

SuperMoney's Terms of Service

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1. **Introduction.** These Terms of Service, together with SuperMoney's [Privacy Policy](#), set forth the terms and conditions ("Terms" or "TOS") that apply to your access and use of all SuperMoney products and services (together, the "SuperMoney Services" or "Services"), that are made available through our website www.supermoney.com, including its related subdomains and downloadable mobile application (together, the "Site"). "SuperMoney" includes SuperMoney, LLC and its members, officers, directors, employees, consultants, affiliates, subsidiaries and agents. The SuperMoney Services may include, but are not limited to, platforms that enable users to interact with financial experts regarding their personal finances; platforms that enable users to locate and contact financial service providers, as well as professionals, such as third-party experts, advocates, and advisors, who can provide various services; discussion forums, bulletin boards, review services, and other forums in which users may ask questions of third-party advisors; substantive articles written on various topics primarily focused in consumer finance and education; and platforms that enable users to locate, research, compare, connect directly with, and in some cases apply to prequalify for certain financial products or services offered by third-parties including but not limited to consumer loans, credit cards, banking, insurance, investment, consumer debt management, small business financing, and other financial services.

By using or accessing the SuperMoney Services you agree to these Terms, as updated from time to time in accordance with Section 13 below. Because SuperMoney provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific product or service.

As more specifically described herein, to use some of the Services, you may need to provide certain sensitive personal information such as credit card or bank account numbers to third-parties. By using the Services, you agree that SuperMoney may collect, store, transmit, and transfer such personal information

on your behalf and upon your request. For more information on how that information is managed, see our [Privacy Policy](#).

2. **Registration and Account Security.** To use the Services, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services for the purpose for which they are intended and in compliance with any and all applicable laws and regulations.
 - A. **Account Registration.** To access certain features of the Services, you may be required to register on the Site for a user account (the “Account”). When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a username and password (the “Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from SuperMoney for any purpose.
 - B. **You Are Responsible for Your Account.** You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at support@supermoney.com.
3. **Prohibited Conduct.** You agree not to:
 - A. Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
 - B. Violate or encourage others to violate the rights of third-parties, including intellectual property rights;
 - C. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, illegitimate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
 - D. Interfere in any way with security-related features of the Services;
 - E. Interfere with the operation, or any user’s enjoyment, of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third-parties without their consent;
 - F. Access, monitor, or copy any content or information of or from the Site using any robot, spider, scraper, or other automated or manual means or process for any purpose whatsoever without SuperMoney’s express written permission;
 - G. Perform or engage in any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
 - H. Sell or otherwise transfer the access granted herein.
4. **Content.**
 - A. **Responsibility for Your Content.** You alone are responsible for any information you choose to disclose or otherwise make available on the Site (“Your Content”). Your Content, once published, cannot always be withdrawn. You assume all risks associated with Your Content, including anyone’s reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own or have the necessary permissions to use and authorize the publication of Your Content as described herein. You may not imply or otherwise suggest that Your Content is in any way sponsored, approved, or endorsed by SuperMoney. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party

right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

- B. Our Right to Use Your Content. We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms (“Other Media”). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against SuperMoney and its users any claims and assertions of moral rights or attribution with respect to Your Content. By “use” we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.
- C. Ownership. As between you and SuperMoney, you own Your Content. We own the content created by SuperMoney (the “SuperMoney Content”), including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of user content and other content published on and available on the Site (the “Site Content”), computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, user content and third-party content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (“IP Rights”) associated with the SuperMoney Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the SuperMoney Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the SuperMoney Content are retained by us.
- D. Advertising. SuperMoney and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.
- E. Content Feeds. We make some of the Site Content (“Feed Content”) available via Real Simple Syndication and Atom feeds (“Feeds”). You may access and use the Feeds in order to display Feed Content on your personal computer, website, or blog (“Your Site”), provided that (i) your use of the Feeds is for personal, non-commercial purposes only, (ii) your display of the Feed Content links back to the relevant pages on SuperMoney’s websites, and attributes SuperMoney as the source of the Feed Content, (iii) your use or display of the Feed Content does not suggest that SuperMoney promotes or endorses any third-party causes, ideas, websites, products or services, including Your Site, (iv) you do not redistribute the Feed Content, and (v) your use of the Feeds does not overburden SuperMoney’s systems. SuperMoney reserves all rights in the Feed Content and may terminate the Feeds at any time. Please contact us to inquire about other possible uses of the Feeds.
- F. Other. User content (including any that may have been created by users employed or contracted by SuperMoney) does not necessarily reflect the opinion of SuperMoney. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we

believe it violates our [Content Guidelines](#). We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

