

WEBSITE TERMS OF USE

1. **Acceptance of Terms of Use.**

By accessing or using a CreditSource website maintained by CreditSource, you (the “User”) signify and confirm that you have read, understand and agree to be bound by these terms of use (“Terms of Use”), regardless of whether you are a CreditSource customer.

In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Website or services offered on the Website, which may include payment processing services, credit application services, and other related services provided by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Website or services offered on the Website, the other agreement shall take precedence in relation to the specific aspects or services to which it applies.

IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE OUR WEBSITE.

2. **Changes to these Terms of Use.**

By accessing our Website, you acknowledge that we have the right to revise and amend these Terms of Use without prior notice. We will post any changes to these Terms of Use on the Website. Please refer back to the Terms of Use regularly. Your continued use of our Website following our posting of any such changes will mean that you accept such changes.

3. **This Website is for use by individuals 18 years of age and older.**

This Website is intended solely for natural persons who are eighteen (18) years of age or older, and any registration by, use of, or access to the Website by any person under 18 is unauthorized and in violation of these Terms of Use. By using the Website, you represent and warrant that, you are a natural person, you are 18 or older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use.

4. **Website use restrictions.**

Without our prior written consent, you may not:

- use any automated means to access this Website or collect any information from the Website (including, without limitation, robots, spiders, scripts, or other automatic devices or programs);
- frame the Website, utilize framing techniques to enclose any content or other proprietary information, place pop-up windows over this Website’s pages, or otherwise affect the display of this Website’s pages;
- engage in the practices of “screen scraping,” “database scraping” or any other activity with the purpose of obtaining content or other information; or

- use this Website in any manner that violates applicable law or that could damage, disable, overburden, or impair this Website or interfere with any other party's use and enjoyment of this Website.
- We may terminate or disable your access to this Website for any reason, with or without cause, including if we believe that you have violated or acted inconsistently with these Terms of Use.

5. User representations.

You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Website will violate or infringe upon the rights of any third party, including without limitation any copyright, trademark, patent, privacy, publicity, or other personal or intellectual property rights; or contain libelous, defamatory, or otherwise unlawful material.

Additionally, you agree not to use automated scripts to collect information from the Website or for any other purpose. You further agree that you will not use the Website in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Website.

In addition, you agree not to use the Website to:

- except where authorized by us, register for more than one User account, register or operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with or authority to act on behalf of any person or entity;
- upload, post, transmit, share, store, or otherwise make publicly available on the Website any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers, unless expressly authorized to do so by that third party;
- upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Website; or
- use or attempt to use another's account without authorization from that person, or create a false identity on the Website.

6. Information posted on the Website.

As between us and you, all content on the Website uploaded, published, or displayed by us, including designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement, is the property of GS or one or more of the GreenSky® program financing participants. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the owner's prior written permission. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

You are solely responsible for the information that you post to the Website. By posting information to the Website, you agree to (a) provide accurate, current, and complete information; (b) maintain the security of your password and identification, to the extent you are provided a password and identification; (c) promptly notify us of any changes to information or circumstances that could affect your eligibility to

continue using the Website; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

7. Consent to be contacted.

By accessing the Website, you agree to receive phone calls, messages and emails, including auto-dialed and pre-recorded voice message calls, and SMS messages (including text messages) from us, our affiliates, agents, and others calling at their request or on their behalf, at any telephone numbers or email addresses you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

8. Intellectual property.

Trademarks

The “CrediSource” name and all associated graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks, or trade dress in the United States. CS’s trademarks and trade dress may not be used, including as part of trademarks or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CrediSource.

Copyright Complaints

If you believe that any material on the Website infringes upon any copyright which you own or control, you may send a written notification of such infringement to our designated agent as set forth below:

CreditSource 712 N Pine Street, Green Cove Springs. FL - 32043

9. Links to other websites.

The Website may contain links to other web sites (“Third-Party Sites”). Third Party-Sites are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites accessed through the Website. If you decide to leave the Website and access the Third-Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern.

10. Disclaimers.

We reserve the right to change any and all content contained on the Website and any services offered through the Website at any time without notice.

The Website may be temporarily unavailable from time to time for maintenance or other reasons. We are not responsible for any problems or technical malfunction of any telephone or cable network or lines, servers or providers, computer equipment, software, failure of email, or technical problems or traffic congestion on the Internet or on the Website, including injury or damage to Users or to any other person’s devices related to or resulting from use of the Website.

Under no circumstances will we be responsible for any loss or damage, including any loss or damage to any user data, financial damages, lost profits, loss of business, or personal injury or death, resulting from anyone’s use of the Website.

11. Limitation of liability.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED OR PROHIBITED, IN NO EVENT WILL CS, THE CREDITSOURCE FINANCING PARTICIPANTS, OR ANY OF THEIR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF ANY OF US IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.