

LENDINGPAD TERMS OF SERVICE

NOTICE: THIS IS A CONTRACT BINDING YOU TO THE TERMS CONTAINED HEREIN. BY MANIFESTING YOUR ASSENT TO THIS CONTRACT (WHETHER BY ESTABLISHING AN ACCOUNT, AFFIRMATIVELY CLICKING ON THE "I AGREE" BUTTON BELOW, OR BY OTHERWISE ACCESSING OR UTILIZING THE LENDINGPAD SERVICES OFFERED BY WEI TECHNOLOGY, LLC THROUGH THE LENDINGPAD.COM WEBSITE) YOU ACCEPT AND AGREE TO THE OBLIGATIONS CREATED BY THIS CONTRACTUAL AGREEMENT IN THEIR ENTIRETY. YOU FURTHER ACKNOWLEDGE AND RECOGNIZE THAT THIS AGREEMENT IS BASED UPON GOOD AND VALUABLE CONSIDERATION AND YOU HEREBY ACKNOWLEDGE THE RECEIPT AND SUFFICIENCY OF THAT CONSIDERATION. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT UTILIZE THESE SERVICES.

I. Parties and Agreement:

This Contract is entered into between WEI Technology, LLC. ("LendingPad," "us," "we," "our" or "ours"), which has its principal place of business at 2010 Corporate Ridge Ste 700, McLean, Virginia, 22101, and you ("Customer," "you," "your," or "yours"), as the recipient or user of services rendered through our web-based loan-origination platform available at www.lendingpad.com (collectively, the "Parties"). If you purport to be acting on behalf of any other person, company, or entity, you hereby warrant and affirm that you have the actual authority to so act for that person, company, or entity, and agree to assume all responsibilities created by this Agreement if the person, company, or entity you purport to represent disclaims your representation or is found to have not acted through your actions. Capitalized terms used in this Agreement have the meaning provided in the Definitions section of this Agreement.

By using this Service, accessing the LendingPad website's Subscriber Areas, or utilizing the Services or Software made available through the LendingPad website, you manifest your agreement to the terms contained in this Agreement and the Terms of Use and Privacy Policy made available on the LendingPad website, as updated periodically. To the extent any conflict or difference exist between this Agreement and any Terms of Use or Privacy Policy contained on the LendingPad website, this document shall control. WEI Technology, LLC reserves the right to update and change this Agreement from time to time without notice. Any new features implemented shall become subject to this Agreement. Continuing to use the LendingPad services after any such changes or feature implementations shall constitute consent to such changes and acceptance of any new, changed, or modified terms or provisions.

You may not alter, supplement, or amend this Agreement unless we agree in a written agreement signed by both you and a duly authorized representative of WEI Technology, LLC. Any attempt by you to alter, supplement, or amend this Agreement other than through a signed, written agreement (as described above) is invalid. If you do not agree to the terms of this Agreement, you may not utilize our services. Therefore, as set forth in this Agreement, the Parties agree as follows:

II. Services Offered:

- A. Loan Origination Services: LendingPad offers a complete suite of loan origination products via its “LendingPad” product line. The Specifications of the products offered are delineated as “Brokers’ Edition,” “Bankers’ Edition,” and “Institutions’ Edition.” All services are offered through a “Software-as-a-Service” model that is designed to provide critical process management, connectivity, and integration to the lending supply chain, ensuring optimized execution and transparent, efficient, and effective processes. Current pricing options for various services can be found via the hyperlinks below. Customer must agree to the applicable fee schedules and pricing options, and render payment, before access will be granted.
- i. Brokers’ Edition: The Brokers’ Edition offers mortgage brokers the ability to originate loans securely through our web-based software package. Customers that wish to select LendingPad’s Brokers’ Edition may choose between our Broker Basic package or our Retail Broker package. The pricing options and specific functionality available for each package can be reviewed by following the hyperlinks in this paragraph for the specific package.
 - ii. Bankers’ Edition: The Bankers’ Edition offers a complete suite of loan origination products for retail mortgage bankers, commercial banks, and credit unions. This Edition offers the ability to originate loans securely through our web-based software package. It also offers functionality to assist users with underwriting, secondary, closing/funding, post-closing, and subservicing needs and obligations. Customers that wish to select LendingPad’s Bankers’ Edition may choose between our Retail Mortgage Bankers’ package and Wholesale Mortgage Bankers’ package. The pricing options and specific functionality available for each package can be reviewed by following the hyperlinks in this paragraph for the specific package.
 - iii. Institutions’ Edition: The Institutions’ Edition (aka, the “Secondary Market Investor Edition”) allows companies to track loan investor inventory and characteristics, to administer wholesale and correspondent channels, and perform secondary management tasks with secondary market investors such as Fannie Mae or Freddie Mac. Customers that wish to select LendingPad’s Institutions’ Edition may choose between our Commercial Banks/Credit Unions’ package and Institutional Investors’ package. The pricing options and specific functionality available for each package can be reviewed by following the hyperlinks in this paragraph for the specific package.

B. Lender-Borrower Loan Connecting and Evaluation Services:

- i. Connecting Service Availability: LendingPad's cloud-based mortgage origination platform helps Lenders and Borrowers connect with each other and manage lending and borrowing options and relationships. Lenders receive access to this service through the Loan Origination platforms described in Section II.A., above. Borrowers receive access to this service through our "Borrower" Consumer module, which is intended for Borrowers and which requires users to establish a consumer-level account.
- ii. Connecting Lenders and Borrowers: Our services operate to connect Lenders with Borrowers to facilitate the extension of credit from the Lender to the Borrower. Lender-Borrower connections made through our service are not exclusive and multiple connections of various lenders and borrowers may be made. Use of our platform, however, does not guarantee that Lenders and Borrowers will be connected or that connections will result in loan agreements between the connected parties. Any lending or borrowing relationships or undertakings between Lenders and Borrowers is completely outside our control and is completely between the parties to any such agreement(s). We do not have or exercise any control or judgment over the criteria by which Lenders or Borrowers offer or evaluate loans or extensions of credit. We do not control or have input regarding the terms or conditions of any loan offerings offered by Lenders utilizing our platform. Lenders and Borrowers must exercise their own judgment and discretion to decide if a particular lending relationship is appropriate for the particular Customer.
- iii. Connecting Process: To begin the Connecting process, prospective Borrowers must provide information to us that will be shared with prospective Lenders. Prospective Lenders must share with us general terms of loan packages available for prospective Borrowers. Based on the needs of the prospective Borrower and the Lenders' available loan programs or products, we will attempt to provide prospective Borrowers with information pertaining to loan options from prospective Lenders that appear generally to be of interest to the prospective Borrower.

C. Payment of Applicable Fees: Upon payment of the access fee(s) applicable to the package(s) selected by Customer, which may include additional costs associated with (1) specific Customer needs, (2) Statements of Work, and (3) any late fees as set forth below, and upon creation of Access Credentials, Customer will be granted access to the LendingPad services applicable to the package(s) selected by Customer and will be able to establish User accounts for the number of Users

authorized by the specific package purchased by Customer. Payment must be received and verified before access will be granted. Unless otherwise agreed to by WEI Technology, LLC, all fees are due in advance and are payable in U.S. dollars. Customer is responsible for any taxes, assessments, or governmental fees associated with the subscription to and use of the LendingPad services.

- D. Complimentary Accounts: Notwithstanding anything to the contrary herein, access to certain services is without charge if the Customer is a member in good standing of a participating trade association and has received a complimentary account for such services from a LendingPad representative. Customer's access to the services will terminate immediately upon the earlier of (i) the termination of the LendingPad's agreement with the applicable trade association or (ii) the breach by Customer of any material provisions of this Terms of Service.