5. **Restrictions.** We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.
- A. You agree not to, and will not assist, encourage, or enable others to use the Site to:
1. Violate our [Content Guidelines](#), for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
 2. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
 3. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
 4. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except as expressly permitted by SuperMoney;
 5. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third-party website;
 6. Solicit personal information from minors, or submit or transmit pornography; or
 7. Violate any applicable law.
- B. You also agree not to, and will not assist, encourage, or enable others to:
1. Violate the Terms;
 2. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by SuperMoney;
 3. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
 4. Reverse engineer any portion of the Site;
 5. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
 6. Record, process, or mine information about other users;
 7. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
 8. Reformat or frame any portion of the Site;
 9. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on SuperMoney's technology infrastructure or otherwise make excessive traffic demands of the Site;
 10. Attempt to gain unauthorized access to the Site, third-party applications or systems running on the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
 11. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses").
 12. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
 13. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or

14. Remove, circumvent, disable, damage, disrupt, or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.
 - C. The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing thirty (30) days' prior written notice to us of your intent to do so, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.
6. **Intellectual Property and User Content.** The SuperMoney Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to SuperMoney, except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact:

SuperMoney LLC

Attn: Legal Department
3100 S. Harbor Blvd, Suite 190
Santa Ana, CA, 92704
Phone: 800-524-5175
Email: legal@supermoney.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. SuperMoney has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of SuperMoney or others.

7. **Third-Party Services.**
 - A. Advice from Third-Parties. Some of the Services involve advice from third-parties and third-party content. You agree that any such advice and content is provided for information, education, and entertainment purposes only, and does not constitute legal, financial, tax planning, medical, or other advice from SuperMoney. You agree that SuperMoney is not liable for any advice provided by third-parties. You agree that you are responsible for your own financial research, education, and financial decisions, and that SuperMoney is not responsible or liable for any decisions or actions you take. or authorize third-parties to take, on your behalf based on information you receive from your use of the Site.
 - B. Sharing Information with Third Parties. To use some of the Services, you may need to provide certain personal information such as credit card numbers, bank account numbers, and other sensitive financial information to third-parties. By using the Services, you agree that SuperMoney may collect, store, and transfer such information on your behalf, and at your sole request. More information on how this information is managed is available in our [Privacy Policy](#). You agree that your decision to share or otherwise make available any sensitive personal or confidential information is your sole responsibility and is made at your sole risk. SuperMoney has no control over third-parties and makes no representations as to the use or disclosure of information provided to third-parties. You agree that these third-party services are not under SuperMoney's

direction or control, and that SuperMoney is not responsible for any third-party's use of your information.

