

**Last Updated May 1st, 2024**

## **EZ Capital Business Financing Terms & Conditions for Service**

THESE TERMS & CONDITIONS FOR SERVICE CONSTITUTE A BINDING LEGAL AGREEMENT. PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS OF USE BEFORE USING OUR SERVICES. BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SERVICES.

### **User Terms and Conditions**

The following are terms of a legal agreement (the “Terms and Conditions”) between you and EZ Capital Group Inc (“EZ Capital”, “we”, “us”, or “our”) that sets forth the terms and conditions for your use of our services, including our small business financing products and services, and consulting services (the “Services”). These Services are being provided to you expressly subject to these Terms and Conditions. By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions and to comply with all applicable laws and regulations. These Terms and Conditions form an essential basis of our bargain.

We reserve the right to amend these Terms and Conditions at any time and will notify you of any such changes by posting the revised Terms and Conditions on our website. You should check these Terms and Conditions periodically for changes.

All changes shall be effective upon posting. Your continued use of our Services after any change to these Terms and Conditions constitutes your agreement to be bound by any such changes. We may terminate, suspend, or change our Services without notice or liability.

You may use the Service only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations.

By accessing Services, you represent that you are 18 years of age or older. Any use of or access to the Service by anyone under 18 is strictly prohibited and in violation of these Terms and Conditions.

### **Registration Information and the Need for Accuracy**

To use our Services, you agree that:

1. The information contained in all documents of any kind provided or to be provided, directly or indirectly, to (i) EZ Capital and/or (ii) any bank, financial institution, factor, company providing merchant cash advances or receivables financing or other business funding, or other funder (such funders and other funding providers, collectively, "Funders") in connection with or following a “Request for Funding”), including without limitation credit reports from one or more consumer or business credit reporting agencies, credit score, credit history, investigative reports, consumer reports, statements from creditors or financial institutions, bank statements, tax returns and credit card statements regarding Customer, and any other business or personal information so provided (collectively, "Information and Documents"), is true, complete and accurate.  
IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY INFORMATION YOU PROVIDE ABOUT YOUR BUSINESS IS ACCURATE AND IS NOT CONTRADICTED BY YOUR BUSINESS RECORDS AND PUBLIC FILINGS, SUCH AS, BUT NOT LIMITED TO, YOUR TAX RETURNS AND CORPORATE FILINGS.

2. You authorize EZ Capital to provide some or all of such Information and Documents to any Funder as deemed appropriate by EZ Capital in its sole discretion in connection with your Request for Funding, including in connection transactions initially declined by EZ Capital and/or its affiliates.
3. You authorize EZ Capital and each Funder to (i) use such credit reports and other Information and Documents to verify your identity and credit history and for the other purposes specified below; (ii) do one or more hard pulls of your (and your business') credit report(s) in connection with any Request for Funding or as provided in a definitive financing agreement with any Funder; and (iii) do soft pulls of your (and your business') credit report(s) both in connection with any Request for Funding and thereafter from time to time.
4. You authorize each Funder to conduct background checks and obtain personal and business credit reports from any credit reporting agencies and any other investigative report or statement from any creditor or financial institution, from time to time in connection with any financing at Funder's discretion. You understand that such credit reports and any other Information and Documents as Funder deems appropriate will be used by Funder in making a credit decision.
5. You authorize (i) EZ Capital to disclose any or all of such Information and Documents to any and/or other third parties that may be associated with any Funder or otherwise involved in the facilitation or provision of the business funding related to your Request for Funding (collectively, "Funder Parties") and (ii) each Funder to disclose any or all of such Information and Documents, and share any or all of such Information and Documents with other Funder Parties in connection with such potential transactions. You understand and agree that EZ Capital and/or Funders may share and/or retain Request for Funding information and any other information provided by EZ Capital or received by them, whether or you qualify for a funding or other funding product and whether or not you enter into a credit or other transaction. You further agree to notify any Funder directly if you no longer want to receive communications from that Funder.
6. EZ Capital and each Funder and Funder Party shall be entitled to rely upon the accuracy and completeness of such Information and Documents provided by, and EZ Capital is not responsible for any inaccuracy contained therein that may be incorporated into a Request for Funding.
7. You will immediately notify EZ Capital if the information contained in any Information and Documents is no longer accurate and/or of any change in any of such Information and Documents or your financial condition.
8. You hereby authorize EZ Capital and each Funder to request, receive and forward to any Funder and/or Funder Party, as applicable, any such Information and Documents, together with any related information or documents or verification thereof, in each case as they may deem necessary in connection with your Request for Funding.
9. You hereby waive and release any claims against EZ Capital and each Funder and Funder Party or any provider of credit reports, credit score or other information-provider, together with their respective and each of their respective representatives, officers, directors, employees, agents, affiliates, successors and assigns arising from any act or omission relating to the request, receipt, release or use of any such Information and Documentation (including without limitation the hard or soft pull of credit reports or credit score) in connection with any Request for Funding.
10. You hereby acknowledge and agree that:

