

iMerge Financial Terms of Service

Last Updated: March 2024

IMPORTANT – BEFORE ACCESSING OR USING ANY PART OF THE iMERGE FINANCIAL WEB SITE LOCATED AT WWW.IMERGEFINANCIAL.COM AND ANY PROGRAMS, SERVICES, PRODUCTS, MATERIALS, DOCUMENTATION, AND INFORMATION AVAILABLE THROUGH THE SITE OR USED IN CONNECTION THEREWITH (COLLECTIVELY, THE “SITE”), YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE AGREEMENT (THE “TOS”) CAREFULLY AS THEY GOVERN YOUR ACCESS TO AND USE OF THIS SITE. iMERGE FINANCIAL IS WILLING TO LICENSE THE USE OF THE SITE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS TOS. IF YOU DO NOT AGREE WITH THIS TOS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THIS SITE AND ARE INSTRUCTED TO EXIT THIS SITE IMMEDIATELY.

This TOS contains a **binding arbitration agreement**, which provides that you and we agree to resolve certain disputes through binding individual arbitration and give up any right to have those disputes decided by a judge or a jury. You have the right to opt out of our agreement to arbitrate. See the Legal Disputes section of this Agreement.

USER OBLIGATIONS.

By accessing or using this Site, 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 Site, including, without limitation, when you provide information via a Site registration form. If you provide any false, inaccurate, untrue, or incomplete information, iMerge Financial reserves the right to terminate your access and use of this Site. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this Site and agree not to interfere with the use and enjoyment of this Site by other Users and iMerge Financial’s operation or management of this Site. Moreover, you agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or representative of iMerge Financial when using this Site.

Use of the Internet and this Site is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While iMerge Financial has endeavored to create a secure and reliable Site, you should understand that the confidentiality of any communication or material transmitted to/from the Site over the

Internet or other global communication network cannot be guaranteed. Moreover, you understand that the technical processing and transmission of the Site may involve transmission over various networks. Accordingly, iMerge Financial 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. You assume sole and complete risk for using this Site and must make your own determination as to these issues.

Loan Applications: If applying for a loan through the Site, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, your application may be terminated and iMerge Financial may decline to provide any and all future use of the Site. We reserve the right to decline your application for a loan or not otherwise proceed in referring you to any third party service providers.

LICENSE GRANT RESTRICTIONS.

Notwithstanding the foregoing, you may not modify, alter, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, reproduce, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner not expressly permitted herein the Site. Moreover, you may not (i) use any “deep link,” “page scrape,” “robot,” “spider,” or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or in any way reproduce or circumvent the navigational structure or presentation of the Site to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site, (ii) attempt to gain unauthorized access to any portion or feature of the Site or any other systems or networks connected to the Site or to any iMerge Financial server or to any of the services offered on or through the Site, by hacking, password “mining,” or any other illegitimate means, (iii) probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site, (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or iMerge Financial’s systems or networks or any systems or networks connected to the Site, (vi) use any device, software, or routine to interfere with the proper working of the Site or any transaction conducted on the Site, or with any other person’s use of the Site, and (vii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to iMerge Financial on or through the Site. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING, COPYING OR REPRODUCING ANY SERVICES, PROGRAMS, PRODUCTS, OR MATERIALS PROVIDED BY iMERGE FINANCIAL TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986. iMerge Financial reserves the right to view, monitor, and record activity on the Site without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. iMerge Financial will also comply with all court orders involving requests for such information. In addition to the foregoing, iMerge Financial reserves the right to at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Site, or any portion of the Site, for any reason.

TERM AND TERMINATION.

This TOS will take effect at the time you begin accessing or using this Site, whichever is earliest. iMerge Financial reserves the right at any time and for any reason to deny you access to the Site or to any portion thereof, including any services offered, and to terminate this TOS. This TOS will terminate automatically if you fail to comply with the limitations described herein. Termination will be effective without notice. You may terminate at any time by ceasing to use the Site, but all applicable provisions of this TOS will survive termination, as outlined below. Upon termination, you must destroy all copies of any aspect of the Site in your possession. The provisions of this TOS concerning proprietary and intellectual property rights, submissions, events beyond iMerge Financial's control, confidentiality, indemnity, representations and warranties, disclaimers of warranty and liability, availability of records, admissibility of this TOS, termination, and governing law will survive the termination of this TOS for any reason.

PROPRIETARY RIGHTS.

All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Site, unless otherwise indicated, are owned, controlled, and licensed by iMerge Financial and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, iMerge Financial does not grant any express or implied right to you or any other person under

any intellectual or proprietary rights. Accordingly, your unauthorized use of this Site may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. Please be aware that iMerge Financial actively and aggressively enforces its intellectual property rights to the fullest extent of the law. Any software and other downloadable or printable programs, information, or materials available through this Site and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by iMerge Financial. The iMerge Financial logo, and all other names, logos, and icons identifying iMerge Financial and its products and services are proprietary trademarks of iMerge Financial, and any use of such marks without the express written permission of iMerge Financial is strictly prohibited. Other product and company names mentioned herein may be the trademarks and/or service marks of their respective owners.

