

Terms of Use Agreement

Prior to accessing this website and its services, CheckRaise Technologies (collectively “we”, “us”, “our”, or “the Company”) requires you to review this Terms of Use Agreement (“Agreement”). This Agreement outlines the terms of use relevant to this website and its services and the products and services provided through this website. **Please note that you must be 18 years of age to use our services.**

By accessing, browsing or using this website and its services, through any direct or indirect means or by using the goods, facilities or services offered in or through this website and its services through any alternative methods (including, for example, telephone, mail, text, email or facsimile), you accept and agree to be bound by these Terms of Use. (the terms "website/services" and "website/services" include use through these alternative methods).

1. Services

This website and its services provide information on financial products and services for consumers where consumers may request additional information through an inquiry on products or services they are interested in.

Personal information submitted in connection with this website/service is subject to our Privacy Statement. For more information, see our full Privacy Statement.

- a) We are not a mortgage lender, debt servicer, debt settlement, real estate company, insurance agent, auto sales company or automotive warranty organization. This is not, and is not intended to be any type of application for any financial product. We do not charge you a fee to use this website and its services.
- b) If you submit an inquiry on this website, we will share the personal information that you provided with our network of clients including but not limited to: credit consultants, mortgage bankers, mortgage brokers, insurance brokers or any other business in our network that may be related or unrelated to the service or product you have expressed interest in. Accordingly, different types of businesses unrelated to your inquiry may be provided your information and may contact you. For example: If you submit an inquiry regarding a mortgage loan product, you may also be contacted by a credit consultant.
- c) Some clients are organizations who are subject to Federal and State laws and regulations for their practices. Please review the privacy practices of all third parties who contact you. If you have any questions regarding their practices, please contact them directly.
- d) You agree to share your information with our client network and allow them or us to contact you (including through automated means; e.g. autodialing, text and pre-recorded messaging) via telephone, mobile device (including SMS and MMS) and/or email, even if your telephone number is currently listed on any state, federal or corporate Do Not Call list. Upon submitting your information, you agree to receive autodialed or prerecorded calls (including to mobile numbers) and texts and emails from us and its affiliates, partners, and vendors to the phone numbers (including mobile numbers) and email addresses you provide to us or in the future and to any phone numbers or email addresses subsequently associated with you us or any affiliates or marketing partners, affiliates or vendors. You understand and agree that your consent is not a condition, directly or indirectly of a purchase. Data and message rates may apply.

- e) In most cases, a company will contact a consumer regarding requests within 24 hours. You understand that any requirements to qualify for a financial products are made by those individual clients and we do not warrant, endorse, or guarantee the products or services of any the clients who may contact you.
- f) You certify to The Company that: The information you have submitted to us on this website or otherwise, is accurate, complete and that you have not submitted or provided false information to us; You are at least 18 years of age; You assume full responsibility for the use of this website/service by any minors; and your use of this website/service is subject to all applicable federal, state, and local laws and regulations.

2. Prohibited Use

- a) You shall not use this website/service for any illegal purpose or for the transmission of any material that is unlawful, harmful, harassing, abusive, libelous, racially or ethnically offensive, invasive of another's privacy, vulgar, threatening, obscene, sexually explicit, tortious, defamatory, or that infringes or may infringe on the intellectual property or rights of another, or in a reasonable person's view objectionable; directly or indirectly interfere, or attempt to interfere with the proper working of this website and its service or system integrities or securities; interference of any account, or any communication or transaction being conducted on this website and its service; use any robot, spider, other automatic device, or manual process to monitor or access or copy our web pages or any content without our prior expressed written permission; take any action which imposes an unreasonable or disproportionately large load on our infrastructure; post, upload, transmit, submit, email or make available by any other means any data or content protected under any law or contractual relationship that you do not have the right to distribute; conduct fraud, represent yourself as someone else or hide or attempt to hide your identity; and interfere or attempt to interfere with the proper working of this website/service.

3. Electronic Communications

- a) When you visit our website/services, use our website/services or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by email or by posting notices on our Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. Copyright and Trademark Notice Information

- a) Our website and its services contains intellectual property owned by us and other parties. As to the relationship between us and you; we are the sole owner of this website and its services and all materials on or available through our website and its services including without limitation, all applicable U.S. and non-U.S. copyrights, patents, trademarks, and trade secrets, and other intellectual property rights thereto (collectively "website/services Content").
- b) Except as otherwise specifically provided in this Agreement, you may not save or download a copy of the website or its services, website content or any portion thereof, for any purpose; however, you may print a

copy of individual screens appearing as part of the website or its services or content solely for your personal, non-commercial use or records, provided that our marks, or logos appear on the copied screens remain on the copy, and are not removed from the printed or stored images of such screens.

