

## **TERMS OF USE**

**PLEASE READ THESE TERMS AND CONDITIONS OF USE (“TERMS OF USE”) CAREFULLY. BY ACCESSING OUR WEBSITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE OR SERVICES AND MUST DISCONTINUE YOUR USE OF THE WEBSITE AND SERVICES.**

### **I. Introduction**

Welcome to <http://www.savvyloans.com>, including any linked websites and mobile applications (the “Site”). The Site is owned and operated by Good News Group LLC, d/b/a Savvy Loans Loans (“Savvy Loans,” “Company,” “we,” “our,” or “us”). Please review the Terms of Use before using our Site. The Terms of Use govern your use of the Site and can be printed in a form you can keep. These Terms of Use govern your use of the Site and any of the products and services made available through the Site (“Services”). By accessing or using the Site, you agree to these Terms of Use. Do not access or use the Site or the Services if you are unwilling or unable to be bound by the Terms of Use. By using the Site or using or applying for a Service, you are agreeing to these Terms of Use and the terms of our [Privacy Policy](#). These Terms of Use constitute a legal agreement between you and Savvy Loans governing your use of the Site and Services, unless superseded by the terms and conditions of any contract we enter into with you for Services. If you do not agree to these Terms of Use, then you must immediately leave the website because you do not have our permission to use it. As used herein, “user,” “you” and “your” mean the individual who accesses and/or uses the Site.

By using our website, you agree to the terms and conditions of use, including the:

- [Privacy Policy](#) which discloses how we collect, share, and protect your non-public personal information; and
- Arbitration Agreement with Class-Action Waiver, which describes how you and we must use binding arbitration to resolve any dispute arising from or relating to our services. Your use of this website creates a legal contract between you and us.

As the owner and operator of the Site, we reserve the right to change the Terms of Use from time to time. As a user of the Site, it is your responsibility to check the Terms of Use for changes. Your continued use of the Site following our posting of changes means that you accept those changes. Provided you comply with the Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited license to use the Site and its features, including your registration and use of an online account (an “Account”). Subject to applicable law, we reserve the right to terminate this license if we reasonably believe you have violated the Terms of Use.

The Terms of Use contemplate many instances when you must or may contact Savvy Loans. To

avoid repetition, we list our contact information here, define these touchpoints as our "*Customer Service Team*," and invite you to contact us by phone, email, or ordinary mail. Savvy Loans  
Attn: Customer Service Team

1220 River Bend Dr., Suite 250 Dallas, TX 75247

hello@savvyloans.com

+1 888 589 5171(Toll-free), +1 469 620 7928

## **II. Our Practices that Affect You**

### **A. Services**

From the Site, we make or arrange consumer loans and provide related consumer financial services to residents of Texas. The loan products we arrange, and Third-Party (defined below) lenders doing business with us, may vary based on the time you submit a loan application. 1.

#### **Loan Products**

In Texas, we arrange loans under the authority of a credit services organization ("*CSO*") and a credit access business ("*CAB*"). A Third-Party (defined below) lender will approve your loan. As registered CSO and licensed CAB, we arrange loans with a Third-Party (defined below) lender on your behalf and engage in all marketing and servicing activities for the Third-Party (defined below) lender. The Third-Party (defined below) lender makes the loans subject to Texas interest rate laws. If you elect to start a loan application, then you will confirm your address and state of residence from the form menu. We will display our Texas CSO registration and CAB license and provide any required Texas CSO or CAB disclosures. We also will identify the name of the Third-Party (defined below) lender that makes the loan.

#### **2. User Eligibility**

For all loan products, loans are available only to consumers who are the age of majority and have a valid social security number ("*SSN*"). By using the Site, you represent and warrant that you are at least age 18, that you have a valid SSN and that you are a resident of Texas. The Site is not directed at children under the age of 13. We do not knowingly collect personal information from any child under the age of 13 on the Site. At this time, our Services are available only for Texas residents.

### **B. Accounts**

To access and use our Services, you must create an Account.

#### **1. Account Services**

The list below illustrates the types of Services available from an Account ("*Account Services*"). As the owner and operator of the Site, we reserve the right to change the Account Services from time to time.

- Applying for a loan.
- Reviewing loan balance, transaction history, and payoff amount.
- Requesting or accepting an extension, refinance, or new loan.

#### **2. Account Creation and Login**

When you submit a loan application on the Site, we create an Account for you whether or not you obtain a loan. To login to your Account and Customer Dashboard, we will send a One Time Password (OTP) to your registered phone number.

