact information of other Users from the Website and/or the Services by electronic or other means;
- m. To advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- n. To further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- o. To use or attempt to use another's account, service or system without our written authorization, or create a false identity on the Website and/or the Services;
- p. To upload, post, transmit, share, store or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Website and/or the Services, or which may expose BorrowLabs or its Users to any harm or liability of any type; or obtain or attempt to access or otherwise obtain any materials or information through any means not specifically and intentionally made available or provided through the Website and/or the Services;
- q. To use an account opened in the name of a business or entity for the benefit of a different person, business or entity;
- r. To use an account or the Website and/or the Services for any unlawful purpose; or
- s. To represent that you are in any way affiliated with BorrowLabs without our prior written consent.

**Copyright Complaints.** If you believe that any material on the Website and/or the Services infringes upon any copyright which you own or control, you may send a written notification of such infringement to BorrowLabs on [legal@borrowlabs.com](mailto:legal@borrowlabs.com).

**Repeat Infringer Policy.** If you believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium

Copyright Act ("**DMCA**") by providing BorrowLabs with the information in writing as outlined in 17 U.S.C 512(c)(3). You hereby acknowledge that if you fail to comply with all of the requirements of 17 U.S.C. 512 (c)(3), your DMCA notice may not be valid.

In accordance with the DMCA and other applicable laws, BorrowLabs has adopted a policy of terminating, in appropriate circumstances and at BorrowLabs' sole discretion, the memberships or accounts of Users who are deemed to be repeat infringers. BorrowLabs may also at its own discretion limit access to the Website and/or Services and/or terminate the accounts/memberships of any Users who infringe on any intellectual property rights of others, whether or not there is any repeat infringement.

To meet the notice restrictions under the DMCA, the notification must be a written communication that includes the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. 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;
- d. Information reasonably sufficient to permit BorrowLabs 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;
- e. A statement that the complaining party has 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
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner.

**BorrowLabs' Intellectual Property.** All of the design, text and graphics on our Website, the technology and software underlying the Website and the Services or distributed, published and/or transmitted in connection therewith are the property of BorrowLabs and/or its affiliates (the "**Software**"). You hereby agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software and/or relating to the Software. Any rights not expressly granted herein are reserved exclusively by BorrowLabs.

Any use of the Website and/or the Services and/or the content of the Website and/or the Services other than as specifically authorized herein, without BorrowLabs' prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications, regulations, and statutes. Unless expressly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by BorrowLabs at any time without notice and with or without cause.

**BorrowLabs' Trademark Rights.** BorrowLabs' trademarks and other graphics, logos, designs, page headers, button icons, scripts and service names are registered, non-registered and common law trademarks or trade dress of BorrowLabs in the territory of the U.S. and/or other countries. BorrowLabs' trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product and/or service in any manner that is likely to cause confusion, and may not be copied, imitated, or used, in whole or in part, without BorrowLabs' prior written permission.

The design, features, text and graphics of the Website and/or the Services are copyrighted 2021 by BorrowLabs, all rights reserved. The images, text and all elements of the Website and/or the Services are BorrowLabs' intellectual property and may not be used without BorrowLabs' prior written permission. All third-party product names and company names or logos included on the Website and/or the Services are the property of their respective owners. You may not copy, modify, upload, post, transmit or distribute any material, including code, from the Website and/or the Services, except as specifically permitted by these Terms. Unauthorized use constitutes copyright and/or trademark infringement.

You may not use any part of the Website and/or the Services to create a similar or competing platform. Any use of the Website and/or the Services not specifically permitted by these Terms is prohibited and constitutes a breach of these Terms.

**Consent to Electronic Transactions and Disclosures.** BorrowLabs platform is established and existing on the Website and is providing Services through the Website via the Internet, thus you must consent to conduct business with BorrowLabs and receive disclosures in electronic form. You agree to receive electronically all documents, communications, notices, contracts, and agreements, including, but not limited to, any IRS Form 1099, related to:

- a. Any loans you may request or receive through the use of the Website and/or the Services;
- b. Your registration as a User on BorrowLabs' Website;
- c. Any loans you may receive with the use of the Website and/or the Services;
- d. Your use of Services; and

- e. The servicing of your loan, (each, a "**Disclosure**").

The term "IRS Form 1099" refers to any Form 1099 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically. The decision to do business with BorrowLabs electronically is solely yours. This document informs you of your rights concerning any Disclosures. Before you decide to do business electronically with BorrowLabs, you should consider whether you have the required hardware and software capabilities described below.