- C. SuperMoney Does Not Endorse Third-Parties. The Services may contain links to certain third-party websites and services. SuperMoney provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that SuperMoney has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused, either in whole or in part, by or in connection with the use of any such third-party websites or services.
8. **Specific Requirements for Certain Services**. Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the SuperMoney Services.
- A. Prequalified Offers. For credit related financial services such as personal loans, auto loans, auto loan refinancing, student loans, student loan refinancing and business financing, SuperMoney provides a platform that enables you to request personalized, prequalified offers, as well as receive non-personalized generally available offers, from certain third-party financial service providers ("Providers"). The following terms and disclaimers relate to the prequalification process:
 - 1) **Your consent to a soft credit inquiry**: When you create and maintain an account or use the Service to request prequalified offers, you provide written instructions in accordance with the Fair Credit Reporting Act and other applicable law, for SuperMoney, Providers, and our respective agents to request, receive, and retain a copy of your consumer credit report and score from consumer credit reporting agencies (i.e., Experian, TransUnion and/or Equifax), on a recurring basis for so long as you maintain an Account. This credit inquiry is considered a "soft credit inquiry" and it does not affect your credit score. Soft credit inquiries are shown only on copies of credit reports that are provided to you. Creditors and other users of credit reports cannot see soft inquiries. You can deactivate your Account at any time by signing into your Account, going to account settings and deactivating your account. Alternatively, you can contact support@supermoney.com or call 800-524-5175 and request that your account be deleted. If your Account remains inactive for 6 months or longer, we may, at our discretion, deactivate it.
 - 2) **How the credit report information is used**: This credit report may be used for a variety of reasons which may include, but are not limited to the following: (i) verifying that the information you have provided is true and accurate, including the verification of your identity; (ii) assessing your credit history and credit score for the purpose of identifying products and/or services that you may be interested in or that you may prequalify for on an ongoing basis; and/or (iii) matching you with specific Providers, other third-parties, and ours or their respective products, services, offers and/or promotions on an ongoing basis.
 - 3) **Your consent to a hard credit inquiry when submitting an application for credit**: After receiving a prequalified offer or offers from certain Providers, you may decide to submit an application for credit to one or more Providers, at which time you will provide written instructions in accordance with the Fair Credit Reporting Act and other applicable law, for those Provider(s) or their respective agents to conduct a "hard credit inquiry." Hard credit inquiries impact your credit score. Hard credit inquiries are typically required by all creditors when you apply for credit. You are applying for credit when (1) you submit an application directly to a Provider after you have received a

personalized, prequalified offer from that Provider and you submit your request for credit with the Provider; and (2) other times when you choose to move forward with one or more Providers and submit an application for credit even though you were not presented with prequalified offers from the Provider(s).

- 4) **Prequalified offers are potential options, not offers of credit:** SuperMoney's prequalification process is intended to provide Users with preliminary information regarding potential options for a loan with one or more Providers. SuperMoney is not a lender and does not make credit decisions or employ its own credit evaluation or underwriting criteria. A prequalification inquiry is not an application for credit. All credit decisions, including loan approval, if any, are made exclusively by Providers, in their sole discretion. SuperMoney makes no representations, warranties, or guarantees about your eligibility for credit or for a particular loan or lending product.
- 5) **No guarantees:** SuperMoney and the Providers do not have prequalified offers available for all circumstances and may be unable to provide a prequalified offer in response to every inquiry. Additionally, receiving a prequalified offer does not guarantee that your chosen Provider will extend you an offer of credit. There are some Providers on the Site who do not participate in providing prequalified offers to users; in these circumstances, you may be presented with the option to apply for credit with these Providers directly.
- 6) **User-Specific:** Displayed prequalified offers may contain certain information specific to each user, including potential interest rates associated with a particular product or service, which are indicative rates and are subject to change and/or withdrawal at any time: Rate information provided in response to a prequalification inquiry is not an offer of credit. The prequalified rates displayed are indicative rates and should be used for informational purposes only. Providers reserve the right to change or withdraw the prequalified rates at any time. Any rate(s) provided in response to a prequalification inquiry is/are based on the questions you answered and a soft credit inquiry (authorized by you) which are then evaluated based on specific Provider standards. Such standards are determined at the sole discretion of each Provider and may vary from one Provider to another. With respect to home loan refinancing, rates change on a frequent basis (i.e., sometimes more than once per day); The rate is not final until an application is submitted, you are approved for the loan (if eligible), and the rate is locked, upon your request and approval.
- 7) **Post-prequalification process for obtaining an offer of credit from a Provider:** Once you choose a specific Provider option on your SuperMoney offer dashboard, if you are provided options, you will be prompted to complete your application with the Provider (including but not limited to reading and consenting to their terms of use, their privacy policies, their relevant disclosures, the credit pull authorization, and any other applicable documents). In all circumstances, a hard credit inquiry will then be conducted to further assess your creditworthiness according to the Provider's evaluation and underwriting criteria (as determined in their sole discretion). Providers may decide not to extend you credit if they determine that you do not meet the criteria used to select you for the prequalified offer, or for any other applicable criteria bearing on your creditworthiness or other non-credit based criteria. Providers reserve the right to approve or decline individual credit applications in their sole discretion.
- 8) **Rates are subject to change.** Interest rates are subject to change based on a number of factors which may include, but are not limited to: (i) changes in your personal credit circumstances; (ii) additional information you provide (or are unable to provide) to the Provider during the credit application process; and/or (iii) changes in the Annual Percentage Rate ("APR") set by the Provider (For example, there may be an increase in the APR or other rate index between the time you go through the prequalification

process and the time you submit your application for the loan and/or your loan closes (or when you lock your rate with respect to a home loan refinancing). Or, in the case of a variable rate loan, then the interest rate index used to set the APR may be subject to increases or decreases at any time).