By using an Account, you represent and warrant that the phone number you provided in your loan application is used and accessible by only you. You also acknowledge and agree to the statements listed below.

- You must safeguard your Account Credentials and Device so that others cannot conduct unauthorized activity on your Account.
- You may not sell, transfer, or assign your Account to others.
- You must notify us within five days if you change your phone number of record. ▪

You must notify us immediately if you see unauthorized activity on your Account

or if the security of your Account Credentials or Device has been compromised.

We reserve the right to suspend or terminate your Account if any of the Account information you provide is inaccurate, outdated, incomplete, or in violation of the Terms of Use. The Terms of Use will continue to apply until or unless your Account is closed.

### C. Privacy Policy

#### 1. Disclosure of Privacy Practices

Our [Privacy Policy](#) discloses how we collect, share, and protect your nonpublic personal information ("*NPI*"). You have the right to opt-out of our practices for collecting and sharing NPI. To exercise that right, you may contact our Customer Service Team. 2. Delivery of Privacy Policy

By using the Site, you agree to the privacy practices described in our [Privacy Policy](#), subject to any opt-out right you choose to exercise.

\*If you are a California resident, please contact us here [CONTACT INFORMATION], to learn more about your privacy and opt-out rights.

### D. Customer Identification Program

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.

If you apply for a loan from the Third-Party (defined below) lender partnering with us and for which we arrange loans, then our customer identification program requires us to ask for your name, address, social security number, date of birth, and other information that will allow us to identify you.

#### E. Record Retention

We retain data, information, and records about you, including NPI, for seven years following the date of last activity on your loan or for such a longer or shorter period as may be required by applicable record retention laws.

#### F. Specific Disclosures

In addition to the Terms of Use, our Services may require additional or different disclosures, agreements, or authorizations for specific loan products, jurisdictions, business models, or delivery platforms (collectively "*Specific Disclosures*"). These Specific Disclosures may be provided to you at a different Site page, such as the [State Licenses and Disclosures](#), or at a different stage in the loan origination process, such as at loan closing. To the extent the Specific Disclosures conflict with the Terms of Use, the Specific Disclosures will control. Upon submitting a loan application, you may receive additional Specific Disclosures depending on the state, loan product, and credit decision.

#### G. Third-Party Relationships

##### 1. Referrals and Links

In the Terms of Use, a "*Third-Party*" means any of the unaffiliated persons or entities described below.

- An independent lender or lenders with which we may share your loan application information for the purpose of obtaining a loan for you.
- Any Financial services company doing business with us or with whom information we share information for the purposes of facilitating Services to you.
- Service providers we engaged to provide services to us in connection with facilitating Services to you.

We may receive compensation for referring you to a Third-Party, and that Third-Party may custom match its products, services, actions, or communications ("*Third-Party Content*") to the information you provide us.

We do not control Third-Parties or Third-Party Content. We do not assume any responsibility or liability for Third-Parties, and we do not warrant or guarantee the scope or quality of Third-Party Content. Any services that you obtain through Third-Party Content will be subject to the Third-Party's privacy notice and any website terms of use that the Third-Party may apply. If you have any questions or concerns about Third-Party Content, then you should direct them to the Third-Party and not to us.

##### 2. Site Advertisements

The Site does not currently contain advertisements from Third-Parties for their services ("*Third-Party Advertisements*"). But as the owner and operator of the Site, we reserve

the right to change this practice in the future.

If the Site does publish Third-Party Advertisements in the future, then we may receive compensation for such advertisements. This compensation may affect the frequency, location, prominence, or category rank of a Third-Party Advertisement on the Site. Moreover, the Site will not include all products or offers available in the marketplace and will not provide tools for comparison shopping among advertised services.

## . Marketing Programs

### 0. Promotion Rules

From time to time, we may offer sweepstakes (i.e., games of chance), contests (i.e., games of skill or knowledge), or other sales promotions (collectively "*Promotions*") from the Site. Each Promotion may have additional terms and conditions governing it ("*Promotion Rules*"). These Promotion Rules will be available on the Site and are deemed incorporated by reference into the Terms of Use. It is your responsibility to read the Promotion Rules to determine the Promotion's eligibility and entrance requirements, limits on participation, prizes and awards, and odds of winning.

### 1. Rewards Program

We may offer a rewards program ("*Rewards Program*") for the Services offered on this Site. A Rewards Program allows a consumer to earn points that can be redeemed for gift cards or other items of value. Any Rewards Program we offer will comply with laws applicable to us as an arranger of loans. These laws and applicable program rules may limit eligible participants (e.g., our customers, not all consumers) or eligible activities (e.g., on-time payments, not repeat loans).

