

## TERMS OF USE

Car Title Loans (“Company”) provides Internet based services through which it matches qualified individuals with lenders who may offer financing to such individuals all subject to these terms of use (“Terms of Use”) and other applicable agreements.

These terms of use (“Terms of Use”) specified herein govern this Website (“Website”), all other Company Websites (each of which will have an accompanying copy of these Terms of Service), and the services provided by Company (collectively, the “Company Services”). We recommend reading these Terms of Use carefully before submitting any information through Company’s Websites and/or using any Company Services.

Your privacy is very important to us. We designed our accompanying Privacy and Security Policy to provide important disclosures about how we collect and use the information you provide us. We encourage you to read our Privacy and Security Policy to help make informed decisions. This Terms of Use expressly incorporates our Privacy and Security Policy as part of the Terms of Use.

By visiting the Website, submitting information through the Website, and/or using any of the Company Services, you shall have affirmed that you have read, agree and consent to all of the Terms of Use specified herein and further agree to be bound by them. As such, these Terms of Use represent a binding, legal agreement between you and Company.

### **Must Be 18 Years or Older**

The Site is neither intended for, nor directed to, children under the age of 18. If Company learns that a person who registers on the Site is under the age of 18, Company will promptly delete that individual’s registration.

## **1. General**

### **1.1 Definitions**

1.1.1 “Account” shall mean any account with Company for any particular Company Service.

1.1.2 “Company” means Car Title Loans, its employees, agents, parents, subsidiaries, and affiliates.

1.1.3 “Company Content” means all content on the Website and available through the Company Services.

1.1.4 “Company Services” means the Website, all Company’s Websites, and the services provided by Company.

1.1.5 “Company Trademarks” means any trademarks, tradenames, logos, and other commercial designs of Company or licensed to Company, whether or not formal registration exists including, but not limited to, Company.

1.1.6 “Consumer” means any individual or entity that visits the Website. Where applicable, the term “Consumer” shall encompass all customers.

1.1.7 “Content” means all material appearing on the Website or through the Website Services.

1.1.8 “Customer” means any Consumer using the Website, Website Services, and/or Company Services.

1.1.9 “Participating Lenders” means any financial institution or lender with which Company contracts and to which Company directs customers for purposes of borrowing funds.

1.1.10 “Software” means any necessary software used in connection with the Company Services.

1.1.11 “Strategic Partners” means those Participating Lenders to whom we provide your information for purposes of providing you with the Company Services.

1.1.12 “Text Messages” means plain text SMS messages, multimedia rich MMS, and/or any future messaging technologies.

1.1.13 “Text Notifications” means any text message communication from us to you pertaining to Company Services including, but not limited to, any application you submit to Company, any account you obtain with Company, account or payment information, marketing and promotions, due date reminders, delinquent accounts, coupons, and other marketing material.

1.1.14 “Website” means all of the information and content (in any format whatsoever) accessible through this particular website at the domain identified above.

1.2 By visiting the Website, submitting information through the Website, and/or using any of the Company Services, you shall have affirmed that you have read, agree and consent to all of the Terms of Use specified herein and further agree to be bound by them.

1.3 All parties explicitly agree that the use of the Website and Company Services shall be pursuant to these Terms of Use. Company shall not be bound by any additional or different terms provided by any Consumer or Customer.

1.4 The Terms of Use shall be considered and construed as a binding agreement between you and Company.

1.5 The Terms of Use comprises the entire agreement between you and Company, superseding any prior agreements. Please note that you may be subject to additional rules and regulations that may apply when you apply for and use specific Company Services. Any such

additional rules and regulations shall be explicitly referenced herein and considered as incorporated within the Terms of Use.

1.6 These Terms of Use contain disclaimers (particularly Sections 9, 10, 11, and 12) as well as exclusive remedy provisions (including Section 11, 12, and 14.4).