PRIVACY POLICY.

iMerge Financial considers your personal identifying information to be private and operates this Site by keeping any collected personal identifying information confidential. Nevertheless, you understand, acknowledge, and agree that the operation of certain portions of the Site requires the submission, use, and dissemination of various personal identifying information, especially if you are seeking a loan or other related services. Accordingly, if you wish to access and use those areas of the Site, you acknowledge and agree that your use of this Site will constitute acceptance of iMerge Financial's personal identifying information collection and use practices. Please see iMerge Financial's [Privacy Policy](#) for a summary of iMerge Financial's personal identifying information collection and use practices.

SUBMISSIONS.

iMerge Financial welcomes your feedback and suggestions about how to improve this Site. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to iMerge Financial, you represent and warrant that such feedback does not infringe the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to iMerge Financial. In addition, any feedback received through this Site will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for iMerge Financial to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

THIRD PARTY PRODUCTS/SERVICES.

You acknowledge and agree that this Site may feature materials, products, and services provided by third parties. iMerge Financial makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third-party materials, products, and services. iMerge Financial expressly disclaims responsibility and liability for all third-party provided materials, products, and services contained on or accessed through the Site.

ADVERTISERS ON THIS SITE.

iMerge Financial, in its sole discretion, may post the advertisements of third parties on this Site. Your correspondence or any other dealings with advertisers found on this site are solely between you and such advertiser. You agree that iMerge Financial shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers on this Site. Moreover, iMerge Financial shall not be responsible or liable for the statements or conduct of any third party on this Site.

LINKS TO OTHER SITES.

iMerge Financial may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating related information, products, and services. These sites have not necessarily been reviewed by iMerge Financial and are maintained by third parties over which iMerge Financial exercises no control. Accordingly, iMerge Financial expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or quality of the products or services provided by or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.

LINKS TO THIS SITE.

iMerge Financial encourages and permits text links to this Site and its content. iMerge Financial is committed to the highest ethics and standards, and therefore, any links to this Site should not suggest that iMerge Financial promotes or otherwise endorses any third-party products, services, causes, campaigns, websites, content, or information. Moreover, no link may be used for commercial or fundraising purposes. iMerge Financial also reminds you that a link may not use or include any iMerge Financial logos, content, or designs without the express written consent of iMerge Financial.

DISCLAIMER.

WHILE iMERGE FINANCIAL ENDEAVORS TO PROVIDE THE MOST ACCURATE, UP-TO-DATE, AND RELIABLE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE, THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE ON OR THROUGH THIS SITE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. MOREOVER, iMERGE FINANCIAL MAY MAKE MODIFICATIONS AND/OR CHANGES IN THIS SITE OR IN THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS DESCRIBED IN OR AVAILABLE THROUGH THIS SITE AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE ON OR THROUGH THIS SITE. iMERGE FINANCIAL MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS DESCRIBED ON OR AVAILABLE THROUGH THIS SITE FOR ANY PURPOSE. iMERGE FINANCIAL ALSO DOES NOT WARRANT THAT THE SITE 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. PROGRAM IS NOT AVAILABLE IN ALL STATES.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL iMERGE FINANCIAL AND ITS AFFILIATES AND ALL OF THEIR EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, PROPRIETORS, PARTNERS, REPRESENTATIVES, SHAREHOLDERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, AND ASSIGNS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH THIS SITE, OR FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM, OR OTHERWISE ARISING OUT OF UTILIZATION OF THIS SITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF iMERGE FINANCIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY

MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF iMERGE FINANCIAL UNDER SUCH CIRCUMSTANCES SHALL NOT EXCEED ONE HUNDRED (\$100.00) DOLLARS IN THE AGGREGATE. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT SHALL REMAIN IN EFFECT.

INDEMNITY.

You agree to defend, indemnify, and hold harmless iMerge Financial and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, attorneys, predecessors, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Site, any breach by you of this TOS, or the submission by you of any material via the Site. iMerge Financial reserves the right to take over the exclusive defense of any third-party claim or action, and in such event, you shall provide iMerge Financial with such cooperation as is reasonably requested by iMerge Financial. You hereby release iMerge Financial and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Site.