## II. Your Authorizations to Us

### A. Consent to E-SIGN and Electronic Communications

To submit a complete loan application, you must check a box confirming that you have reviewed the E-SIGN Consent document and then click the "Continue" or "Agree" button. By submitting a loan application, you consent to use electronic signatures ("*E-SIGN*") and you consent to receive all disclosures, agreements, records, messages, and other information in electronic form (collectively "*Electronic Communications*"). In the Terms of Use, "*Consent*" means both your E-SIGN consent and your Electronic Communications consent. Please review this section for details concerning the matters listed below.

- The effect and duration of your Consent.
- The types of Electronic Communications.
- The procedures for withdrawing your Consent or, alternatively, requesting a specific paper communication without withdrawing your Consent.
- The procedures for receiving Electronic Communications and updating your email

address.

- The minimum hardware and software requirements to access and retain Electronic Communications.

### 1. Effect and Duration of Consent

When we provide Services to you, we must obtain your signature on certain documents (e.g., a loan agreement) and we must deliver certain communications to you in writing (e.g., an adverse action notice). By providing your Consent, you agree that your electronic signature on a document has the same legal effect as your traditional wet ink signature. Similarly, you agree that your receipt of Electronic Communications has the same legal effect as your receipt of communications in paper form.

Your Consent applies to all present and future transactions that you apply for or enter into with us or with any Third-Party lender for which we arrange loans. Your Consent will remain effective until and unless you withdraw it. As explained in the subsections below, you may withdraw your Consent at any time. Alternatively, you may keep your Consent in place and request a specific communication in paper form.

### 2. Types of Electronic Communications

The term Electronic Communications includes documents that we have a legal obligation to deliver in writing as well as documents that we have the option to deliver in any form we choose. Thus, without limiting the generality of the previous sentence, the term includes initial and annual privacy policies, loan applications, loan approval letters and adverse action notices, loan agreements and arbitration agreements, payment reminders and billing statements, extension requests and payoff quotes, cure notices and collection letters, and all other disclosures delivered pursuant to applicable consumer protections laws such as those listed below.

- Texas CSO and CAB related laws.
- Equal Credit Opportunity Act and Regulation B.
- Electronic Funds Transfer Act and Regulation E.
- Gramm-Leach-Bliley Act and Regulation P.
- Fair Credit Reporting Act and Regulation V.
- Truth in Lending Act and Regulation Z.
- Servicemembers Civil Relief Act.

### 3. Withdrawing Consent or Requesting Paper Communications

You may withdraw your Consent at any time by contacting our Customer Service Team.

Savvy Loans  
Attn: Customer Service Team  
1220 River Bend Dr., Suite 250 Dallas, TX 75247  
hello@savvyloans.com  
+1 888 589 5171(Toll-free), +1 469 620 7928

Alternatively, you may keep your Consent in place and ask the Customer Service Team to deliver a paper version of any communication you specify. You will incur no fee for withdrawing your Consent or requesting a specific paper communication. Neither action will affect decisions made by us or credit decisions made by the Third-Party lenders for which we arrange loans.

#### 4. Accessing Electronic Communications

We deliver Electronic Communications by posting them to your Account and/or by emailing them to your email address of record. Importantly, our sending you an email alerting you that an Electronic Communication is available online has the same legal effect as our delivering the communication in paper form, regardless of whether you actually review the communication online. All Electronic Communications will be delivered in a form you can either print or download for your records.

It is your responsibility to keep your Account credentials and your email address up to date so we can deliver Electronic Communications to you. You must contact our Customer Service Team within five business days if you change your email address of record (i.e., the email address you provide us when you submit a loan application) or you change your other contact information of record (e.g., street address or phone number). To update your email address, street address, or phone number, you may either access your online Account or contact our Customer Service Team at any of the touchpoints listed below.

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#### 5. Minimum Hardware and Software Requirements

To access and retain Electronic Communications, you must have the hardware and software listed below.

- Active email address, with spam-filter settings adjusted to avoid diverting our emails from your inbox (*i.e.*, you should add us as a contact).

- Internet browser that supports 128-bit encryption such as later versions of Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Apple Safari, or Mozilla Firefox.
- Connection to the internet.
- Software that accurately reads and displays .pdf files such as Adobe Acrobat Reader.
- Personal computer, laptop computer, mobile phone, tablet, or any other device capable of connecting to the internet (collectively a "*Device*").
- Operating system capable of supporting all of the software listed above.
- Hard drive, or other storage device.