## **2. Modifications to Terms of Use.**

2.1 Because the Internet remains a dynamic communications forum and the law on Internet and online commerce remains just as dynamic, the Parties understand that Company may alter, amend, change, waive, terminate or modify any term contained within its Terms of Use at any time provided that:

2.1.1 Should Company alter, amend, change, waive, terminate or modify any term contained within these Terms of Use, it shall provide notice by:

- (a) Posting the new Terms of Use to the Website, particularly [www.goezs.com/terms](http://www.goezs.com/terms)
- (b) electronic mail (where available and applicable) or other means pursuant to these Terms of Use; and/or
- (c) as otherwise required by law.

2.1.2 Upon Notice, any Customer may elect to terminate use of any of the Company Services. Should a Customer continue to use any of the Company Services, such continued use shall constitute acceptance of the altered, amended, changed, waived, terminated or modified Terms of Use.

2.1.3 Should the Customer accept the altered, amended, changed, waived, terminated or modified Terms of Use, the Customer's use of the Company Services shall proceed under the new Terms of Use.

2.1.4 Further, should the Customer accept the altered, amended, changed, waived, terminated or modified Terms of Use, the Customer shall execute any document presented to the Customer memorializing such acceptance. However, the absence of such a document shall not affect the enforceability of, and Company's reliance upon, Customer's acceptance.

2.2 You agree to review the Terms of Use and the relevant rules and regulations periodically to be updated of any such changes.

2.3 The act of placing a web page (identified by an URL) into a temporary file on your browser so that you may return to that page at a future date directly, without passing through certain preceding pages ("bookmarking"), may under certain circumstances result in the bypass of links to the Terms of Use. You hereby agree that any use of such bookmarks or bookmarking to bypass any web pages to enter into the Website and Company Services constitutes acceptance of the Terms of Use and our Privacy and Security Policy.

2.4 Please note again that your continued use of the Company Services following the

changes of the Terms of Use constitutes acceptance of all such changes.

### 3. Company Services.

3.1 Description of Company Services. Company provides Internet based services through which it matches qualified individuals with lenders who may offer financing to such individuals. Company provides Company Services through the Website, Company Services, and all other features, products and services offered through Company from time to time.

3.2 No Guarantees of Loans. Company does not guarantee that any particular Consumer or Customer will be provided financing.

### 4. Consumer and Employer Conduct

4.1 The Website and all Company Services shall be used for lawful purposes only.

4.2 You agree to provide Company with true, accurate and current information as requested when submitting information for purposes of obtaining any of the Company Services. Failure to do so shall constitute a breach of these Terms of Use.

4.3 You shall be solely and entirely responsible for any and all use of the Company Services through your computer. You must promptly inform Company of any apparent breach of security.

4.4 The Website Services and the Company Services shall not be used for any of the following:

4.4.1 Intentionally or unintentionally violating any applicable local, state, national, or international law, or any rules or regulations thereunder;

4.4.2 Intentionally violating any intellectual property rights of a third party;

4.4.3 Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, spyware, or any other computer programming routines that may damage, interfere with, secretly intercept, or seize any system, program, data, or personal information;

4.4.3.1 Company maintains a strict policy forbidding any spam or misuse of email services within its Company Services.

4.4.4 Seeking to obtain private financial information from any Consumer;

4.4.5 To impersonate any other individual; and/or

4.4.6 Attempting to interfere with Company's security measures.

4.5 Should any Consumer believe that another individual has violated any of the foregoing terms and conditions, the Customer should immediately notify Company @ [gocall@mstpf.com](mailto:gocall@mstpf.com) .

## 4.6 Termination of Services.

4.6.1 Company reserves the right to refuse its Company Services to anyone should it believe that the Company Services have been abused. For a non-exclusive list of what Company considers abuse, you should refer to Section 4.4 above. Though specific prohibited items have been listed, Company reserves the right to consider any action or conduct inconsistent with the intended use of Company Services to constitute abuse.

4.6.2 Company reserves the right to refuse its Company Services to anyone should it believe that the Company Services have been, will be or are being used for any unlawful purpose and/or used in violation of any of these Terms of Use or any other Company agreement or policy.

4.6.3 Company reserves the right to take any further action as permitted by law should it believe that the Company Services have been or are being abused, used for any unlawful purpose and/or used in violation of any of these Terms of Use or any other Company agreement or policy.