- 9) **Errors in information displayed or provided to you:** Neither SuperMoney nor the Providers assume responsibility for typographical or other errors or omissions in the information provided to you.
- 10) **Application for credit:** In the event you decide to apply for credit following the receipt and evaluation of a prequalified offer from a Provider, you acknowledge that you will in most circumstances be required to submit an application for credit to that Provider, the relevant disclosures and terms of which you will be provided with by the Provider, have an opportunity to review, and must accept in order to proceed.

B. App Store. If you download and use any SuperMoney mobile applications, you may be subject to certain App Store Terms.

9. **TCPA Opt-In: Your Consent to Receive Telephone Calls, Recording of Telephone Calls, Text, and MMS/SMS Messages (text messages).**

Summary:

- > The Telephone Consumer Protection Act of 1991 (“TCPA”) was enacted by Congress to restrict the making of telemarketing calls, use of automatic telephone dialing systems, and artificial or prerecorded voice messages. In 2003, a national Do Not Call Registry was adopted in the United States.
 - > By accepting these Terms and using the SuperMoney Services, and by providing your telephone contact information to SuperMoney, **you hereby opt-in and provide your express consent** to receive calls (including calls made via an automated dialer or other similar means), text messages (including SMS/MMS), voicemail, email, or other communications from SuperMoney and our Providers on the landline telephone or mobile device number you have provided, even if your telephone number is part of an internal, corporate, state, or national Do-Not-Call list or registry.
 - > You have the option to opt-out, but if you opt-out you may not be able to access the SuperMoney Services or otherwise miss out on important account updates, account notifications, products, services, and offers.
 - > Your mobile telephone service provider may charge you for calls/messaging/data according to your plan. SuperMoney and the Providers are not responsible for those charges.
 - > You agree to keep your contact information up-to-date with SuperMoney including your telephone number(s).
 - > The calls you make to SuperMoney and the calls we make to you may be monitored and/or recorded, and you hereby give your consent to such recording with your acceptance of these Terms.
 - > Your contact information may be shared with Providers (for example if you choose a loan product with a specific Provider, they will likely need to contact you to complete the transaction you commenced).
- A. Opt-in/consent to receive telephone calls, SMS messages and other messages. You acknowledge that by accepting these Terms and using the SuperMoney Services, and by providing your telephone contact information to SuperMoney, **you hereby opt-in and provide your express consent** to receive calls (including calls made via an automated dialer or other similar means), text messages (including SMS/MMS), voicemail, email, or other communications from SuperMoney and our Providers on the landline telephone or mobile device number you have

provided, even if your telephone number is part of an internal, corporate, state, or national Do-Not-Call list or registry. You hereby authorize us and our Providers (which includes our agents and representatives and those of our Providers) to call and/or send text messages in order to provide you with information regarding your inquiry, account, application, closing, request, any product or services inquires or offer, or any transaction with us and with our Providers. You expressly authorize us and our Providers to make such contacts using any telephone numbers you have supplied or will supply to us or our Providers in connection with your Account. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you and you agree that we will have no liability in connection with third-parties accessing your telephone. You acknowledge that alerts sent via SMS may not be delivered if your carrier does not support short code communications, if your mobile phone is not in range of a transmission site, or if network capacity is not available or insufficient at a particular time. Additionally, you acknowledge that factors beyond the control your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You understand that your wireless carrier does not guarantee that alerts will be delivered and will not be liable for delayed or undelivered messages. If you have any questions about your text or data plan, contact your mobile/wireless provider.