**Electronic Communications.** Any Disclosures will be provided to you electronically through the Website and/or the Services or via electronic mail (or other means of electronic communications indicated by you upon your account registration) to the email address you provided. If you require paper copies of such Disclosures, you may write to BorrowLabs at [legal@borrowlabs.com](mailto:legal@borrowlabs.com), and a paper copy will be sent to you.

If you do not consent to receive an IRS Form 1099 electronically, a paper copy of any IRS Form 1099 required to be delivered to you at no cost after the effective time of your failure to consent or revocation of consent will be sent to you. However, a fee may be charged for any additional or replacement copies of such IRS Form 1099. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. Any IRS 1099 forms provided electronically will remain accessible through at least October 15 of the year in which such IRS 1099 form was made available; after that time the IRS 1099 form may no longer be accessible electronically. BorrowLabs may discontinue electronic provision of Disclosures at any time at BorrowLabs' sole discretion.

**Scope of Consent.** Your consent to receive Disclosures and transact business electronically, and BorrowLabs' agreement to do so applies to any transactions between you and BorrowLabs to which such Disclosures relate. Your consent will remain in effect for as long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

**Hardware and Software Requirements.** In order to access and retain Disclosures electronically, you will need: a computer with any of the following operating systems: Windows XP or higher, OS X (Apple Macintosh) or higher; an Internet connection with an internet browser that is compatible with and supported by your operating system (i.e. Internet Explorer 10 or higher, Firefox 31.2 or higher, Google Chrome 38 or higher, or Safari 6.2 or higher); Software that accurately

reads and displays \*.pdf files (such as Adobe Reader 8.0 or higher); a printer and/or storage device if you wish to print or retain any electronic documents.

**Additional Mobile Technology Requirements.** If you are accessing the Website and/or the Services and the Disclosures electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. These applications can be found for most mobile devices in the device's respective "app store." If you do not have these capabilities on your mobile device, please access the Website and/or the Services through a device that provides these capabilities.

**Withdrawing Consent.** You may withdraw your consent to receive Disclosures electronically by contacting BorrowLabs at the address below. However, once you have withdrawn your consent, you will not be able to submit loan requests through the Website and/or the Services. If you have a pending loan request on the Website and/or the Services when you withdraw your consent to receive Disclosures electronically, BorrowLabs will terminate your request and remove it from the Website and/or the Services. If you have already received a loan, all previously agreed to terms and conditions will remain in effect, and BorrowLabs will send Disclosures to the home address you provided when applying for a loan through the Website or the Services or updated in your account thereafter.

If you withdraw your consent to receive IRS 1099 forms electronically, BorrowLabs will confirm your withdrawal and its effective date in writing by email. Such withdrawal will take effect for the calendar year in which it is made as long as such withdrawal is made before November 1 of such calendar year.

Contact Us (regarding Electronic Disclosures). You can contact BorrowLabs via:

- a. Email: [legal@borrowlabs.com](mailto:legal@borrowlabs.com);
- b. Phone: (424)337-1171; or
- c. At mailing address: BorrowLabs, 8383 Wilshire Blvd, Ste 430, Beverly Hills, CA 90211.

You will keep BorrowLabs informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify BorrowLabs of the change by making according changes in your account information. You also agree to update your registered residence address and telephone number on the account on the Website, should they change.

You will print a copy of these Terms for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Website and/or the Services.

**Cellular Phone Contact Policy.** By providing BorrowLabs with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications, including but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from BorrowLabs and its affiliates and third parties at that number, about any Services offered by BorrowLabs. This express consent applies to each such telephone number that you provide to BorrowLabs now or in the future. Calls and messages may incur access fees from your mobile services provider. You understand that you need not provide this consent as a condition of obtaining Services from BorrowLabs, and that you may decline to provide or revoke your consent at any time by emailing to [help@borrowlabs.com](mailto:help@borrowlabs.com) or by any other method stated above that reasonably ensures BorrowLabs receives your revocation.

**Monitoring and Recording Communications.** By providing BorrowLabs with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications, including but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from BorrowLabs and its affiliates and third parties at that number, about any Services offered by BorrowLabs. This express consent applies to each such telephone number that you provide to BorrowLabs now or in the future. Calls and messages may incur access fees from your mobile services provider. you understand that you need not provide this consent as a condition of obtaining Services from BorrowLabs, and that you may revoke your consent at any time.

**Promotions.** From time to time, BorrowLabs may offer promotions or special opportunities ("**Promotions**") on Website. The Promotions may come in the form of incentives, such as, without limitation, credits or fee discounts. BorrowLabs may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any Promotion in BorrowLabs' sole discretion, and BorrowLabs reserves the right to cancel any active Promotion at any time. BorrowLabs also reserves the right to withhold or deduct credits or benefits obtained through a Promotion in the event that BorrowLabs determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms.