4.6.4 In particular, Company may terminate Company Services immediately should a party abuse the Company Services, use the Company Services for unlawful purposes, or use the Company Services in violation of any of these Terms of Use or any other Company agreement or policy.

4.6.5 Additionally, Company may terminate Company Services immediately in the event that Company believes, in its sole discretion, that a Customer is “flooding” the Company Services.

4.6.6 Company also reserves the right to suspend or terminate Company Services should Company become involved in pending litigation or other similar dispute with the Customer for any other reason. Should the Customer become involved in litigation or other similar dispute in relation to the use of the Website or Company Services, Company also may suspend or terminate the Company Services immediately and without notice.

### 4.6.7 *Consequences of Termination.*

4.6.7.1 Should Company terminate your use of Company Services, Company may, in our sole discretion and without liability to You, remove and discard any of your information.

4.6.7.2 Should Company terminate your use of Company Services, you will remain solely responsible for all liabilities that may have arisen or arise from your use of Company Services and/or the termination thereof.

4.6.7.3 Company shall not be liable to you or any third-party for any termination of your use of the Website or Company Services.

4.6.7.4 Any Customer for whom Company Services have been terminated may not access the Company Services without the prior express written permission of Company. Company may refuse Company Services to anyone for whom such services have been terminated.

## 5. Intellectual Property Rights

5.1 You acknowledge and agree that the Company Services and any necessary software used in connection with the Company Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree that Company or its licensor holds all rights, title and interest in all Software and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such intellectual property rights is being transferred to you and you agree to make no claim of interest in any such Software. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Company Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Company, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, Company Services, or the Software, in whole or in part.

### 5.2 Copyright.

5.2.1 Company shall possess and retain all copyrights to material and Content created and/or produced through the Website and/or Company Services.

### 5.3 Trademarks.

5.3.1 You agree to not use Company Trademarks or any mark that is confusingly similar to such trademarks.

5.3.2 Nothing on the Website or through the Company Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Company Trademarks displayed on the Website or through the Company Services without Company's prior express written permission..

5.3.3 All goodwill generated from Company Trademarks will inure solely to Company's benefit.

5.3.4 All other companies' names, brand names and product names are trademarks or trade names of their respective owners who may or may not endorse, be affiliated with or connected to Company.

5.3.5 Company reserves the right to restrict the use of its name, system, logo, and trademarks. You agree to comply with any and all such restrictions.

5.4 Limited License. All content on the Website and available through the Company Services ("Company Content") is the proprietary property of Company and/or its licensors, with all rights reserved. No Company Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Company's prior written permission. Provided that you are eligible for use of Company Services, you are granted a limited license to access and use the Company Services and the Company Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-

commercial use, provided that you retain all copyright or other proprietary notices intact. This limited license is subject to the Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Company Services or Company Content without the prior written permission of Company, other than as specifically authorized herein, is strictly prohibited and shall immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

## 6. **TEXT MESSAGING WIRELESS POLICY**

### 6.1 Applicability.

6.1.1 This Text Messaging Wireless Policy applies to Company and any strategic partners with whom Company has contracted to market or otherwise communicate with you including, but limited to, providing assistance to facilitate payments to your Account(s).

6.1.2 This Text Messaging Wireless Policy applies to each Account you have with us for which you have elected to receive text messages (plain text SMS messages, multimedia rich MMS, and/or any future messaging technologies) (collectively, “Text Messages”).

6.2 **Program Frequency.** We will send you Text Messages in a manner and frequency to adequately provide you with the services for which you contacted Company as well as to advise you of other related information.

6.3 **How to Unsubscribe.** You may cancel or otherwise withdraw your consent to receive Text Notifications and text messaging services by texting **STOP, END, UNSUBSCRIBE, OR QUIT** to any message you receive. You may also cancel or otherwise withdraw your consent by sending an email to us at any time to [qoscall@mstpf.com](mailto:qoscall@mstpf.com) . At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive Text Notifications. We DO NOT impose any fee to process the withdrawal of your consent to receive Text Notifications. Any withdrawal of your consent to use Text Notifications will be effective only after we have a reasonable period of time to process your withdrawal.