If you do not have this hardware and software, then you may not use the Site because you cannot provide Consent under applicable laws such as the federal Electronic Signatures in Global and National Commerce Act ("*E-SIGN*") and similar state statutes modeled on the Uniform Electronic Transactions Act ("*UETA*").

## B. Consent to Credit Inquiries and Reporting

### 1. Credit Inquiries

To submit a complete loan application, you must check a box confirming that you have reviewed the FCRA Consent document and then click the "Continue" or "Agree" button. By submitting a loan application, you are providing "written instructions" to us under the Fair Credit Reporting Act ("*FCRA*") to obtain information from your personal credit profile or other information about you from any consumer reporting agency ("*CRA*"), including but not limited to Experian. You authorize us – acting as the arranger of a loan made by a Third-Party lender – to obtain information about you from any CRA and from any non-CRA person or company for the purpose of verifying your identity, income, and ability to repay, verifying the information contained in your loan application, or otherwise evaluating your creditworthiness.

Your FCRA authorization extends to us and to our affiliates, agents, and assigns. This authorization will remain in effect until you pay in full any loan that we make or arrange. Until you repay such loan, you authorize us to submit inquiries to CRAs not only for the purpose of underwriting your loan but also for the purposes listed below.

- Servicing or collecting your loan.
- Evaluating your eligibility for an extension, refinance, or new loan.
- Improving our service quality of product offerings.



- Any other permissible purpose under applicable laws.

You acknowledge and agree that our CRA inquiries may appear on your credit reports and may affect your credit score(s). You have the right to dispute inaccurate information contained in that credit report by contacting the CRA directly.

To contact the specialty consumer reporting agencies used by us and the Third-Party lenders for which we arrange loans to make a dispute, use the following address:

Experian.com  
Attn. Customer Care  
PO Box 2390  
Allen, TX 75013

To make a dispute directly to our Third-Party lender or us, please submit your dispute in writing and include any relevant and sufficient supporting documentation to allow us to investigate your dispute to the following:

Savvy Loans  
Attn: Customer Service Team  
1220 River Bend Dr., Suite 250 Dallas, TX 75247  
hello@savvyloans.com  
+1 888 589 5171(Toll-free), +1 469 620 7928

Nothing in this section shall require the Third-Party lenders for which we arrange loans to extend credit to you. But if you do obtain a loan that we arrange, then you acknowledge and agree that we may report your payment performance to one or more CRAs, either on our own behalf or on behalf of the Third-Party lender for which we arranged the loan.

## 2. Incomplete Loan Application

If you begin a loan application and fail to complete it, then the Third-Party lender will deny the application for incompleteness after 25 days of inactivity. In determining whether a loan application is complete, the term "inactivity" means that you fail to perform a required action, fail to provide required information or documents, and fail to otherwise communicate with us concerning your incomplete application for a period of 25 days following the date you started the application.

## 3. Credit Reporting

We may report your loan payment performance to consumer reporting agencies or CRAs, including your failure to make scheduled or minimum payments on time. We also may respond to inquiries about our credit experiences with you as permitted by law.

## 4. Notice of Furnishing Negative Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## 5. Identity Theft

The practices listed below apply if you are a victim of identity theft.

- You may request that any information listed on the report as allegedly fraudulent be blocked so that it cannot be reported. The CRA must promptly notify you if the information is blocked.

- Information may be unblocked, based upon a preponderance of evidence. The permanently blocked information shall be unblocked if the information was blocked due to a material misrepresentation of the facts by you, if you agree that the information is blocked in error, or if you knowingly obtained possession of goods, services, or money as a result of the blocked transactions. The CRA must promptly notify you if the information is unblocked.

For more information about the steps to take to set up an alert, credit reports, or report identity theft contact:

Experian.com

Attn. Experian Fraud and Identity Theft

1 888 397 3742

## C. Consent to Instant Bank Verification

When processing your loan application or providing you Services, we may use Plaid to review recent transaction data from your bank account or prepaid debit card ("*instant bank verification*" or "*IBV*"). The purpose of IBV is to verify your ability to repay the loan that you applied for on the Site.

Plaid is a financial data aggregator, providing consumer-authorized financial data to us and to a wide variety of lenders, financial institutions, and merchants. In this section, "*Verification Service*" means Plaid, or any other vendor that provides us consumer-authorized financial data. For more information about the consumer-authorized financial data aggregation industry, you can consult your state consumer credit administrator or can review the CFPB's Consumer Protection Principles for Consumer-Authorized Financial Data Sharing and Aggregation.

