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These Terms of Use apply to your access to, and use of, all or part of any website or mobile application of Absolute Debt Relief LLC. or its subsidiaries and affiliated companies (collectively, "ADR"), including <u>www.absolutedr.com</u>, <u>www.absolutedebtrelief.com</u>, and any other site, mobile application or online service where these Terms of Use are posted (collectively, the "Website"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with ADR for products, services or otherwise.

These Terms of Service affect your legal rights, including an agreement to resolve disputes that may arise between us by arbitration on an individual basis instead of by class actions or jury trials.

## 1. Changes to the Website and Terms of Use

ADR reserves the right to change or modify content, materials or information appearing on or in connection with this Website, including these Terms of Use, at any time without notice to you. ADR may at any time revise these Terms of Use by updating this posting. You are bound by such revisions and should therefore visit these pages to review the current Terms of Use from time to time.

# 2. Eligibility/User Obligations

By installing, accessing, or using this Website, you represent that you are at least eighteen (18) years of age and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on this Website, including, without limitation, when you provide information via a Website form. Moreover, you agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or representative of ADR, when using this Website. If you provide any false, inaccurate, untrue, or incomplete information, ADR reserves the right to decline your application and terminate your access and use of this Website.

You may not access or use the ADR website in any way that could or is intended to damage or impair the ADR Website, or any server or network underlying the ADR Website, or interfere with anyone else's use and enjoyment of the Website.

Use of the Internet and this Website is solely at your own risk. While ADR has endeavored to create a secure and reliable Website, you should understand that the confidentiality of any communication or material transmitted to/from the Website over the Internet or other global communication network cannot be guaranteed. Moreover, you understand that the technical processing and transmission of the Website may involve transmission over various networks. Accordingly, ADR is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information.

# 3. Intellectual Property Rights

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You may not use automated systems (e.g., robots, spiders, etc.) to access the Website. You agree not to collect personally identifiable information of other users of the Website or to sell or otherwise exploit that information.

Except for the limited rights expressly granted herein, all right, title and interest in and to the ADR Website and all Content contained therein are reserved and owned by ADR.

### ADR RETAINS THE RIGHT TO DENY ACCESS TO THIS WEBSITE TO ANYONE WITHOUT NOTICE AT ITS COMPLETE DISCRETION FOR ANY REASON, INCLUDING FOR VIOLATION OF ANY OF THESE TERMS OF USE, INCLUDING ANY USE RIGHTS.

### 5. User Submissions or Feedback

From time to time, we may ask that you for your feedback on ADR's Website and products and/or services. Any communication or material you transmit or post will be (a) treated as non-confidential and non-proprietary by ADR, (b) become the property of ADR and ADR shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by ADR licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner, now known or later developed, on this Website or otherwise. ADR shall be under no obligation to respond to any such communication.

# 6. Third-Party Content and Links to Other Web Websites

The ADR Website may contain third party content and links to other websites that are completely independent of this Website. Third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by ADR. Moreover, ADR is not responsible for the accuracy, completeness, or reliability of third-party information, or the products or services offered or sold through any linked website and you assume sole responsibility for the use of third-party information. Any agreements, transactions, or other arrangements made between you and such third party are made solely at your own risk. When you click on a third-party link, you will leave the ADR Website. Any personal information you submit on the resulting website will not be collected or controlled by ADR but will be subject to the privacy notice or terms of use of the resulting website. Please review the privacy policy and terms of use of the resulting Website for more information on its privacy practices.

## 7. Indemnification

You agree to defend, indemnify, and hold harmless ADR (and all of its direct and indirect subsidiaries) and each of their respective directors, officers, employees, agents, successors, and assigns from and against all losses, liabilities, damages, claims and expenses, including attorneys' fees, arising out of, relating to, or resulting from your violation of these Terms of Use or misuse of the Service or the Website, including such violation or misuses conducted by your employee or agent.