6.4 **For Assistance on Text Services.** To request additional information, text HELP to the message you receive or email HELP to [qoscall@mstpf.com](mailto:qoscall@mstpf.com)

6.5 **Duty to Maintain and Update Your Records.** It is your responsibility to provide us with a valid, true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by emailing us at [qoscall@mstpf.com](mailto:qoscall@mstpf.com) .

6.6 **Hardware and Software Requirements.** To receive Text Notifications from us, you must have:

- (a) a mobile phone capable of receiving, displaying, and responding to Text Messages;
- (b) an active mobile phone account with a communication service provider that offers services for receiving and sending Text Messages;
- (c) a service plan associated with your mobile phone that provides for receiving Text Messaging; and,
- (d) sufficient storage capacity on your mobile phone.

6.7 **Communications in Writing.** All Text Notifications sent to and/or received from you in electronic format shall be considered “in writing” to the extent allowed by law. This means that Text Notifications may constitute your contractual agreement to certain terms in applicable circumstances.

6.8 **Charges.** We do not charge you a service fee to send you Text Notifications. However, your communication service provider may charge you for receiving and sending Text Notifications. You are responsible for any and all charges from your communication service provider including, but not limited to, fees associated with text messaging and notifications. You should consult your communication service provider (mobile service carrier)’s pricing plan to determine its applicable charges for receiving and sending text messages and notifications.

#### 6.9 **Additional Terms on Wireless Policy:**

6.9.1 You agree that we may send any Text Notifications for you through your communication service provider to deliver them to you.

6.9.2 You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees, paralegal fees, costs, and fees) arising from (a) your provision of a mobile phone number that is not your own; (b) your violation of applicable federal, state or local law, regulation or ordinance; or (c) any violation of our Terms of Use or other applicable policies. Your indemnification obligations under this paragraph shall survive termination of the Agreement.

6.9.3 Text Notifications are provided for your convenience only.

6.9.4 We will not be liable for losses or damages arising from any delay in delivery or disclosure of account information to you and/or third parties caused by your communication service provider and/or the failure of equipment and/or software.

6.9.5 We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice, without liability to you, any other user or a third party.

## 7. **RESALE OF SERVICE**

Unless otherwise agreed to in writing by Company, you agree not to reproduce, duplicate, copy, sell, resell, outsource, reverse engineer or exploit any portion of the Website or Company Services; use of the Website or Company Services; or access to the Website or Company Services.



## **8. INDEMNIFICATION**

You agree to indemnify and hold Company and the owners and operators of Company, as well as its subsidiaries, parents, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless against any and all claims or demands, including reasonable legal fees (including but not limited to attorney's fees, paralegal fees, costs and expenses), made by any third party against Company due to or arising from your use of the Website and/or Company Services; information you sent, submitted, electronically received, viewed, printed, downloaded, or transmitted through the Website or Company Services; your connection to the Website and/or Company Services; your violation of the Terms of Use; or your violation of any rights of another person or entity, whether you are a registered user or not. You are responsible for your actions when using the Website and/or Company Services, including, but not limited to, costs incurred for Internet access.

## **9. DISCLAIMER OF WARRANTIES**

9.1 THE WEBSITE AND COMPANY SERVICES ARE PROVIDED TO YOU "AS IS", "WITH ALL FAULTS", "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW.