### 1. Ability-to-Repay Verification

When you apply for a loan with us or with a Third-Party lender for which we arrange loans, the Third-Party lender may require you to perform IBV as a condition of

completing your loan application. Because IBV is a consumer-authorized action, you have no obligation to perform IBV if you decide you do not want to complete your loan application. But if you do want to complete your loan application by performing IBV, then the following procedures will apply.

- You will provide the Verification Service with your login credentials to the bank account or prepaid debit card from which you will repay the loan (your *"Repayment Account"*).
- The Verification Service will obtain recent transactions from your Repayment Account and will transmit that data to us. The Third-Party lender will then identify your recurring debts and determine the amount, interval, and reliability of the income directly deposited to your Repayment Account.
- Although we will review the Repayment Account data transmitted by the Verification Service to us, we will not receive or store the login credentials to your Repayment Account. Instead, the Verification Service will use and store those credentials in accordance with the Verification Services terms and conditions. You will decide whether you accept the Verification Service's terms and conditions before you perform IBV.
- For your convenience and review, this document provides a Plaid [Privacy Notice](#). Before performing IBV, we encourage you to visit the Verification Service's website to review the privacy policy then in effect. Your review will ensure that the above links are still current and that you accept the terms and conditions under which the Verification Service will use and store your Repayment Account login credentials and other financial data.

To submit a complete loan application for a Third-Party lender that requires IBV, you must check a box confirming that you have reviewed the IBV Consent document and then click the "Continue" or "Agree" button. By submitting a loan application, you authorize us to receive, review, and store recent transaction data from your Repayment Account if you authorize a Verification Service to obtain such data and transmit it to us.

## 2. Other Uses

Subject to applicable laws and other limitations, we may use the transaction data from your Repayment Account for purposes other than verifying your ability to repay a loan. These other uses may include those listed below (collectively *"Other Uses"*).

- Conducting fraud screening, identity verification, and Account information verification.
- Determining your eligibility for extensions, refinances, or new loans. ▪

Including you in marketing campaigns and promotions.

- Improving our service quality and product offerings.

By checking the box next to the IBV Consent document and then clicking the "Continue" or "Agree" button, you also authorize us to use Verification Service data not only for the purpose of verifying your ability to repay a loan but also for Other Uses. You also acknowledge that the login credentials to your Repayment Account are used and stored by the Verification Service and not by us.

### 3. Consent to Verification Service's Privacy Policy

By utilizing the instant bank verification services provided by Plaid (Plaid Inc., Plaid Financial Ltd. and Plaid, B.V.), you acknowledge and agree that the terms of Plaid's Privacy Policy (located [here](#)) will govern Plaid's use of such information, and you expressly agree to the terms and conditions of Plaid's Privacy Policy. Further, you expressly grant Plaid the right, power, and authority to access and transmit your information as reasonably necessary for Plaid to provide the Plaid Services to you.

**BY USING OUR SITE AND SERVICES, YOU AGREE THAT THE DATA SOURCES THAT MAINTAIN YOUR ACCOUNTS AND ANY THIRD-PARTIES THAT INTERACT WITH YOUR CREDENTIALS OR ACCOUNT DATA IN CONNECTION WITH OUR SITE OR SERVICES ARE NOT LIABLE FOR ANY LOSS, THEFT, COMPROMISE, OR MISUSE WHATSOEVER IN CONNECTION WITH OUR SITE OR SERVICES (INCLUDING NEGLIGENCE), EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW. DATA SOURCES MAKE NO WARRANTIES OF ANY KIND RELATED TO THE DATA PROVIDED BY OUR SERVICES--WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EXCEPT FOR PDFS OF OFFICIAL ACCOUNT DOCUMENTS, WE RETRIEVE ON YOUR BEHALF AND PROVIDE TO YOU WITHOUT ALTERATION, NO DATA PROVIDED BY OUR SERVICES IS AN OFFICIAL RECORD OF ANY OF YOUR ACCOUNTS.**

### D. Consent to Communications

#### 1. Email, Postal Mail, and Landline Phone

By using the Site and submitting a loan application, you authorize us and our affiliates, agents, Third-Parties and assigns to communicate with you by email, postal mail, and landline telephone for any lawful purpose, including application processing, loan servicing (e.g., payment reminders and ACH notifications required by the CFPB's small-dollar-loan rule), and debt collection (e.g., delinquency notices and debt-sale notices). You acknowledge and agree that no contact you authorize in this paragraph will be deemed unsolicited. If you want to revoke the authorization in the above

paragraph and issue a do-not-contact instruction, then you may do so at any time by contacting our Customer Service Team.