As part of a Promotion, BorrowLabs may offer you incentives to refer third parties, including real estate agents, to the BorrowLabs' community.



**User Disputes.** You are solely responsible for your interactions with other Users. BorrowLabs reserves the right, but has no obligation, to monitor disputes between you and other Users. While BorrowLabs may monitor claims that involve you and other Users, BorrowLabs has no obligation to become involved.

If you become involved in such a dispute, and BorrowLabs' provision of the Services and substance of the Website are not a substantial factor in creating such a dispute, then you release BorrowLabs, its affiliates and other third parties from claims, demands, and damages every kind and nature, known and unknown, arising out of or connected with such dispute.

**Confidentiality and Confidential Information.** "Confidential Information" is information that is:

- a. Non-public; and/or
- b. Designated as "confidential" by BorrowLabs; and/or
- c. Available only to BorrowLabs and/or some types of Users (as specified above), and/or
- d. A reasonable investor should understand that corresponding information is confidential.

The Website and the Services contain Confidential Information of BorrowLabs, its affiliates and third parties. BorrowLabs does not allow disclosure of this information to anyone, and BorrowLabs does not permit you to use such information for any purpose other than participating in the Services.

Confidential Information includes non-public information that BorrowLabs and/or its partners and/or its affiliates and/or third parties furnish or otherwise make available to Users with respect to the Services offered through the Website, including but not limited to, appraisals, reports, insurance policies, forecasts, memos, studies and any other written or electronic materials prepared by BorrowLabs and/or its partners and/or its affiliates and/or third parties.

Confidential Information of BorrowLabs contains (or may contain) information that may be available to third parties with respect to the Services and/or the Website, including but not limited to, loan terms, borrower names, lender names, property information (including, without limitation, addresses of properties), information relating to lenders, partners and third-party business and companies, business or strategic plans, pricing, lease terms, renderings, site plans, pro-formas, loan agreements, purchase and sale agreements, leases, title insurance reports or policies, information on comparable properties, tenant information, vendor names, and customer lists.

**Non-Disclosure.** You agree to not disclose any Confidential Information, and you shall not use such Confidential Information except as specifically permitted by

these Terms. You agree to use at least a reasonable standard of care and diligence in safeguarding the Confidential Information.

**Non-Circumvent.** You agree not to contact, directly or indirectly, any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of said parties, unless such contact is made on the Website, using the features of the Website, or through the Services.

**Exceptions.** Your obligations in connection with Confidential Information under these Terms do not apply to Confidential Information which you can demonstrate:

- a. Was discovered or developed by you independently without reliance on the Confidential Information; and/or
- b. Is required to be disclosed by law, provided that you promptly notify BorrowLabs so that we can have the opportunity to obtain relief in connection with such disclosure.

**Reservation of Rights.** BorrowLabs' intellectual property is protected by the U.S. and international copyright and other laws, and BorrowLabs and its affiliates retains all rights with respect to the content of the Website and the Services therein provided. You agree not to publish, copy, display, modify, create derivative works from, or exploit BorrowLabs' intellectual property except as specifically permitted herein.

**Monitoring.** BorrowLabs is under no obligation to monitor the information contained in or transmitted through the Website and/or the Services. You agree that BorrowLabs may monitor the Website and/or the Services, including but not limited to:

- a. In order to comply with applicable laws, regulations or other government requests; and/or
- b. For such other purposes as BorrowLabs deems appropriate.

BorrowLabs reserves the right to modify, reject or eliminate any information contained in or transmitted through the Website and/or the Services that BorrowLabs believes is unacceptable or in violation of these Terms.

**Links to Other Sites.** The Website and/or the Services may contain links or other connections to websites operated by third parties. BorrowLabs is not responsible for such websites. BorrowLabs' inclusion of such links should not be construed as

an endorsement of the material on such websites. Your use of the Website and/or the Services to link to other websites is at your own risk.