- B. Opt-out or Unsubscribe. At any time, you may withdraw your consent to receive communications, including calls, voicemail messages, email, texts or SMS/MMS messages. In order to opt-out you must (i) provide us with written notice revoking your consent; (ii) in that written notice, you must include your full name, mailing address, email address used to contact you, and the specific phone number(s) for which you are revoking consent; and (iii) send this written notice to SuperMoney LLC, 3100 S Harbor Blvd, Ste. 190, Santa Ana CA 92704 (Attn: Opt-Out). Alternatively, to stop marketing text messages, simply reply "STOP" to any marketing text message that we send you. You acknowledge and agree to accept a final text message confirming your opt-out. Opting out may prevent you from receiving messages regarding your inquiry, account, application, closing, products, services, updates, or improvements. Please allow up to thirty (30) days to process any opt-out request. If you have any questions regarding privacy, please read our [Privacy Policy](#). To stop receiving calls, SMS messages and/or telemarketing calls from our Providers, you must follow their procedures as described by them on their respective websites.
- C. Sharing your phone number with Providers. You understand and agree that we may share your telephone number with certain Providers and/or their respective agents who may require further information prior to providing a response to your submission of information through the Site or SuperMoney Services, or to contact you regarding a product or service.
- D. The phone numbers you provide. You represent and warrant that you are the owner and/or primary user of any phone number you provide to us. Should any of your telephone numbers change, you agree to notify us before the change goes into effect by email and/or updating your Account. You agree to indemnify, defend and hold us and our Providers harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from failure to update your contact information (including your telephone number), your voluntary provision of a telephone number that is not your own, and/or your violation of any federal, state, or local law, regulation, or ordinance.
- E. Charges from your telephone provider. You understand that your cellular or mobile telephone provider may charge you fees for calls that we or our Providers make, or for texts that we or our Providers send to you, according to the type of plan you carry, and you agree that we will have no responsibility or liability whatsoever for such fees.
- F. Call Recording and Monitoring. Calls to and from SuperMoney and its Providers (or third-parties acting on behalf of SuperMoney or its Providers) may be recorded or monitored for quality

assurance, customer service, training and/or risk management purposes. You agree to such monitoring and recording unless you expressly inform the agent at the outset of the conversation that you do not want the call to be monitored or recorded.

10. Consent For Electronic Signatures, Records, and Disclosures.

PLEASE READ THIS INFORMATION CAREFULLY AND PRINT A COPY AND/OR RETAIN THIS INFORMATION FOR FUTURE REFERENCE.

- A. Introduction. You are submitting a request to be matched with one of our third-party financial service providers (each, a “Provider”). In order to offer you a loan or other financial service, the Providers need your consent to use and accept electronic signatures, records, and disclosures (“E-Consent”). This notifies you of your rights when receiving electronic disclosures, notices, and information. By clicking on the link assenting to our TOS, you acknowledge that you received this E-Consent and that you consent to conduct transactions using electronic signatures, electronic disclosures, electronic records, and electronic contract documents (“Disclosures”).
- B. Option for Paper or Non-Electronic Records. You may request any Disclosures in paper copy by contacting the applicable Provider directly. Providers will provide paper copies. Some Providers may charge a fee for providing paper copies, at their discretion. The Providers will retain all Disclosures as applicable law requires.
- C. Scope of Consent. This E-Consent applies to all interactions online concerning you and the Provider and includes those interactions engaged in on any mobile device, including phones, smart-phones, and tablets. By exercising this E-Consent, a Provider may process your information and interact during all online or digital interactions with you electronically. The Provider may also send you notices electronically related to its interactions and transactions. Disclosures may be provided online at our or the Providers’ website(s), and/or may be provided by e-mail.
- D. Consenting to Do Business Electronically. Before you decide to do business electronically with a Provider, you should consider whether you have the required hardware and software capabilities described below.
- E. Hardware and Software Requirements. To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: An Apple Mac or PC compatible computer or other device capable of accessing the Internet; access to an e-mail account; and supported web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher). To read some documents, you may need a PDF file reader like Adobe® Acrobat Reader X® or Foxit®. You will need a printer or a long-term storage device, such as your computer’s disk drive, to retain a copy of the Disclosures for future reference. You may send any questions regarding each Provider’s hardware and software requirements directly to the Provider.
- F. Additional Mobile Technology Requirements. If you are accessing a Provider site and/or the Disclosures electronically via a mobile device (such as a smart phone or tablet), 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 “app store.” If you do not have these capabilities on your mobile device, please access the Provider’s site through a device that provides these capabilities.
- G. Withdrawing Consent. Your E-Consent for the SuperMoney Services and for a Provider’s consideration of your matching request for a pre-qualified offer cannot be withdrawn because it is a one-time transaction. If you are matched with one or more Providers, you are free to withdraw your E-Consent with those Providers at any time and at no charge, by contacting the Provider at the address provided in the initial disclosure. However, if you withdraw this E-