2. TCPA Consent Subject to Checkbox Selection at Loan Application If you submit a loan application, then the Site will ask whether you provide your prior express written consent for us and our affiliates, agents, and assigns to call or text your mobile phone number with the use of an automatic telephone dialing system ("*ADTS*") or a prerecorded message. In the Terms of Use, this optional consent is called "*Telephone Consumer Protection Act consent*" or "*TCPA consent*." We do not require you to provide TCPA consent as a condition of submitting a loan application. Consequently, whether you provide or decline TCPA consent – that is, whether you check or uncheck the checkbox next to the TCPA Consent document – you may continue the loan application by clicking the "Continue" or "Next" button on the application page where the TCPA Consent is presented. If you provide TCPA consent, then you agree that we and our affiliates, agents, and assigns may use an ATDS or a prerecorded message to call or text any mobile number that you provide us – whether on the Site, in a loan application, or otherwise – until and unless you revoke your TCPA consent.

By providing us with your mobile number and opting-in, you give Savvy Loans permission to send you account-related text messages, like payment reminders and notifications, in conjunction with the services you have requested.

- Number of messages will vary by account.
- By providing us with your mobile number and opting-in, you agree you have ownership rights or permission to use the number given to us.
- Message and data rates may apply.
- To opt out, contact our Customer Service Team
- To opt-out, text STOP to any text message we send you. An opt-out confirmation message will be sent back to you.
- To request support, text HELP to any text message we send you or email us at [EMAIL].
- If your handset does not support MMS, any MMS messages sent may be delivered as SMS messages.
- Wireless carriers are not liable for undelivered or delayed messages. E.

#### Consent to Telephone Monitoring and Recording

By using the Site and submitting a loan application, you authorize us and our affiliates,

agents, Third-Parties and assignees to monitor, tape, or electronically record our telephone calls with you, whether a call is inbound or outbound from your perspective. F. Consent to Governing Law

The Site is located in the State of Texas. The Arbitration Agreement described below shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. All other sections of the Terms of Use shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions.

G. Consent to disclosure of account and device information by wireless carrier By using the Site, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Savvy Loans or its service provider for the duration of your business relationship, solely to help the carrier identify you or your wireless device and to prevent fraud.

## **II. Arbitration Agreement with Class-Action Waiver**

**THIS ARBITRATION AGREEMENT DOES NOT APPLY IF (1) YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH A MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT AND (2) OUR DISPUTE INVOLVES THE EXTENSION OF CONSUMER CREDIT.**

By submitting a loan application or otherwise using the Savvy Loans website located at [www.savvyloans.com](http://www.savvyloans.com), the user of the Site ("you" or "your") and Good News Group LLC, d/b/a Savvy Loans ("Savvy Loans", "we," "our," or "us") agree to this section of the website's Terms of Use (the "*Arbitration Agreement*"). You and we intend for this Arbitration Agreement to satisfy the "writing" requirement of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("*FAA*"), meaning that this Arbitration Agreement is a "written agreement to arbitrate" that can only be amended by the mutual agreement of the parties.

If you do not agree to the terms of this Arbitration Agreement, then you have the right to opt-out of the Arbitration Agreement by delivering a writing to our Customer Service Team (1220 River Bend Dr., Suite 250 Dallas, TX 75247, [hello@savvyloans.com](mailto:hello@savvyloans.com)) within 30 days following your submission of a loan application. Your writing must state your name and email address and must include words similar to: "Arbitration Opt-Out."

### **A. You or we may elect to arbitrate Claims**

You and we agree that if we have a Claim against you or you have a Claim against us, either you or we may elect at any time to have such Claim(s) resolved by arbitration as provided below. The party electing arbitration agrees to notify the other party of its election pursuant to applicable rules of arbitration or as otherwise provided by law.

### **B. What is arbitration?**

Arbitration is a procedure used to resolve disputes. By participating in arbitration, YOU

GIVE UP YOUR RIGHT TO GO TO COURT. In an arbitration proceeding, a professionally trained, neutral, third party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties.

C. What is a "Claim?"

*"Claims"* means any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, or otherwise, and that we or our servicers or agents have against you or that you have against us, our affiliates, servicers, agents, directors, officers and employees. "Claims" also includes any and all claims that arise out of (i) the validity, scope and/or applicability of this Arbitration Agreement, (ii) your application for a loan, (iii) the loan agreement or any extended payment plan agreement, (iv) any prior agreement between you and us, including any prior loans or extended payment plans we have with you, or (v) our collection of any loan or payment plan. "Claims" also includes all claims asserted as a representative, private attorney general, member of a class or in any other representative capacity (collectively *"Representative Claims"*), and all counterclaims, cross-claims and third-party claims.