9.2 COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

9.2.1 ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CAPABILITIES, SECURITY, TIMELINESS, USEFULNESS AND/OR CONTENT OF:

9.2.1.1 THE WEBSITE;

9.2.1.2 COMPANY SERVICES; AND,

9.2.1.3 THE ABILITY OF THE WEBSITE AND/OR COMPANY SERVICES TO INTEROPERATE OR INTEGRATE WITH ANY THIRD PARTY PRODUCTS SUCH AS SOFTWARE OR HARDWARE;

9.2.2 ANY WARRANTIES RESULTING FROM A COURSE OF DEALING OR USAGE OF TRADE;

9.2.3 ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

9.2.4 ANY WARRANTIES OF NON-INFRINGEMENT; AND

9.2.5 ANY WARRANTIES REGARDING THE RIGHTS AND TITLE OF COMPANY IN THE WEBSITE AND/OR COMPANY SERVICES, OR ANY WARRANTY THAT THE WEBSITE AND/OR COMPANY SERVICES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

9.3 COMPANY IS NOT LIABLE FOR ANY INFORMATION, SOFTWARE OR OTHER PRODUCTS THAT ARE DOWNLOADED FROM THE WEBSITE AND/OR COMPANY SERVICES BY YOU OR INSTALLED ON YOUR COMPUTER. AS SUCH, COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH

MATERIAL.

9.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE COMPANY SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

9.5 COMPANY MAKES NO WARRANTY THAT THE WEBSITE, COMPANY SERVICES, AND/OR CONTENT THEREON WILL BE ERROR-FREE, AVAILABLE WITHOUT INTERRUPTION, TIMELY, OR MEET YOUR REQUIREMENTS.

9.6 WE WILL MAKE REASONABLE EFFORTS TO MAINTAIN THE COMPANY SERVICES, HOWEVER, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OF DATA, CUSTOMER INFORMATION OR VENDOR DATA, REVENUE, OR OTHER HARM TO BUSINESS ARISING OUT OF DELAYS, MISDELIVERY OR NONDELIVERY OF INFORMATION, RESTRICTION OR LOSS OF ACCESS, BUGS OR OTHER ERRORS, UNAUTHORIZED USE DUE TO YOUR SHARING OF ACCESS TO THE COMPANY SERVICES, OR OTHER INTERACTION WITH THE COMPANY SERVICES. WE DO NOT WARRANT THAT (i) THE COMPANY SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THE COMPANY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COMPANY SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE COMPANY SERVICES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

9.7 THESE DISCLAIMERS APPLY TO ALL CONTENT SENT TO AND/OR FROM THE WEBSITE AND/OR COMPANY SERVICES.

## **10. THIRD PARTY LINKS AND PRODUCTS**

10.1 IN CONNECTION WITH THE COMPANY SERVICES, COMPANY MAY PROVIDE YOU WITH LINKS TO THIRD PARTY WEBSITES AND OFFERS FOR PRODUCTS AND SERVICES OF THIRD PARTIES. COMPANY MAY ALSO REFER YOU TO THIRD PARTIES FOR PROVISION OF SERVICES.

10.2 COMPANY NEITHER MONITORS NOR HAS ANY CONTROL OVER SUCH THIRD PARTY WEBSITES OR OVER SUCH THIRD PARTY PRODUCTS AND SERVICES.

10.3 COMPANY IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE (A) THE CONTENT OF SUCH THIRD PARTY WEBSITES; (B) THE PRODUCTS OR SERVICES OFFERED BY SUCH THIRD PARTIES; (C) THE USE OF OR RELIANCE UPON SUCH CONTENT, PRODUCTS, OR SERVICES; AND/OR (D) THE PRIVACY AND OTHER PRACTICES OF SUCH THIRD PARTIES.

10.4 ANY CORRESPONDENCE OR BUSINESS TRANSACTIONS BETWEEN YOU AND SUCH THIRD PARTIES ARE SOLELY BETWEEN YOU AND ANY SUCH THIRD PARTY..

10.5 COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY PRODUCTS AND SERVICES INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT OR WHERE SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

10.6 SUCH THIRD PARTY WEBSITES MAY SOLICIT PERSONAL INFORMATION AND SEND

COOKIES. THE INCLUSION OF A LINK TO A THIRD PARTY WEBSITE ON THIS WEBSITE DOES NOT IMPLY ENDORSEMENT OF THE LINKED THIRD PARTY WEBSITE.

10.7 COMPANY IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH WEBSITES OR PRODUCTS OR SERVICES OFFERED BY SUCH THIRD PARTIES. FURTHER, COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY COMMUNICATIONS AND/OR TRANSACTIONS BETWEEN YOU AND THIRD PARTIES.