**Liability and Limitation on Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- a. IN NO EVENT WILL BORROWLABS OR ANY ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE WEBSITE AND/OR THE SERVICES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND
- b. IN NO EVENT WILL THE AGGREGATE LIABILITY OF BORROWLABS AND ITS AFFILIATES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE WEBSITE AND/OR THE SERVICES, EXCEED THE AMOUNT YOU PAY TO BORROWLABS FOR BORROWLABS' SERVICES FEE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU, AND BORROWLABS' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF BORROWLABS AND ITS AFFILIATES FOR ANY DAMAGES THAT ARISE OUT OF, OR ARE CONNECTED WITH, ANY OF THE OCCURRENCES DESCRIBED ABOVE EXCEEDING THE GREATER OF \$50 OR BORROWLABS' FEES FOR SERVICES THAT YOU PAID TO BORROWLABS FOR THE SERVICE BORROWLABS PROVIDED DURING THE MONTH DURING IN WHICH THE INCIDENT OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF BORROWLABS AND OUR AFFILIATES.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS PROVIDED IN THESE TERMS, IN NO EVENT WILL BORROWLABS OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE AND/OR THE SERVICES OR ANY OF THE SERVICES, CONTENT OR OTHER MATERIALS POSTED ON OR ACCESSED THROUGH THE WEBSITE, EVEN IF BORROWLABS IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAW OR OTHER LAWS, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM BORROWLABS, ITS AFFILIATES OR THEIR DIRECTORS, MANAGERS, OFFICERS, STOCKHOLDERS, MEMBERS, PARTNERS, EMPLOYEES OR REPRESENTATIVES, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**Release.** To the fullest extent permitted by applicable law, you release BorrowLabs, its affiliates and its or their shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives from responsibility, liability, claims, demands and/or damages (actual and consequential) of any and every kind and nature, known or unknown (including but not limited to, claims of negligence), arising out of or related to disputes between you and other Users of the Website and/or the Services and the actions or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

**Governing Law and Arbitration.** By visiting or using the Website and/or the Services you agree that the laws of the State of California (USA), without regard to any principles of conflict of laws, will govern these Terms. You and BorrowLabs agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within Los Angeles, California (USA).

**Arbitration, Waiver of Jury Trial and Class Action Rights.** At our or your choice, all disputes, claims, or controversies ("**Claims**") arising out of or relating to the following shall be resolved by final and binding arbitration to be conducted before the American Arbitration Association ("**AAA**"), or its successor:

- a. Claims arising out of or relating to any aspect of the relationship between you and BorrowLabs, including but not limited to, your use of the Website and/or the Services, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- b. Claims that arose before this or any prior agreement (including but not limited to, claims relating to advertising);
- c. Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- d. Claims that may arise after the termination of these Terms.

Unless otherwise agreed by the parties, arbitration will be held in Los Angeles, California before a single arbitrator mutually agreed upon by the parties, or, if the parties cannot mutually agree, a single arbitrator appointed by AAA, and will be conducted in accordance with the current rules and regulations promulgated by AAA, unless specifically modified in the Terms.

The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's reasoned decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction. The arbitrator may award declaratory or injunctive relief 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.

YOU AND BORROWLABS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and BorrowLabs agree otherwise in

writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

In addition, you agree that, by entering into these Terms, you and BorrowLabs are each waiving the right to a trial by jury or to participate in a class action. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms.

Notwithstanding the provisions of the introductory section above, if we change this "Arbitration" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us a written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of BorrowLabs' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and BorrowLabs in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

You understand that you may consult with counsel about agreeing to arbitration or any other of these Terms, and you agree that by using the Website and/or the Services, you are voluntarily accepting these Terms.

**Termination.** With notice to BorrowLabs, you may terminate your account on the Website and/or the Services for any reason at any time. BorrowLabs may terminate your access to the Website and/or the Services for any reason at any time, with or without notice. BorrowLabs may immediately suspend or terminate your account if you abuse or misuse the Website and/or the Services or engage in behavior that, in BorrowLabs' sole and absolute discretion, appears contrary to the purpose of the Website and/or the Services. If you violate any of these Terms, BorrowLabs may immediately terminate your limited license to use the Website and/or the Services.

**Other Agreements.** In addition to these Terms, you are bound by the terms of each of the other agreements to which you agree as a user of the Website and/or the Services, without limitation.

You agree that no joint venture, partnership, employment or agency relationship exists between you and BorrowLabs as result of these Terms or your use of the Website and/or the Services. You further agree that BorrowLabs can assign these Terms, in whole or in part, at our sole discretion. You may not assign your rights or obligations under these Terms without the written permission from BorrowLabs. If any provision of these Terms is found to be invalid by any court with appropriate jurisdiction, the invalidity of such provision shall not affect the validity of the other provisions of these Terms, which shall remain in full force and effect. If BorrowLabs fails to act with respect to a breach of these Terms, such inaction

does not waive BorrowLabs' right to act with respect to that breach or subsequent breaches.