- c) Except as otherwise expressly permitted herein, you may not publish, transmit, display, modify, copy, or in any way exploit any portion of our website or its services content unless you first obtain prior written consent from us and from all other entities with an interest in the relevant intellectual property.
- d) Any unauthorized attempt to modify our website or its services, or the website and its services content, to overthrow or evade our security features, or to utilize our website and its services for other than its planned purposes is strictly prohibited.

5. NO WARRANTY

THE CONTENT AND ALL SERVICES ASSOCIATED WITH OUR SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES INCLUDING ANY LOAN YOU MAY CHOOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT A LENDER, BROKER, INVESTOR, FINANCIAL INSTITUTION OR OTHER SERVICE PROVIDER.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE SOLELY AN INTERMEDIARY BETWEEN YOU AND SUCH PERSONS OR INSTITUTION AND, THEREFORE, WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CONTENT, SERVICES OR LOANS PROVIDED BY SUCH SERVICE PROVIDERS.

- a) Except as expressly set forth herein, we are not responsible for any inaccurate or incorrect information or entry of information, whether caused by a user of our website and its services or by any of the equipment or programming associated with or utilized in connection with our website and its services or any services provided on or through our website, or by any technical or human error which may occur in the processing of information received by us. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, information received or submitted in connection with our website/services. We are not responsible for any problems, errors or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, or software, or any failure of email on account of technical problems or traffic congestion on the Internet or at our website/services or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from use of our website/services or website/services Content.
- b) **WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE CORRECTNESS, ACCURACY, OR COMPLETENESS OF THE CONTENT OR THE SERVICES OR THE SAFETY, RELIABILITY, MERCHANTABILITY, TITLE, TIMELINESS, COMPLETENESS, CONFORMITY OR FITNESS FOR A**

PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES.

- c) IT IS SOLELY YOUR RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES AND ANY FINANCIAL PRODUCT OR SERVICE YOU ACCEPT.**
- d) WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT OF OUR WEBSITE AND ITS SERVICES MAY BE AVAILABLE FOR DOWNLOADING FROM OUR SERVICES IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, COVERTLY INTERCEPT OR CONFISCATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.**
- e) WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING ANY QUOTES OR OFFERS PROVIDED ON OR THROUGH OUR SERVICES.**

6. LIMITATION OF LIABILITY

- a) IN NO EVENT WILL WE, OUR PARENTS, SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES AND SHAREHOLDERS BE LIABLE TO ANY PARTY:**
 - i. FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE WEBSITE/SERVICES OR WEBSITE/SERVICES CONTENT, EVEN IF ALL SUCH PARTIES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR**
 - ii. FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF THE WEBSITE/SERVICES OR THE WEBSITE/SERVICES CONTENT. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**
- b) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. RELEASE

- a) YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE COMPANY AND ITS SERVICE PROVIDERS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SERVICE.

8. Indemnification

- a) You agree to indemnify and hold harmless The Company, its subsidiaries, affiliates, agents, shareholders, officers contractors, vendors, employees, and service providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this website/service, the violation of this Agreement by you, or the infringement by you, or other user of this website/service using your computer, of any intellectual property or other right of any person or entity. The Company and its service providers assume no responsibility whatsoever for such content or actions. The Company reserves the right, at its own expense, to assume the exculsive defense and control of any matter otherwise subject to indemnification by you.

9. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

READ THIS SECTION CAREFULLY: This arbitration provision limits your and The Company's ability to litigate claims in court and you and The Company each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against us in any state or federal court.

BY ACCESSING AND/OR USING ANY THE COMPANY WEBSITE AND ITS SERVICES, YOU AGREE TO THESE TERMS OF USE AND CONDITIONS OF THIS ARBITRATION AGREEMENT. DO NOT USE THE COMPANY SERVICES OR SUBMIT ANY CONTACT INFORMATION IF YOU DO NOT AGREE TO THESE TERMS.