D. What rules apply to arbitration?

The arbitration will be governed by the consumer arbitration rules of the Better Business Bureau ("*BBB*"). Alternatively, you may elect to have the arbitration heard by and under the consumer rules of the Judicial Arbitration and Mediation Service ("*JAMS*"). Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator. The arbitration award will be in writing. Judgment upon the award may be entered by any party in any court having jurisdiction and will be final, binding and non-appealable. All statutes of limitations that are applicable to a Claim will apply to any arbitration between you and us.

E. Is class arbitration allowed?

No. If either you or we elect to resolve one or more Claims by arbitration, such Claim(s) will be arbitrated only on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class basis. The arbitrator will not conduct class arbitration and will not allow you to act as a representative, private attorney general, or in any other representative capacity.

F. Who pays the costs of arbitration?

We will pay our share of any arbitration fees. If you are unable to pay your share of the costs of arbitration, your arbitration fees may be waived by the BBB or other arbitration service provider you have selected. If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, pay your share of the arbitration fees. You and we each agree to pay

our own expenses for attorneys' fees, experts, and witnesses, unless applicable law gives you or us the right to recover any of those expenses from the other.

G. What law applies?

Since this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, it will be governed by the Federal Arbitration Act. If for any reason an arbitrator or a court of competent jurisdiction finds that the FAA does not apply or that any provision in this Arbitration Agreement is unenforceable, then this Arbitration Agreement will be governed by the arbitration laws of the state Texas, as may be amended from time to time.

H. Other Arbitration Terms

This Arbitration Agreement is an independent agreement. It will survive the closing and repayment of your loan, and it will be binding upon us, our successors, and assigns, and upon you and your heirs and assigns. The validity, effect, and enforceability of the prohibition against class actions and class arbitration will be determined solely by a court of competent jurisdiction. All other matters will be decided by the arbitrator. If a Representative Claim is asserted and a court refuses to enforce the prohibition on class arbitration, then every portion of the Arbitration Agreement will be null and void, and neither you nor we will be required to arbitrate the Representative Claim.

I. CLASS ACTION WAIVER

**BY USING THE WWW.SAVVYLOANS.COM WEBSITE, YOU AGREE THAT YOU ARE WAIVING ANY RIGHT YOU MAY HAVE TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING AGAINST US OR RELATED THIRD-PARTIES.**

### III. Other Terms and Conditions

A. Site Security

By using the Site, you agree to avoid attempting or taking any action listed below.

- Access data that is not intended for you.
  - Reverse engineer the Site.
  - Invade the privacy of, steal the identity of, or obtain NPI about any other user. ▪
- Probe or scan the Site for vulnerabilities.

- Create vulnerabilities through email phishing, tailgating (i.e., evading security measures at a building access points), USB drive baiting, or other social-engineering tactics.
- Breach our security or authentication measures.
- Interfere with the Services we provide to another user.



- Disrupt the Site with any antagonistic device or practice, including introducing a virus, overloading, flooding, spamming, mail bombing, or crashing.
  - Use robots, spiders, intelligent agents, or software tools to search or navigate the Site by automated means not generally available through third-party internet browsers such as Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Apple Safari, or Mozilla Firefox.

We use industry-standard physical, technical, and administrative security measures and safeguards to protect the confidentiality and security of your NPI. However, it is your responsibility to protect the security of your Account Credentials and Device. Additionally, please note that the e-mails and other communications you send to us through the Site are not encrypted.

## B. Cookies

*"Cookie"* means the small data files transferred by a website to your computer's hard drive. Cookies are typically classified as either "session" cookies or "persistent" cookies. Session cookies do not stay on your computer after you close your browser. Persistent cookies remain on your computer until you delete them or until they expire. Generally, web browsers automatically accept cookies by default. But you can usually stop or limit cookie acceptance by adjusting the preferences on your browser. In some instances, stopping or limiting cookies may render some site features unavailable or prevent the site from displaying properly.

We and our service providers send and receive cookies when you use the Site or other sites that are "powered by" a Third-Party on our behalf or that display our advertisements (*"Cookie Sites"*). Cookie Sites use cookies when you register an account, make purchases, request information, or personalize site settings.

If you accept the cookies used on a Cookie Site, then you authorize the Cookie Site operator to use information about you or your browsing preferences to personalize your browsing experience or customize your product offers. You can stop or limit cookie acceptance on a Cookie Site by adjusting the preferences on your browser. This action will typically not prevent you from fully navigating the Cookie Site.