**Indemnity.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD BORROWLABS, AND ITS AFFILIATES AND THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VENDORS, CONTENT PROVIDERS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, CLAIMS, DEMANDS, ACTIONS, LOSSES, EXPENSES AND LIABILITIES OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEYS' FEES) (COLLECTIVELY, THE "**DAMAGES**") INCURRED OR SUFFERED BY BORROWLABS, AND ITS AFFILIATES AND THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VENDORS, CONTENT PROVIDERS AND REPRESENTATIVES ARISING OUT OF, OR IN CONNECTION WITH, ANY THIRD PARTY CLAIM, DEMAND OR ACTION, INCLUDING ANY CLAIM, DEMAND OR ACTION (COLLECTIVELY, THE "CLAIMS") MADE BY ANY THIRD PARTY TO THE EXTENT SUCH ACTIONS ARE BASED UPON OR ARISES OUT OF OR IN CONNECTION WITH:

- a. THESE TERMS, REPRESENTATIONS OR WARRANTIES OR ANY BREACH THEREOF BY YOU;
- b. UNAUTHORISED USE OF YOUR ACCOUNT;
- c. ANY ACTION TAKEN OR OMISSION MADE BY YOU IN CONNECTION WITH THE WEBSITE AND/OR THE SERVICES;
- d. ANY USE OF BORROWLABS' WEBSITE AND / OR SERVICES BY YOU;
- e. ANY TRANSACTION;
- f. ANY ACTION, OMISSION OR DELAY ON YOUR PART IN CONNECTION WITH ANY DISPUTE;
- g. ANY FAILURE BY YOU TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS OR INSTRUCTIONS AND/OR RECOMMENDATIONS PROVIDED TO YOU BY BORROWLABS, ANY YOUR INFRINGEMENT OF BORROWLABS' OR OUR AFFILIATES' INTELLECTUAL PROPERTY;
- h. ANY VIOLATIONS OF THE LAWS OR REGULATIONS OR VIOLATIONS OF ANY RIGHTS OF ANY OTHER PERSON OR ENTITY MADE BY BORROWLABS AND ITS AFFILIATES; and
- i. ANY ACTIONS TAKEN OR OMISSIONS MADE BY YOU.

**Submissions.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("**Submissions**"), provided by you to BorrowLabs via the Website and/or the Services is non-confidential and shall become the sole property of BorrowLabs, and you hereby make all assignments necessary to accomplish such ownership. BorrowLabs shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these

Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Other Matters.** These Terms constitute the entire agreement between you and BorrowLabs and govern your use of the Website and/or the Services, superseding any prior agreements between you and BorrowLabs with respect to the Website and/or the Services. You may also be subject to additional terms and conditions that may apply when you use affiliates' or third-party services, third-party content or third-party software.

The failure of BorrowLabs to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings 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. You may not assign these Terms without the prior written consent of BorrowLabs, but BorrowLabs may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. BorrowLabs may also provide you with notices of changes to these Terms or other matters by displaying notices or links to notices generally on the Website and/or the Services.

Except as specifically contemplated by these Terms, no representations, statements, consents, waivers or other acts or omissions by BorrowLabs shall be deemed legally binding on BorrowLabs, unless stated and documented in writing. BorrowLabs makes no representation that the Website and/or the Services are appropriate or may legally be viewed as such in the nation, state, or other jurisdiction in which you are located. Access to the Website and/or the Services is prohibited from jurisdictions where the Website and/or the Services or their content is illegal.

**No Class Arbitration, Class Action or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and BorrowLabs and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which any individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action,



whether within or outside of arbitration, or on behalf of any other individual or group of individuals. All Disputes arising in connection with these Terms, or further agreements resulting therefrom, shall be settled and finally resolved by an arbitration established in accordance and under the rules of the place where BorrowLabs is incorporated.

**Survival and Severability.** If any provision of these Terms is deemed illegal, invalid or otherwise unenforceable or invalid for any reason, then that provision will be severed, and the rest of these Terms will remain intact and enforceable.

**Integration.** Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. Any ambiguities in these Terms shall be construed in the light most favorable to BorrowLabs.

**Act of God.** BorrowLabs' performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts or omissions of any third party, including but not limited to, failures of any currently existing or future technologies and/or software failures used in the Website and/or the Services and/or in the course of their respective utilization.

**Notices.** You agree that email you provided when registering your account on the Website is valid for any notices and communications under these Terms. Any notices and communications posted by BorrowLabs in your account on the Website will be considered as duly delivered once posted.

**Change of Terms.** BorrowLabs may amend these Terms at any time and at its own discretion by posting an updated version on Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.

**Contact Us.** If you have any questions about these Terms, please contact us at [legal@borrowlabs.com](mailto:legal@borrowlabs.com).

BorrowLabs

2021