- a. EZ Capital does not take or complete applications for credit on behalf of any Funder or make funding or credit decisions in connection with any Request for Funding or related commercial financing;
  - b. EZ Capital does not issue commitments on behalf of any Funder;
  - c. A Request for Funding application constitutes an inquiry to be matched with Funders interested in obtaining funding applications and will be deemed “completed” only when all required Information and Documents have been submitted as determined by the relevant Funder;
  - d. A Funder selected by you may require you to pay an application or other fee to cover the costs of an appraisal, credit report or other items; and
  - e. Any application for credit will be subject to final approval by the selected Funder and signed credit agreements and other related documents at Funder's sole discretion.
11. You hereby authorize EZ Capital and/or any Funder to whom your application was submitted to send promotional communications to you / and or your business regarding the products or services of any such Funder.
  12. In connection with any Request for Funding, you authorize EZ Capital and any Funder or Funder Party to review your bank statements.
  13. You acknowledge that your Request for Funding does not constitute an application for business loan or other “credit” product unless these financing products are specifically discussed in writing between you and EZ Capital and/or the proposed lender.
  14. You certify that information provided in your application and in all supporting documents and forms is true and accurate. The penalty for knowingly making a false statement to obtain a loan guaranteed by the Small Business Administration (SBA) can include fines of up to \$25,000 and imprisonment of up to five years, pursuant to 18 U.S.C. § 1001. False statements to a federally insured depository institution, such as the SBA lenders with whom we work, may be punished with fines up to \$1,000,000 and/or imprisonment for up to 30 years pursuant to 18U.S.C. § 1014.
  15. By initiating the Services, you also specifically consent to let EZ Capital and Funders request and receive your consumer report data and other data about you from third parties as follows: I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for EZ Capital, Funders, or their respective affiliated companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to, TransUnion and Equifax. I understand that my instructions let EZ Capital, Funders, and their respective affiliated companies obtain such information at any time for as long as I use the Services as described in this Terms and Conditions.

### **Who We Are and What We Do**

EZ Capital helps businesses find lenders and other finance providers, apply for small business loans or other commercial financing, and small business financing products and services. EZ Capital is not a bank and does not, itself, provide SBA-guaranteed or other business loans. EZ Capital has expertise in identifying appropriate lenders for various types and sizes of businesses that often have a difficult time

securing affordable credit. EZ Capital also helps lenders and other commercial finance providers streamline and expedite the process of applying for small business credit, and has expertise and proprietary technology to do so. Our analysis or estimates are based on certain assumptions and use only data that we have. In this respect, we may elect to consider, ignore, emphasize or de-emphasize certain factors in our sole discretion. We do not guarantee that the information we present is the same information that may be used or reviewed by a third party to assess your eligibility for any particular product or service. EZ Capital is not a financial or legal advisor as defined under federal or state law. Use of our Services is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating.

### **Service Fees**

For use of our standard business financing service, EZ Capital does not charge a fee. However, the Funder may charge you a fee (“Lender Fee”) should you choose to accept the Funder’s business financing offer. Please be advised that for SBA loans, because you may be required to pay the Lender Fee even if your loan is not ultimately funded, we will engage in extensive prequalification of your business and use commercially reasonable efforts to only prepare a loan application for you if we believe, based on the information you have provided to us, that your business is eligible to receive the loan for which we help you apply. It remains your responsibility to ensure that the information you provide to us about your business is not contradicted by documents and information, such as, but not limited to, tax returns, that lenders with whom we work may request as part of your application.