## C. Disclaimer of Warranty

**WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE OR OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE**

**IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY.**

**D. Additional Disclaimers**

**WE DO NOT WARRANT THAT ANY CONTENT ON THE SITE, OR ANY DOCUMENT OR FEATURE OF THE SITE, WILL BE ERROR-FREE OR UNINTERRUPTED. WE DO NOT WARRANT THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS.**

**THE CONTENT IN THIS SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT WARRANT THAT THE FILES, DOCUMENTS, OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES, CONTAMINATION, OR DESTRUCTIVE FEATURES.**

**WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD-PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE. WE DO NOT VERIFY THE ACCURACY OF ANY FINANCIAL INFORMATION PROVIDED TO US BY THIRD-PARTIES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND FOR ANY LINKED SITES. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR FOR ANY LOSS OF DATA THAT RESULTS FROM YOUR USE OF OUR SERVICES OR FROM YOUR DOWNLOAD OF MATERIALS OR CONTENT FROM THE SITE. IF A JURISDICTION PROHIBITS THE ENFORCEMENT OF ALL THE WARRANTY DISCLAIMERS CONTAINED IN THE TERMS OF USE, THEN THE REMAINING WARRANTY DISCLAIMERS SHALL BE FULLY ENFORCEABLE TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

#### E. Limitation of Liability

**EXCEPT WHERE PROHIBITED BY LAW, WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, THIRD-PARTIES OR ASSIGNS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR YOUR INABILITY TO ACCESS THE SITE – EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A SIGNED WRITING, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SITE OR ITS CONTENT – WHETHER IN CONTRACT, TORT, OR OTHERWISE – SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID US IN THE PAST 12 MONTHS WITH RESPECT TO THE INCIDENT GIVING RISE THE CAUSE OF ACTION.** The foregoing limitation applies to the extent permitted by Texas law.

#### F. Indemnification

You agree to defend, indemnify, and hold harmless us and our affiliates, directors, officers, employees, agents, contractors, successors, Third-Parties or assigns from and against all third-party actions or claims, damages, and expenses, including reasonable attorneys' fees, arising from or relating to your breach of the Terms of Use. We reserve the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such third-party action or claim.

#### G. Waiver, Severability, and Integration

We do not waive any right or provision under the Terms of Use if we fail to exercise that right or enforce that provision in one or more past instances.

If any provision of the Terms of Use is held to be unenforceable by an arbitrator or a court of competent jurisdiction, then remaining provisions of the Terms of Use shall not be affected and shall be fully enforceable.

Except as expressly stated in the Terms of Use, the Terms of Use constitute the entire agreement between you and us concerning your use of the Site. Any other written or oral agreements or understandings previously existing between you and us concerning such use are hereby superseded and canceled.

#### H. Intellectual Property

Without our prior written consent, you may not copy, reproduce, publish, or otherwise use, in whole or in part, any materials, downloads, trademarks, copyrights, graphics, designs, logos, or text (collectively "*Content*") from the Site. You may not frame the Content, utilize framing techniques to enclose the Content, or deep link to the Content.

Your license to use the Site includes only personal use, not commercial use. You agree that

you will not remove or alter our registered trademark or modify any of the pages or downloaded materials from the Site, other than as needed to use our Services as a consumer.

#### I. Copyright Infringement

It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the federal Digital Millennium Copyright Act ("*DMCA*"). This section describes our notice and takedown procedures, listing the information that should be contained in any copyright infringement notice sent to us and identifying our designated agent for receipt of such notice.

##### 1. Infringement Notice

If you believe that the Site copies or reproduces your work in a way that constitutes copyright infringement, or if you believe that your intellectual property rights have been otherwise violated, please provide our designated agent a written notice containing the information listed below.

- Identification of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material or activity that you claim is infringing on your copyrighted work or that you believe we should take down or disable, together with information reasonably sufficient for us to locate the allegedly infringing material or activity.
- Information reasonably sufficient for us to contact you or other complaining party, such as an address, telephone number, or email address.
- The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."
- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- A physical or electronic signature of the person or entity owning the exclusive right that has been allegedly infringed or of a person authorized to act on behalf of such owner.

##### 2. Designated Agent

Deliver any written infringement notice to the designated agent listed below.

Savvy Loans

Attn: Legal

1220 River Bend Dr., Suite 250 Dallas, TX 75247

[hello@savvyloans.com](mailto:hello@savvyloans.com)

+1 888 589 5171(Toll-free), +1 469 620 7928