## 8. Disclaimer of Warranties

WHILE ADR WILL USE REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, SERVICES, AND MATERIALS AVAILABLE ON THIS WEBSITE IS ACCURATE, UP-TO-DATE AND RELIABLE, THE ADR WEBSITE AND ALL INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, SERVICES, AND MATERIALS CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE/NONINFRINGEMENT, QUALITY OF INFORMATION, OR FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OBTAINED BY YOU FROM ADR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITATION, ADR DISCLAIMS ALL WARRANTIES REGARDING THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SERVICES, AND MATERIALS DESCRIBED ON OR AVAILABLE THROUGH THIS WEBSITE FOR ANY PURPOSE. ADR ALSO DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS WEBSITE IS PROVIDED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, DAMAGE RESULTING FROM COMPUTER VIRUSES. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

# 9. Disclaimer of Damages and Limitation of Liability

IN NO EVENT SHALL ADR OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ACCESS OF THE ADR WEBSITE OR ITS CONTENT, EVEN IF ADR OR ITS BUSINESS PARTNERS, EMPLOYEES, REPRESENTATIVES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL ADR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR ONE HUNDRED DOLLARS (\$100) (WHICHEVER IS LESS), FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY ADR WEBSITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### 10. Dispute Resolution and Arbitration; Class Action Waiver

### Please Read This Provision Carefully. It Affects Your Legal Rights.

YOU AND ADR AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and Absolute Debt Relief LLC, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, "ADR") arising from or relating to these Terms of Use and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms of Use, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "Covered Disputes") will be settled by binding arbitration. Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advanced written notice of its intent to file for arbitration by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). ADR's address for Notice is: Absolute Debt Relief LLC, Attn: Legal Department, 200 Spectrum Center Dr, Suite 280 Irvine, CA 92618. The Notice must (1) include your name and address, (2) describe the nature and basis of the claim or dispute; and (3) set forth the specific relief sought ("Demand").

During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will conduct any arbitration proceedings by telephone or videoconference unless in-person appearances are requested by you or ADR and approved by the arbitrator. Any in-person appearances will be held at a location mutually agreed upon by you and ADR, or, in the absence of such agreement, at a location determined by the arbitrator. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitrator will apply applicable law and the provisions of these Terms of Use and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review.

ADR and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither ADR nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative or private attorney general arbitrations will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, by the laws of the State of California.

# 11. Privacy Policy

Please read the Privacy Policy carefully to understand how ADR collects, uses and discloses personally identifiable information from its users. By accessing or using the Website, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

# 12. Use of Websites and Content outside of the United States

ADR makes no claims regarding access or use of the Website outside of the United States. If you use or access the Website outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

## 13. Notice

ADR may provide you with notices by e-mail, regular mail or postings on any website. Notice will be deemed given twenty-four hours after e-mail is sent, unless ADR is notified that the e-mail address used is invalid. Alternatively, ADR may give you legal notice by mail to a postal address, if provided by you through any website. In such case, notice will be deemed given three (3) calendar days after the date of mailing.

All notices to ADR must be made in writing and mailed to:

Absolute Debt Relief LLC Attn: Legal Department 200 Spectrum Center Dr, Ste 280 Irvine, CA 92618

# 14. Governing Law and Jurisdiction

These Terms of Use shall be construed, interpreted and performed exclusively according to the laws of the State of California, United States of America, without giving effect to any principles of conflicts of law. You expressly agree that any action at law or in equity arising out of or directly or indirectly relating to these Terms of Use or this Website shall be filed only in the federal or state courts sitting in the Southern District of California and/or Orange County, California. You hereby consent and submit to

personal jurisdiction of such courts for the purposes of any action related to the ADR Website, your access or use thereof, or these Terms of Use, and to extra-territorial service of process.

## 15. Assignment

These Terms of Use may not be assigned by you. ADR may assign its rights and obligations set forth in these Terms of Use at any time.

## 16. Severability

Should any part or provision of these Terms of Use be held unlawful, void, invalid or unenforceable, that portion shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

## 17. Entire Agreement

Except as provided herein, these Terms of Use constitute the entire agreement between you and ADR pertaining to their subject matter. Certain provisions of these Terms of Use may be superseded or added to by designated legal notices or terms located on particular pages, applications, tools or other materials that you may access within this Website.

### 18. Waiver

ADR's failure to enforce any provision of these Terms of Use or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision.

## 19. Electronic Form

These Terms of Use and any related documents may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and ADR.

## 20. Term and Termination

These Terms of Use will take effect at the time you begin using the Website. ADR reserves the right, with or without notice, at any time and for any reason to deny you access to the Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the ADR Website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Website in your possession.

## 21. Customer Service and Contact Information

Absolute Debt Relief LLC 200 Spectrum Center Dr, Ste 280 Irvine, CA 92618 Phone: 949-298-8600

### 22. Communications

You agree that ADR may provide you communications about your User account electronically, via ADR's Website or through phone calls or in writing. Standard mobile, message, or data rates may apply and you are responsible for any such fees. Any electronic communications will be considered to be received by you within 24 hours of the time we email it to you or otherwise send it to your attention (such as via SMS or other online notification).