10.8 YOU ALSO MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS THAT MAY APPLY WHEN YOU USE AFFILIATE OR OTHER SERVICES PROVIDED BY COMPANY, THIRD-PARTY CONTENT OR THIRD-PARTY SOFTWARE. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ITS CONSUMERS AND CUSTOMERS FAILING TO ABIDE BY THIRD-PARTY WEBSITES' POLICIES AND TERMS.

## **11. LIMITATION OF LIABILITY**

11.1 IN NO EVENT WILL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, SUBSIDIARIES, PARENTS OR ASSIGNS; OR ITS SUBSIDIARIES' /SUPPLIERS' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, SUBSIDIARIES, PARENTS, OR ASSIGNS, BE LIABLE TO YOU OR TO ANY THIRD PARTY WHATSOEVER FOR ANY DAMAGE INCLUDING, BUT NOT LIMITED TO, INDIRECT, DIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR VANDALISM OR THEFT OF PROGRAMS OR INFORMATION, LOSS OF REPUTATION, VIOLATION OF PRIVACY, LOSS OF USE OR DATA, AND ANY OTHER KIND OF DAMAGE OR INTANGIBLE LOSS), OR ANY OTHER DAMAGES ARISING IN CONNECTION WITH OR IN ANY WAY OUT OF THE AVAILABILITY OR USE OF, RELIANCE ON, INABILITY TO USE, OR ANY OTHER MATTER RELATING TO THE WEBSITE OR THE COMPANY SERVICES, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

11.2 COMPANY SHALL BE EXCUSED FOR ANY DELAY OR FAILURE TO PERFORM DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ACTS OF GOVERNMENT; NATURAL CATASTROPHES; FORCE MAJEURE; ACTS OF GOD; INTERNET DISRUPTIONS OR UNAVAILABILITY; FAILURE OF OPERATING SYSTEMS; UNAVAILABLE NETWORK CONNECTIONS; IMPERFECT COMPUTER TRANSMISSIONS; LABOR DISPUTES: POWER OUTAGES; LOSS OF DATA; OR SIMILAR OCCURENCES.

11.3 COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THE COMPANY SERVICES. SIMILARLY, COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD UPDATES TO THE SOFTWARE OR CODE REQUIRE THE INSTALLATION OF OTHER THIRD PARTY SOFTWARE.

11.4 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER SOFTWARE, EQUIPMENT OR OTHER PROPERTY, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH:

(i) THE USE OR THE INABILITY TO USE THE COMPANY SERVICES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE COMPANY SERVICES; OR (iv) ANY OTHER MATTER RELATING TO THE COMPANY SERVICES. FURTHER, THE MAXIMUM AMOUNT OF DAMAGES THAT COMPANY SHALL BE LIABLE FOR SHALL NOT EXCEED THE AMOUNT OF PAYMENTS THE USER HAS PAID TO COMPANY.

11.5 COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES.

11.6 IF YOU ARE DISSATISFIED WITH THE WEBSITE AND/OR THE COMPANY SERVICES, OR CONTENT THEREON OR THEREFROM, OR YOU HAVE ANY DISPUTE WITH COMPANY IN CONNECTION WITH THE SAME OR THESE TERMS OF USE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE WEBSITE AND/OR THE COMPANY SERVICES, AND/OR THE CONTENT CREATED THEREON.

11.7 THESE DISCLAIMERS OF LIABILITY APPLY TO ANY DAMAGES OR INJURY CAUSED TO YOU OR TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY FAILURE OF PERFORMANCE, BUG, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION, INACCESSIBILITY OR LOSS OF, OR USE OF DATA, INFORMATION AND/OR RECORDS.

11.7.1 WE SPECIFICALLY DO NOT WARRANT OR GUARANTEE (i) THAT THE WEBSITE AND/OR COMPANY SERVICES OR ANY PORTION THEREOF WILL BE FREE OF INFECTION BY VIRUSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR (ii) THAT THE FUNCTIONS PERFORMED BY THE WEBSITE AND/OR THE COMPANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE AND/OR THE COMPANY SERVICES WILL BE CORRECTED.

