

Terms of Use

PLEASE READ THIS INFORMATION CAREFULLY AND PRINT AND RETAIN THIS INFORMATION ELECTRONICALLY FOR FUTURE REFERENCE.

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Purpose Financial Technologies (“Purpose Financial Technologies” or “we” or “us”) operates this website. The terms “Purpose Financial Technologies”, “we” or “us” also include our subsidiaries, agents, and partner organizations, as appropriate. The term “partner organization” means companies and organizations, to whom we may provide services or with whom we may have other contractual relationships, even though they are not legally a partner.

These Website Terms of Use (“Terms”) apply to your use of www.purposefintech.com and all of its subdomains (collectively, the “Site”). The words “you”, “your” and “yours” refer to you, as the applicant for a loan, as the borrower under a loan, and/or as the user of the Site. By visiting or using the Site, you acknowledge and agree that you accept these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to all of these Terms and our Privacy Policy, you may not use the Site.

We may revise these Terms at any time. Your continued usage of the Site constitutes acceptance of those changes. In using the Site, you agree to comply with all applicable laws and regulations. You acknowledge that the materials provided on the Site are protected by law, including, but not limited to, United States copyright laws and international treaties.

Users

The Site is intended solely for U.S. residents who are 18 years of age or older (or 19 years of age or older if you reside in Alabama). Use or access of the Site by anyone else violates these Terms. By using the Site, you represent and warrant that you are a U.S. resident and are 18 years of age or older (or 19 years of age or older if you reside in Alabama). If you violate any of these Terms, or otherwise violate any agreement with any of our other partner organizations or us, we may prohibit you from using or accessing our services or the Site (or any portion, aspect or feature of our services or the Site), at any time in our sole discretion, with or without notice, including without limitation if we reasonably believe that you do not meet the minimum age requirements.

Consent to Contract Electronically and to Receive Electronic Communications

Communications: The word “Communications” in these Terms includes, but is not limited to:

- Legal and regulatory disclosures associated with an account or account application;
- Documents that evidence an account or the assignment or pledge thereof;
- Periodic statements related to an account;

- Communications between (1) a creditor or servicer and (2) an account holder;
- Communications and agreements related to the Site and its usage;
- Postings and other material made available to you on the Site; and
- Privacy and security policies and notices.

Consent: By agreeing to these Terms, you agree that all Communications relating to your account, your application for an account and/or the use of the Site may be provided or made available to you electronically by email or by posting a Communication on the Site, and that you can access the Communications in the formats described below. Your consent to receive Communications and do business electronically applies to all of your interactions and transactions with us, our partner organizations and our agents concerning your loan, loan application and Site usage and access. You agree that all Communications will be considered “in writing.” You may withdraw your consent to receiving electronic communications at any time by contacting us as described below.

Paper Copies: Upon request, we will send you a paper copy of any Communication. We will retain copies of Communications for the time period required by law; however, you are responsible for saving or printing copies of Communications for your records.

We reserve the right to provide Communications to you in paper form in our discretion even if you have given us consent to provide them electronically.

Hardware and Software Requirements: To access and retain electronic Communications, you will need to have access to the Internet, an email account and related software capable of receiving email through the Internet, a web browser which is Secure Socket Layer (SSL)compliant and supports secure sessions or the equivalent software, Adobe Acrobat or the equivalent software, and hardware capable of running that software.

Telephone Consumer Protection Act Consent: You expressly consent to receiving calls and messages, including autodialed and prerecorded message calls, and SMS messages (including text messages) from us, our affiliates, partner organizations, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any mobile telephone numbers). Your mobile provider may charge you according to the type of plan you carry.

Mobile Technology Requirements: If you are accessing the Site and/or electronic Communications 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 or save the Communications presented to you during the application and loan process. These applications can be found for most mobile devices in the device's respective "app store". If you do not have these capabilities on your mobile device, please access the Site through a device that provides these capabilities.

Withdrawing Consent: You may withdraw your consent to receive Communications electronically by contacting us as described below. If you withdraw your consent, your withdrawal will not affect the legal validity and enforceability of any loans you have obtained from us or a partner organization, or any electronic Communications provided or business transacted prior to the time you withdraw your consent. We will then send you any future Communications by mail or other nonelectronic means.

Changes to Your Contact Information: Please tell us by contacting us as described below if you change your email or mailing address so that you continue to receive all Communications without interruption.

How to Contact Us: You can contact us by email at compliance@purposefintech.com or by writing to us at:

Purpose Financial Technologies, Attention: Compliance

3103 Bee Caves Rd, Suite 135, Rollingwood, TX 78746.

By agreeing to these Terms, you acknowledge that you can access and store or print the electronic Communications in the designated formats described above, and you consent to having all Communications provided or made available to you in electronic form and to doing business electronically on or through the Site with us and our agents. In addition, you agree that we may assign your consent to any entity that may purchase your loan.

Your Account

You are responsible for maintaining the confidentiality of your login information (for example, your username and password) and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your login information.

Disclosures

Suggestions: Suggestions and offers on the Site are not recommendations, unless expressly identified by us as such, and may not be appropriate for all users, even where the Site indicates that users like you have purchased the product.

PATRIOT Act: Federal law requires us to obtain, and in certain other circumstances, verify and record your name, address, date of birth and other information that will allow us to identify you when you apply for a loan and in certain other circumstances. Please see the Privacy Policy for more details on information we collect about you.