### **Updating Your Information**

In order to assist your business in finding a Funder and applying for a loan or other commercial financing, we require up-to-date information about your business and its principal shareholders, directors, and officers. For this reason, we require that you complete our forms within 30 days of the time that you begin filling them out. If you do not complete our application forms within this 30 day timeframe, you may be required to fill them out again in order to proceed with having us help you find a Funder and prepare your financing application.

### **SBA Requirements for Loan Applications**

The SBA does not require the use of an Agent for Packaging Services or referring a loan application in order to apply for an SBA loan. If you apply for an SBA loan of more than \$25,000, a lien on business assets is required including assets such as accounts receivable or inventory, as well as fixed assets such as new equipment purchased with loan proceeds or commercial real estate owned by the business. The lender may require additional collateral, as well.

### **Copyright; Limitation of Use**

The copyright in all material in provision of Services, including without limitation the text, data, articles, design, software, photos, images and other information (collectively the “Content”), is held by EZ Capital or by the original creator of the material and is protected by U.S. and International copyright laws and treaties. You agree that the Content may not be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of EZ Capital. You acknowledge that the Content is and shall remain the property of EZ Capital.

You may not modify, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. The use of the Content on any other Site, including by linking or framing, or in any networked computer environment for any purpose, is prohibited without EZ Capital's prior written approval. Any unauthorized use of any Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications statutes and regulations.

You agree to use the Content only for lawful purposes. You are prohibited from any use of the Content that would constitute a violation of any applicable law, regulation, rule or ordinance of any national, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. EZ Capital makes no claims concerning whether the Content may be downloaded or is appropriate for use outside of the United States. Your eligibility for particular products or services is subject to final determination by EZ Capital.

### **Privacy and Use of Personally Identifiable Information**

The EZ Capital Privacy Policy ([https://www.ezcapital.com/privacy\\_policy.pdf](https://www.ezcapital.com/privacy_policy.pdf)) is incorporated into this Terms and Conditions. This policy explains how EZ Capital protects the privacy of nonpublic business and personal information you share with us and how we use it. The policy may change from time to time at our discretion. Changes will be effective upon posting to our website.

You acknowledge that we may disclose and transfer any information that you provide or any information about you EZ Capital obtained for the purpose of or in the course of the Services, (i) to EZ Capital's affiliates, lenders, agents or information providers; (ii) to providers of small business credit and services that may be appropriate for your company; (iii) to any other person or entity with your consent; or (iv) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law.

You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information you agree to such transfers.

### **Use of Third-Party Service Providers**

We and Funders may use third-party service providers to assist in providing certain Services with or without notice to you (each, a "Third-Party Service Provider"). We or Funders may also change Third-Party Service Providers or may provide a Service without the assistance of such third party. You consent and authorize us to delegate the authorizations you provide to us to our Third- Party Service Provider(s) as we deem necessary or desirable to provide the applicable Service to you. You agree that the terms and conditions of this Terms and Conditions, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Terms and Conditions, inure to the benefit of such Third-Party Service Providers and such Third- Party Service Providers are deemed to be third-party beneficiaries of this Terms and Conditions, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Terms and Conditions. You also agree that all references to us within this Terms and Conditions and any incorporated terms are also deemed to include, where applicable, our agents, such as the Third-Party Service Providers.

You acknowledge and authorize that such Third-Party Service Providers may obtain information about you, your company and your business, from other third parties, including consumer reports and credit scores from consumer reporting agencies. You consent to receive communications from such Third-Party Service Providers regarding the Services, any applied for loan and credit, including notices of "adverse action" under applicable law or similar communications disclosing information regarding you, your company and your business.

To protect the privacy and security of your personal information, we require that Third-Party Service Providers who are authorized to access your personal information take privacy and confidentiality measures to protect it.

### **Disclaimer of Warranties**

THE INFORMATION, MATERIALS AND CONTENT IN THE SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE,” WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR TITLE.

ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OF YOUR USE OF THE CONTENT. THIS DISCLAIMER DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS TERMS AND CONDITIONS.

EZ CAPITAL MAY DISCONTINUE OR MAKE CHANGES TO THE SERVICES AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND EZ CAPITAL DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. EZ CAPITAL RESERVES THE RIGHT TO TERMINATE ANY OR ALL SERVICES WITHOUT PRIOR NOTICE TO YOU.