11.7.2 IT IS YOUR SOLE RESPONSIBILITY TO EXECUTE ANTI-CONTAMINATION VIRUS SOFTWARE AND OTHERWISE TAKE STEPS TO ENSURE THAT THE WEBSITE AND COMPANY SERVICES, IF CONTAMINATED OR INFECTED, WILL NOT DAMAGE YOUR INFORMATION OR SYSTEM.

11.8 THESE DISCLAIMERS OF LIABILITY AND LIMITATIONS OF REMEDIES APPLY TO ALL CLAIMS AND/OR CAUSES OF ACTION, WHETHER FOR OR BASED UPON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER CLAIM OR CAUSE OF ACTION.

11.9 Company shall not be held liable for any special, indirect, incidental or consequential damages arising out of or connected with these Terms of Use or with any of the services provided hereunder, regardless of whether caused by Company, its agents, employees, subsidiaries, representatives, assigns or otherwise.

11.10 COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE USE OF ANY CONTENT OBTAINED THROUGH AND/OR DOWNLOADED FROM THE WEBSITE OR COMPANY SERVICES.

11.11 COMPANY SHALL NOT BE LIABLE FOR ANY MISUSE OF CONTENT FOUND ON OR THROUGH THE WEBSITE AND/OR COMPANY SERVICES.

11.12 THE FOREGOING LIMITATIONS OF LIABILITY SHALL ALSO EXPRESSLY APPLY TO ANY

DAMAGES, INJURIES, OR CLAIMS (OF ANY KIND) CAUSED BY AND/OR EMANATING FROM THE DISCLOSURE OF ANY PARTY'S IDENTITY OR IDENTIFYING INFORMATION.

## 12. **EXCLUSIONS AND LIMITATIONS.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 9, 10, 11, and 12 MAY NOT APPLY TO YOU.

## 13. **Changes to Service.**

13.1 Company reserves the right at any time to modify or discontinue, whether temporarily or permanently, the Website and/or Company Services. Changes may occur from time to time. Notice of any changes or modifications will be provided through the Website by electronic mail and, as appropriate, other means of notice provided herein. Absence of any notice beyond changes on the Website shall not affect the enforceability of the Terms of Use.

13.2 Company may update its Software and/or code, in whole or in part. These updates may require your computer to install additional third party software

## 14. **General Provisions**

14.1 **Acknowledgement.** You acknowledge that you have read, understood, and agreed to all terms contained herein.

14.2 **Applicable Law.** The Terms of Use shall be construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of laws provisions. Similarly, the laws of the State of Illinois (again without regard to its conflicts of laws provisions) shall also govern any dispute arising between you and Company. Notwithstanding Section 15.3 below, you agree to submit to the personal and subject matter jurisdiction of the courts located within Cook or Lake counties in the State of Illinois. You also agree the venue for any action, dispute or proceeding with respect to this Agreement or any dispute between you and Company shall be the State of Illinois. You further waive all defenses to the contrary including, but not limited to, lack of personal jurisdiction or *forum non conveniens*.

14.3 **Arbitration Clause.** Any dispute, claim, or controversy arising out of the Terms of Use, the Website, Website Services, and/or Company Services will be settled by arbitration in Chicago, Illinois. Such arbitration shall be conducted in accordance with the rules of American Arbitration Association or then-existing equivalent. The party requesting arbitration shall serve upon the other party a notice demanding arbitration and a description of the issue or issues to be arbitrated. Any award issued as a result of the arbitration may be entered as a final judgment or order in any court of competent jurisdiction and enforced accordingly. All costs and expenses of the arbitration, including reasonable legal fees (including, but not limited to, attorney's fees, paralegal fees, etc.), shall be allocated among the parties as determined by the arbitrator.

14.4 **Class Actions Waived.** You expressly waive any right to participate in any class action against Company for any claims related to the Website and/or Company Services. In fact, by using the Website and/or Company Services and agreeing to these Terms of Use, you expressly agree that you shall not be permitted to resolve any claims through class actions against Company.