If we need to contact you to service your User account or to collect amounts you owe to us, you give direct consent to us, as well as servicers, agents, contractors and collectors of your User account, to communicate with you in any way, such as calling, texting, or email via:

A mobile phone or landline you provide to us.

Any email address you provide to us or one of our merchants.

Automated dialer systems and automatic telephone dialing systems.

Pre-recorded or artificial voice messages and other forms of communications.

By providing ADR with your e-mail, you authorize us to send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law. If you do not want to receive marketing emails, you can unsubscribe by sending an email to <a href="mailto:support@absolutedr.com">support@absolutedr.com</a> with the subject line "UNSUBSCRIBE", or by calling a ADR customer service representative at <a href="mailto:949-298-8600">949-298-8600</a>.

If you provide ADR with your cell phone number, then, to the extent available in your area, you authorize us to send SMS text messages to your cell phone number to provide account information and services regarding your application and/or loan with our lenders. ADR does not impose a separate charge to send or receive text messages. However, messages and data rates may apply from your wireless carrier. Please consult with your wireless carrier for applicable text messaging fees.

Additionally, we may contact you regarding your application and/or loan, for purposes which include but are not limited to assisting you with completion of your application, addressing any technical problems associated in completing your application, notification of transaction approval, payment reminders and collection efforts. If you do not want to receive SMS text messages, you can unsubscribe by sending an email to <a href="mailtosupport@absolutedr.com">support@absolutedr.com</a> with the subject line "STOP Transaction Texts" and your name in the body of the email, by replying to the text with the word "STOP" or by calling a ADR customer service representative at <u>949-298-8600</u>.

To ensure that inquiries are handled promptly, courteously, and accurately, phone calls between you and ADR or any of our affiliates, agents, assigns and service providers, may be monitored and recorded by ADR and any of our affiliates, agents, assigns and service providers, to enhance service provided to you. You consent to this monitoring and recording. You acknowledge and understand that, while your communications with ADR may be overheard, monitored, or recorded, not all telephone lines or calls may be recorded by ADR, and ADR does not guarantee that recordings of any particular telephone calls will be retained or retrievable. Notwithstanding this provision, ADR's delivery of any Disclosures (as defined in the ADR E-Sign Consent) governed by the ADR E-Sign Consent shall be subject to your consent or withdrawal of consent to receiving such Disclosures in electronic form.

### 23. Products and Services

Certain of the websites, and/or functionalities contained therein, operate as an online market place where visitors can research and submit requests for various different products and/or services, and research different types of consumer related loans, as well as other products and services. You understand and agree that if you submit a request for a product or service or for further information relating to a product or service offered through any of the websites, ADR will share that portion of your information as may be required in order to match you with selected providers of the products and/or services that you request. By submitting your contact information to us, you are expressly consenting to be contacted by us or by one or more providers of products and services by telephone, email or postal mail even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution.

You understand that ADR may obtain your personal information (such as your full name, address, telephone number and other information, including your social security number or date of birth) in order to establish your potential qualification for the various loan programs available through us and/or other lenders, and to estimate the terms under which said loans may be generally available to you. If you grant us authorization, ADR will use your personal information to obtain and use your credit report and/or credit score on your behalf for the purpose of estimating your qualification for the loans offered through us or our network of lenders.

In addition, you may be referred to ADR by a third party through whom you've requested loan-related information. You understand that the lender that may originate your loan (the "Lender") may keep your loan request information and any other information provided by ADR or received by them in the processing of your loan request, whether or not you are qualified for a loan with Lender or if you obtain a loan with Lender. You agree to notify Lender directly if you no longer want to receive communications from Lender. Lender is not attempting to make loans outside of its authorized states or country by participating in and offering its products on the websites. Lenders presented through our Website expressly reserve the right to discontinue, suspend or terminate the offering of any loan product in any specific state through the websites at any time, without prior notice.

# 24. Loan Eligibility Service

In connection with your use of this site, Absolute Debt Relief LLC shares your personal information with Monevo Inc to provide the loan eligibility service and their related tools and services. You acknowledge that by agreeing to these Terms of Use you have also read and agree to Monevo Inc's <u>Terms of</u> <u>Service, Credit Authorization Agreement</u>, <u>eConsent</u> & <u>Privacy Policy</u>.