### **Limitation of Liability**

IN NO EVENT WILL EZ CAPITAL BE LIABLE FOR ANY DAMAGES INCLUDING GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES, LOSSES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION) OF ANY KIND WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE ARISING OR RELATING IN ANY WAY TO THE USE OR INABILITY TO USE BY ANY PARTY OF THE CONTENT, THE SERVICES OR ANY THIRD-PARTY SERVICES, EVEN IF EZ CAPITAL, OUR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SERVICES IS TO STOP USING THE SERVICES. IF THE FOREGOING LIMITATION IS FOUND TO BE INVALID, YOU AGREE THAT EZ CAPITAL’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

### **Security of Data Transmissions and Storage**

Electronic (including wired and wireless) communications may not be encrypted. You acknowledge that there is a risk that data, including e-mail, electronic and wireless communications and personal data, may be accessed by unauthorized third parties when communicated between you and EZ Capital or between you and other parties.

### **Indemnification**

You agree to indemnify and hold harmless EZ Capital from and against any and all claims, losses, expenses, demands or liabilities, including attorneys’ fees and costs, incurred by EZ Capital in connection

with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit or post, or (ii) your use of the Services in violation of this Terms and Conditions or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. EZ Capital reserves the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of EZ Capital.

### **Consultation with Counsel**

If you do not understand any aspect of this Terms and Conditions, you are advised to consult with your own legal counsel for advice. IT IS IMPORTANT THAT YOU UNDERSTAND THE TERMS AND CONDITIONS BECAUSE THEY WILL BE BINDING UPON YOU.

### **Availability**

Our Services is not intended to be used by any person or entity in any jurisdiction or country where such use would be contrary to local law or regulation. By offering the Services, no solicitation is made by EZ Capital to any person to use the Services in jurisdictions where the revision of the Services is prohibited by law.

### **Termination**

This Terms and Conditions is effective until terminated by EZ Capital. EZ Capital may terminate this Terms and Conditions at any time without notice, or suspend or terminate your use of the Services at any time, with or without cause, in EZ Capital's absolute discretion and without notice. The following provisions of the Terms and Conditions shall survive termination of your use of Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use of Services.

### **Waiver**

Failure by EZ Capital to enforce any of its rights under these Terms and Conditions shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

### **Applicable Law**

This Terms and Conditions and all other aspects of your use of the Services shall be governed by and construed in accordance with the laws of the United States and, to the extent applicable, the laws of the State of New York, without regard to its conflict of laws rules.

### **Dispute Resolution and Arbitration**

I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME.

Either party to this Terms and Conditions, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"), unless you opt out as provided in section (b) below. As used in this

Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of this Terms and Conditions, the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Terms and Conditions. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, crossclaims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you may submit Claims by sending an email to [info@ezcapital.com](mailto:info@ezcapital.com) at any time.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 7787879 or visit the AAA's web site at: [www.adr.org](http://www.adr.org). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(855) 742-4046 or visit their website at: [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY



BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.

Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section (f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Terms and Conditions and the relationship of the parties and/or EZ Capital; and (ii) the bankruptcy or insolvency of any party or other person. If any portion of this Arbitration Provision other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

### **Other Terms and Conditions**

These Terms and Conditions shall be subject to any other terms and conditions you have entered into with EZ Capital.

### **Severability**

If any provision of this Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.

### **General Provisions**

These Terms and Conditions supersede any previous Terms of Use Terms and Conditions to which you and EZ Capital may have been bound with regard to EZ Capital and the Services. These Terms and Conditions will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Terms and Conditions. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

## **U.S. PATRIOT ACT DISCLOSURE IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Thus, if you receive a loan from one of our partner lenders, this is considered an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### **Electronic Signatures**

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to the transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law EZ Capital based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

### **Electronic Communications**

You authorize and each of its representatives, successors, assigns, designees and third-party Funders to whom your application is submitted, and their respective affiliates, to contact you via telephone call, text message, or e-mail, on your cell phone, or at your e-mail address, as either is indicated above or as reasonably and later-identified as belonging to you, including through the use of an automated telephone dialing system, with respect to this application and/or future-related commercial-financing opportunities.

--- END DOCUMENT ---