Consent before receiving or acting on a prequalified offer or any other of the SuperMoney Services, you may be prevented from obtaining the offer or service from the Provider. Contact the Provider directly if you wish to withdraw this E-consent. If you decide to withdraw this E-Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

- H. **Change to Your Contact Information.** You should keep Providers informed of any change in your email or mailing address. You may update such information by logging into the Provider’s website or by sending the Provider a written update by mail.
 - I. **YOUR ABILITY TO ACCESS DISCLOSURES.** By clicking a link to obtain a SuperMoney user account, clicking on a Provider link on the Site, or otherwise use the SuperMoney Services, you agree to these Terms. YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.
 - J. **CONSENT.** By clicking a link to obtain a SuperMoney account, clicking on a Provider link on the Site, or otherwise use the SuperMoney Services, you acknowledge you have read this information about electronic signatures, records, Disclosures, and doing business electronically. You consent to using electronic signatures, having all Disclosures provided or made available to you in electronic form, and to doing business with the Provider electronically. You acknowledge that you may request a paper copy of the electronic records and Disclosures. If you refrain from proceeding, then you neither wish to use electronic signatures nor conduct this transaction electronically. You also acknowledge that your consent to electronic Disclosures is required to receive services from SuperMoney and any Providers over the internet.
11. **Indemnification.** You agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless SuperMoney from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys’ and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third-party. SuperMoney reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
12. **Termination.** If you violate these Terms, your permission to use the Services will automatically terminate. In addition, SuperMoney in its sole discretion may suspend or terminate your Account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your Account at any time by contacting Customer Support at support@supermoney.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but SuperMoney may continue to store such information and content, and it may also be stored by third-parties to whom it has been transferred through your use of the Services.
13. **Modification of the Terms.** SuperMoney reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.
14. **Disclaimers of Warranties.** The Services are provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although SuperMoney seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Services, and there may at times be inadvertent technical or factual errors or inaccuracies.

- A. **No Warranties.** SuperMoney specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Services. SuperMoney is not responsible for the loss of, damage to, or unavailability of any information you have made available through the Services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the Services.
 - B. **No Guarantee of Accuracy.** SuperMoney does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.
 - C. **Services Provided for Informational Purposes.** The information provided through the Services is provided solely for informational, educational, or entertainment purposes and you should not construe any such information or other material as legal, tax, investment, financial, or other advice. All content on this site is information of a general nature and does not address the circumstances of any particular individual or entity. Nothing in the Site constitutes professional and/or financial advice, nor does any information on the Site constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. SuperMoney and the Services are not endorsed by or affiliated with FINRA, and SuperMoney is not a financial institution or insurance provider. SuperMoney makes no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Services. Before making any financial decisions or implementing any financial strategy, including recommendations of third-parties identified through the Services, SuperMoney recommends that you obtain additional information and advice of accountants or other financial advisors who are fully aware of your individual circumstances. SuperMoney is not a fiduciary by virtue of any person's use of or access to the Site or Services. You alone assume sole responsibility for evaluating the merits and risks associated with the use of any information or other content, including the SuperMoney Content, on the Site before making any decisions based on such information or other content. In exchange for using the Site, you agree not to hold SuperMoney, its affiliates or any third-party service provider liable for any possible claim for damages arising from any decision you make based on information or other content made available to you through the Site.
 - D. **No Warranties Regarding Third-Parties.** SuperMoney makes no representations, warranties, or guarantees, express or implied, regarding any third-party service or advice provided by a third-party, or any quotes or offers provided through the Services. SuperMoney does not endorse any particular advisor or other third-party. SuperMoney acts solely as an intermediary between you and third-party service providers and expressly disclaims any and all liability for any content, products, or services provided by such service providers. See Section 7, above, for more information regarding third-parties and third-party services.
15. **Limitation of Liability.** In no event will SuperMoney be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not SuperMoney has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.
16. **Governing Law.** These Terms are governed by the laws of the State of California, without regard to conflict of law principles. Subject to Section 17, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and SuperMoney agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Orange County, California, for the purpose of litigating all such disputes. We operate the Services from our offices in California, and the Services are offered to and for the