LEGAL DISPUTES: BINDING ARBITRATION/CLASS ACTION WAIVER

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements. Therefore, if there is any dispute or disagreement arising from or related to the Terms of Service, your use of or interaction with the Site, or any data or information you may provide to iMerge Financial or that it may gather in connection with such use, interaction or transaction (collectively, "iMerge Transactions or Relationships"), neither party will have the right to pursue a claim in court, or have a jury decide the claim, and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Site or iMerge's services, or engaging in any other iMerge Transactions or Relationships, you agree to binding arbitration as provided below. The arbitration required under the Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended or any successor statute and not by state law. Client hereby agrees that any dispute arising

between or among the parties shall first be heard before a certified mediator with venue exclusively located in San Diego County, California or such other location as iMerge Financial maintains its corporate headquarters. Mediation may be attended telephonically or in person and must last a minimum of two (2) hours.

In the event there is no resolution through mediation, and in the event of any controversy, claim, or dispute between the parties arising out of or relating to this TOS. We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us through the mediation. If those efforts fail, you agree that any complaint, dispute, or disagreement you may have against iMerge Financial, and any claim that iMerge Financial may have against you, arising out of, relating to, or connected in any way with any iMerge Transactions or Relationships shall be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). This Section shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that the Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and iMerge Financial (the "Arbitrator"); the Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of the iMerge Transactions or Relationships and/or these arbitration provisions in this section, including but not limited to any claim that all or any part of the iMerge Transactions or Relationships is void or voidable; the Arbitration shall be held in San Diego County, California or such other location as iMerge Financial maintains its corporate headquarters. the Arbitrator (i) shall apply internal laws of the State of California consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the United States, irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with California or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief; the Arbitration can resolve only your and/or iMerge

Financial's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated; the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets; in the event it shall become necessary for either party to take action of any type whatsoever to enforce the terms of the Agreement, the prevailing party shall be entitled to recover all of its attorneys' fees, costs, and expenses, including all out of pocket expenses that are not taxable as costs, incurred in connection with any such action, including any negotiations, mediation, arbitration, litigation, and appeals; and if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Both you and iMerge Financial hereby waive to the fullest extent possible the right to trial by jury, and (ii) if the jury waiver set forth in this section is not enforceable, then any dispute, controversy or claim arising out of or relating to the Agreement or any of the transactions contemplated herein shall be resolved by judicial reference pursuant to Code of Civil Procedure Section 638 et seq. before a mutually acceptable referee or, if none is selected, then a referee chosen by the Presiding Judge of the California Superior Court for San Diego County, provided this provision shall not restrict any party from seeking to enforce any prejudgment remedies.

GENERAL PROVISIONS.

This TOS, iMerge Financial's [Privacy Policy](#), and any related or associated service, which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and iMerge Financial with respect to the use of the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and iMerge Financial with respect to this Site. Please note that iMerge Financial reserves the right to change the terms and conditions of this TOS and under which this Site and its many offerings are extended to you by posting a revised TOS. In addition, iMerge Financial may add or delete any aspect of this Site. Your continued use of this Site following any change will be conclusively deemed acceptance of any change to the terms and conditions of this TOS. Accordingly, please review the TOS found at this location on a periodic basis and review the "Last Revised" date at the top. This TOS has been made in and will be construed and enforced in accordance with the laws of the Commonwealth of California

as applied to agreements entered into and completely performed in the Commonwealth of California. ***Any cause of action related to use of this Site must be commenced within (1) year after the claim or cause of action arises or is otherwise reasonably known.*** The sole jurisdiction and venue for any mediation, arbitration or litigation arising out of this TOS shall be in San Diego, County California, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens, except that iMerge Financial may seek temporary injunctive relief in any venue of its choosing. This Site is controlled and operated by iMerge Financial and third party vendors with which it contracts from its offices within the United States. iMerge Financial makes no representation that the Site is appropriate or available for use in other locations, and access to the Site from territories or nations where any aspect of the Site is illegal is prohibited. You access this Site on your own volition and are responsible for compliance with all applicable local laws. Failure to insist on strict performance of any of the terms and conditions of this TOS will not operate as a waiver of any subsequent default or failure of performance. No waiver by iMerge Financial of any right under this TOS will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision, and the remainder of this TOS shall continue in effect. A printed version of this TOS and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. This TOS, iMerge Financial's [Privacy Policy](#), and any related or associated service are considered drafted by both parties and shall not be construed against any party as the drafter.

SMS and Auto Dialed Calls

By entering your contact information onto www.imergefinancial.com you expressly request to receive information via telephone call, email and text/SMS message (including through the use of an automatic telephone dialing system or artificial/prerecorded voice, even if your telephone number(s) is/are currently listed on any state, federal or corporate Do Not Call list). Consent is not a requirement to purchasing the goods or services that Company is offering. Standard text message rates and cellular data charges apply. You may opt-out by replying "stop" to any message that you receive.

PLEASE PRINT AND RETAIN A COPY OF THESE TERMS OF SERVICE FOR YOUR RECORDS.