- a) **THIS AGREEMENT IS BINDING TO ARBITRATE ALL CLAIMS. YOU AGREE THAT DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**
- b) **THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. IF A**

DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE COMPANY INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

- c) We strive to never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If no resolution results from this informal process, you and we agree to binding individual arbitration before the American Arbitration Association (“AAA”) under the Federal Arbitration Act (“FAA”), and not to sue in court in front of a judge or jury. As an alternative, a neutral arbitrator will decide and the arbitrator’s decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren’t allowed. Nor is combining individual proceedings without the consent of all parties.**
- d) You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with us. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.**
- e) If any provision of this Arbitration Agreement is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect. No waiver of any provision of this Arbitration Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Agreement. This Arbitration Agreement will survive the termination of your relationship with The Company.**

10. Termination

- a) If you breach or violate any part of this Agreement or provisions in the Privacy Statement you may no longer use this website/service.
- b) We may, at our sole discretion, change, suspend, or terminate, temporarily or permanently, this website and its service or any part of it at any time, for any reason, without notice to you and without liability to you or any other person.
- c) You agree that all terminations for cause shall be made at our sole discretion and shall not be liable to you or any third party for any termination.

11. Changes to Terms, Policies or Website

- a) We reserve the right to change any information, feature or functions of our website and its services without prior notice.
- b) We may deny you access to this website and its services for any reason without prior notice if you engage in any conduct or activities that we determine, in our sole discretion, violate these Terms, our legal rights or the legal rights of any third party or are otherwise inappropriate.
- c) We are not responsible for any errors or delays in providing the website/services whether caused by errors in the registration information you provided by any technical problems in our system.
- d) We reserve the right to make changes to this Agreement and the posted Privacy Statement. Any changes made will be effective from the date of such posting without further notice to you. As such, the Privacy Statement and Terms of Use posted at the time you register on our website and its /services will govern our relationship for that registration and referral request.

12. Entire Agreement

This Agreement constitutes the entire terms of use agreement between you and The Company and governs your use of this website/service which supersedes any prior agreements between you and The Company. You also may be subject to additional terms and conditions that may apply when you use other services, affiliate services, third party content or third-party software.

Anti-Spam Policy

The following policy dictates in specific terms what is considered acceptable use of email/messaging bulk or otherwise, by us.

We avoid "spam" – or sending unsolicited email, instant messaging or other communications. Spam is strictly against our policies and terms of use, and will result in the immediate deactivation of any partners who are found to have used spam in conjunction with their advertising agreements.

1. Subscriptions

- a) All mailing list subscriber information must include the date and time that the subscription was confirmed, as well as the IP address of the subscriber at the time of the confirmation. The user must be able to present this information at our request.
- b) The nature of email address use must be fully disclosed, either on the page the subscription is made from or with a prominent link to the site's Privacy Policy. It must be made reasonably clear how a user's email address will be used and in what circumstances it will be shared.
- c) Lists cannot be procured from outside parties unless the email sender has procured a list from an organization that sells or otherwise shares email distribution lists, and all of the following conditions are met:

- The selling organization maintains a publicly viewable privacy policy disclosing that such sales may occur.
- The privacy policy is prominently linked to from the page the subscriber signed up from.
- The privacy policy has not changed substantially since the user signed up.
- Records are kept of the date, time, IP address, and form location where the subscribing user signed up from.
- Lists procured from outside parties must have been consistently handled in a manner comparable to our policies.
- Users cannot populate lists with addresses obtained for a substantially different purpose than was originally disclosed to the user.
- Mailing Practices
- Third Parties must not modify the headers of any message in such a way that purposefully obfuscates the origin of the message.
- Undeliverable addresses must be removed from all future mailings after no more than 5 bounces.
- Third Parties are responsible for the practices of any affiliate program members they solicit the help of.
- Third Parties using either outside advertising companies or 3rd party mailing programs must abide by the same policies and practices as those using our own bulk mailing list tools.
- All mailings must provide clear and simple to follow instructions for opting-out of future mailings, and all reasonable attempts must be made to facilitate the removal of a mailing list subscriber at their request.

The user of this website is advised and acknowledges that our electronic mail service equipment may be located in California. In no event shall the user use our equipment in violation of California's anti-spam laws including California Business & Professions Code sections 17538.4 and 17538.45.

2. Other

Promotional messages, including social media must not be posted to bulletin boards, discussion forums, guestbooks, Usenet newsgroups, or any other similar service unless the operator of that service explicitly allows such messages.

3. Deactivation

We reserve the right to cancel a marketing services agreement at any time should it feel there is suspicion that a marketing partner is in violation of these policies and / or engaged in the practice of spamming.

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