exclusive use of users located in the United States. We make no representation that information and materials included in the Services are appropriate or available for use in other locations or jurisdictions.

17. **Dispute Resolution by Binding Arbitration – No Class Actions.** In the interest of resolving disputes between you and SuperMoney in the most expedient and cost-effective manner, you and SuperMoney agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.
- A. Claims To Be Resolved by Binding Arbitration. You and SuperMoney agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.
 - B. Exceptions. Notwithstanding Section 17(A), you and SuperMoney agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party’s right to (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in any competent court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.
 - C. Arbitrator. Any arbitration between you and SuperMoney will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting SuperMoney.
 - D. Notice and Process. A party who intends to seek arbitration must first send to the other, by certified mail, return receipt requested, a written Notice of Dispute (“Notice”). The Notice to SuperMoney should be addressed to: SuperMoney, LLC., 3100 S. Harbor Blvd., Ste. 190, Santa Ana, CA 92704 (“Notice Address”), with a copy to CT Corporation System, 330 N Brand Blvd, Glendale, CA 91203. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If you and SuperMoney do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or SuperMoney may commence an arbitration proceeding.
 - E. Fees. In the event that you commence arbitration in accordance with these Terms, SuperMoney will, at your request, reimburse you for your payment of the arbitration filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any request for payment of fees by SuperMoney should be submitted by mail to the AAA along with your Demand for Arbitration and SuperMoney will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or brought for an improper purpose (as measured by the

standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse SuperMoney for all fees associated with the arbitration paid by SuperMoney on your behalf that you otherwise would be obligated to pay under the AAA's rules. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in Orange County, California. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- F. **No Class Actions.** You and SuperMoney 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. Unless both you and SuperMoney agree otherwise, 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.
 - G. **Opt-Out.** If you are a new SuperMoney user, you can choose to reject the arbitration agreement contained in this Section 17 ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed in Section 17(D), above. The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and the username(s) and email address(es) associated with the SuperMoney account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with SuperMoney.
 - H. **Modifications.** If SuperMoney makes any future change to this Agreement to Arbitrate (other than a change to the Notice Address), you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change, your account with SuperMoney shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.
 - I. **Severability and Enforceability.** If an arbitrator or court decides that any part of this Section 17 is invalid or unenforceable, the other parts of this Section 17 shall still apply. If the entirety of this Section 17 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 16 shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.
18. **Modification of the Services.** SuperMoney reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that SuperMoney will not be liable to you or to any third-party for any modification, suspension, or discontinuance of any of the Services.
19. **General.**
- A. **Entire Agreement.** These Terms, together with the [Privacy Policy](#) constitute the entire and exclusive understanding and agreement between you and SuperMoney regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 - C. Paragraph Headers. Use of paragraph headers in the TOS is for convenience only and shall not have any impact on the interpretation of particular provisions.
 - D. Severability. In the event that any part of the TOS is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
 - E. Partner Terms. In some instances, SuperMoney's third-party partners require that SuperMoney users agree to be bound by some additional terms of use that are specific to particular products or services ("Partner Terms"). In the event of any conflict between the Partner Terms and SuperMoney's Terms of Service, SuperMoney's Terms of Service govern and control.
20. **Notice to California Residents**. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.
21. **SuperMoney Contact Information**: you may contact SuperMoney at any time with questions, comments, or concerns at:

Email: support@supermoney.com

Phone: 800-524-5175

Address: 3100 S. Harbor Blvd, Suite 190
Santa Ana, CA, 92704

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