Tax/Legal Advice: The Site does not and is not intended to provide legal or tax advice. Consult a professional legal or tax advisor for advice regarding your specific situation.

Jurisdictions: The products and services offered through the Site are available only in those jurisdictions where we are authorized or permitted by local law to offer, promote and provide them.

Promotions: Any and all offers or promotions advertised on this Site are void where prohibited, and are subject to the posting of any official rules to such offers or promotions.

Third Parties: The Site contains links to other Internet sites that are not maintained by Purpose Financial Technologies.

We make no warranties or representations regarding these websites or the products or services offered on them. We do not control the privacy or security practices of third parties, or the locations where they process data. You should read the privacy and security policies of the other sites because their practices may differ from ours.

Security: The steps we take to safeguard your personal and sensitive information are set forth in our Security Policy.

Prohibited Uses

You may not

- Use the Site or the products or services offered through the Site for any illegal purpose, or any other purpose not permitted in these Terms;
- Use the Site or its content or features for any commercial purpose;
- Modify, copy, adapt or translate any part of the Site without first getting our written permission;
- Reverse engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide the Site (and related products and services) or otherwise attempt to obtain our source code;
- Bypass, modify, defeat, reverse engineer, disassemble, tamper with or circumvent any of the security features of the Site, including altering any digital rights management functionality of the Site;
- Remove or alter any copyright, trademark or other proprietary notice contained on the Site;
- Interfere with or damage the Site or our servers through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- Impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity;
- Use the login information of another person, unless they specifically authorized you to do so;
- Use Purpose Financial Technologies' name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by Purpose Financial Technologies without express written permission;
- Collect, manually or through an automatic process, information about other users or the Site;
- Submit false or misleading information to us or post material that infringes on a third party's intellectual property;
- Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the Site;
- "Deep link" or frame, inline link or mirror any part of the Site without our written permission;
- Engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; or
- Assist or encourage any third party in engaging in any activity restricted by these Terms.

Intellectual Property

Unsolicited Submissions: Unless otherwise stated, we do not accept unsolicited ideas, suggestions, or materials relating to development, design, or marketing of our services and products. Any such postings to the Site and email delivered to us will be considered nonconfidential and nonproprietary and will remain the exclusive property of Purpose Financial Technologies. We may copy, disclose, distribute, incorporate, and otherwise use the item and any information contained therein for any purpose without compensation.

Purpose Financial Technologies Copyright: This entire Site is the copyrighted work of Purpose Financial Technologies. Unless otherwise specified, no person has permission to copy, display, distribute, republish, or create derivative works from such information in any form.

Trademarks: By providing content, we do not allow you to use trademarks referenced in the Site. You may not use any meta tags or any other "hidden text" using Purpose Financial Technologies' name or trademarks without our express written consent. The trademarks, logos, and service marks ("Marks") displayed on the Site are the property of Purpose Financial Technologies or other parties. Users are prohibited from using any Marks without our written permission or the third party that owns the Marks.

Liability of Purpose Financial Technologies and its Partner

Organizations

To the fullest extent permissible under applicable law, all representations, warranties, guarantees and conditions are disclaimed by us and our partner organizations, whether express, implied or statutory, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of intellectual property rights, or other terms which might otherwise be implied by statute, common law or in equity. We do not make any representations regarding the use or the results of the Site in terms of correctness, accuracy, timeliness, reliability, or otherwise. We do not warrant that the services will be uninterrupted or errorfree, that defects will be corrected, or that the Site, or the servers that process information for us, are free of viruses, bugs or other harmful components. The Site is provided on an "as is", "as available" and "with all faults" basis.

None of us or our partner organizations will be liable to you or anyone else for damages of any kind arising from the use of the Site, inability to use the Site, or circumstances beyond our control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, even if we are expressly advised of the possibility of such damages. These limitations on liability apply to claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. These limitations on liability will apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose.

Some states or other jurisdictions do not allow the disclaimer of implied warranties or the exclusion of certain damages, so the above disclaimers, exclusions, and limitations may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

Indemnity

You agree to indemnify and hold Purpose Financial Technologies and its employees, representatives, agents, licensors, partner organizations, affiliates, directors, officers and shareholders (the "Indemnified Parties") harmless from and against any claims, actions, damage, loss, actions, cost or expense (including without limitation, attorney and accounting fees and costs) arising from, or alleged to result from or relate to, your use of the Site or contacts, or your violation of these Terms.

Miscellaneous

Use of the Site is governed by and will be construed in accordance with the laws of the State of Delaware without giving effect to any principles of conflicts of laws. Exclusive jurisdiction and venue will be with a court of competent jurisdiction in Delaware. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts. If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions will remain valid and in effect to the fullest extent possible. Any waiver of any provision of these terms will be effective only if in writing and signed by an authorized representative of Purpose Financial Technologies. Any delay or omission by Purpose Financial Technologies to exercise any rights under these Terms may not be construed to waive any rights. The section titles, the italicized explanations, and the section headings are not part of the agreement and are not to be used in interpreting the terms of the agreement. In the event of a conflict between these Terms and your Account Agreement, the Account Agreement will control. If you have registered at the Site, we will provide notices to you by using any of the contact information you have provided to us. You may provide notice to us at the address provided above. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