**14.5 Entire Agreement.** The Parties agree that the Terms of Use as it shall be modified from time to time constitutes the full and complete understanding among them with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way. You may not rely on any other statements, promises, or agreements by any party, whether written or oral, that alters or contradicts the terms of this Terms of Use.

**14.6 Incorporation Clause.** This Terms of Use expressly incorporates the terms provided for in Company's Privacy and Security Policy.

**14.7 Independent Parties.** You and Company are independent parties and nothing contained in this Terms of Use shall be construed or implied to create any agency or partnership between you and Company. At no time shall you or Company act as an agent for or make commitments for or in the name of the other party.

**14.8 Jury Trial Waived.** As provided in the Arbitration Clause above, you acknowledge that all disputes with Company shall be resolved through arbitration. Should any arbitration or court find such restriction unenforceable and/or should any dispute appear before a court, you expressly waive any right to a jury trial in any action against Company for any claims related to the Website and/or Company Services. In fact, by using the Website and/or Company Services and agreeing to these Terms of Use, you expressly agree that you shall not be permitted to obtain a jury trial in any action against Company.

**14.9 Paragraph and Section Headings.** Paragraph and Section headings are for convenience only and shall not be used to construe the Terms of Use or otherwise be given any legal effect.

**14.10 Reasonableness.** The Parties have read each of the terms in the Terms of Use and consider each of them, including all subparts, to be reasonable.

**14.11 Savings Clause.** In the event that any provision of the Terms of Use is held to be void or unenforceable by a Court of competent jurisdiction, the remaining provisions of the Terms of Use shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been deleted. Further, any provision held to be void or unenforceable by a Court of competent jurisdiction shall be construed, if possible, to give effect to the Parties' intent. The Parties agree that any such provision, in its form so modified by the court, shall then be enforceable and shall be enforced.

**14.12 Statute of Limitations.** To the extent permitted by law, any claim or cause of action arising out of or related to use of the Website and/or Company Services shall be filed within one (1) year after such claim or cause of action arose. To the extent permitted by law and as applicable, the doctrine of "continuous publication" shall apply to this Terms of Use.

**14.13 Waiver.**

**14.13.1** No waiver of any breach of any provision of this Terms of Use shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an

authorized representative of the waiving party.

14.13.2 The failure of Company to insist, in any one or more instances, upon the performance of any of the terms of this Terms of Use or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or the future exercise of such right.

14.13.3 No employee, agent or representative, including without limitation a customer service representative, of Company shall be entitled to waive any term of the Terms of Use or any other Company's agreement or policy.

14.14 **Notices.** Notices by Company to you for any reason (including changes to this Agreement, the Service, the fees, or other similar matters) may be provided by a general posting on the Website at [www.cartitleloansnotices.com/notices](http://www.cartitleloansnotices.com/notices). Notices by you to Company may be given through electronic mail to [gocall@mstpf.com](mailto:gocall@mstpf.com) unless otherwise specified in these Terms of Use. Without receiving a confirmation email back from Company, you may not assume that your notice has been received.

#### 14.15 Restricted Locations.

14.15.1 The Website and/or Company Services may not be accessed, viewed, downloaded or otherwise received in any country or location in which doing so would, or could be deemed a violation of any law, regulation, rule, ordinance, edict or custom.

14.15.2 The Website and/or Company Services may not be used by and is not directed at any country or region currently embargoed by the United States. By using the Website and/or Company Services, you agree to the foregoing and you warrant that you are not located in, or under the control of, or a national or resident of any such country or region.

14.15.3 You agree to comply with all local rules regarding online conduct and what Company deems, in its sole discretion, acceptable content. For examples of prohibited content and conduct, refer to Section 4 above.

14.15.4 You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

You acknowledge and agree that the form and nature of the services that Company provides may change from time to time without prior notice to you. Unless explicitly stated otherwise, any new feature that augments or enhances the current Website and/or Website Services shall be subject to these Terms.