- E. Service Levels and System Uptime: WEI Technology, LLC will take commercially reasonable efforts to maintain system uptime and accessibility. Except as otherwise provided in the provisions of the specific package Specifications selected and purchased by Customer, however, WEI Technology, LLC makes no guarantee that there will be no breaks in service or that services will always be available. Except as provided in the provisions of the specific package selected and purchased by Customer, WEI Technology, LLC expressly disclaims any guarantee of or liability for any system failures, system downtime, system instability, or other accessibility problems and you agree to hold WEI Technology, LLC harmless for any such incidents.

III. Accounts, Duration, and Access to Services:

- A. Access to Services: Upon payment of the fee(s) applicable to the package(s) selected by Customer, in the case of a paying Customer, and upon creation of Access Credentials for the applicable User account(s), WEI Technology, LLC grants to Customer, subject to all the terms and conditions of (1) this Agreement and (2) the specific package to which Customer subscribes, a non-exclusive, non-transferable, non-sub licensable license to access and use the LendingPad Services via the Internet for the duration of the Term Period. Lending Customers ("Lenders") may use the Service solely for internal business purposes for the number of Authorized Users authorized by the specific package purchased by Customer. Borrowing Customers ("Borrowers") may use the Service solely for personal or individual use. Under no circumstances are any Customers or Users authorized to resell or divulge for profit or remuneration, or otherwise disclose regardless of profit or remuneration, to any third party any information obtained through the LendingPad services except as intended to facilitate connections between specific

Lending Customers and specific Borrowing Customers as contemplated by this Agreement.

- B. Duration and Late Fees: The duration of this Agreement begins upon WEI Technology, LLC's granting of a license to access the LendingPad Services, as described in Section III, A (above), and shall continue on a month-to-month basis, expiring on the last day of the month (the "Term Period"). Upon expiration of any Term Period, this Agreement shall renew automatically for an additional Term Period under the terms of the service package(s) previously chosen by Customer unless altered or cancelled by either party before the date of such automatic renewal; payment for the subsequent Term Period will become due upon renewal. If Customer has previously provided a payment mechanism to satisfy applicable access fees or other fees or costs, Customer hereby authorizes WEI Technology, LLC to bill Customer through the previously provided payment mechanism unless Customer provides alternate payment mechanism for a subsequent Term Period prior to the expiration of the current Term Period. If the previously-provided payment mechanism fails, or if Customer's account otherwise goes into arrears, Customer agrees that WEI Technology, LLC may assess late fees of 1.5% of the outstanding balance per month on any and all past-due amount(s). If payment is not rendered when due, WEI Technology, LLC is under no obligation to continue rendering services and may suspend, disable, or terminate past-due account at its sole discretion and without prior notice to Customer.
- C. Access Credentials: Access credentials are the sole responsibility of the Customer. Customers and Users are encouraged to use long and complex passwords of at least thirteen characters, consisting of upper-case, lower-case, numeric, and special characters, that have not been previously used in any way elsewhere, to prevent unauthorized access in the event of a "brute force," "credential stuffing," or other form of cyber attack. Customer assumes all risk and responsibility for creating passwords of sufficient length and complexity. Each User must have his or her own Access Credentials. The number of Users to whom access is granted (*i.e.*, the number of Access Credentials authorized) is controlled entirely by the specific access package selected and purchased by the Customer. Access Credentials may not be disclosed to, shared with, or distributed to others, and you agree to take full responsibility for any activities or actions occurring under your account. If your credentials are lost, stolen, or otherwise compromised, you must immediately notify us either by email to support@lendingpad.com or by telephone at 202-796-2790.
- D. Transferability: User accounts are not transferable and you may not share your log-on credentials with others or allow others to use your account other than as provided for the specific account options associated with the specific LendingPad package purchased by Customer. You, alone, are responsible for keeping your log-on credentials private and confidential

and hereby assume any and all risks associated with a violation of this provision. IN THE EVENT THAT YOUR CREDENTIALS ARE USED TO ACCESS OUR SERVICES IN VIOLATION OF THIS PROVISION, EITHER WITH YOUR KNOWLEDGE OR THROUGH YOUR NEGLIGENCE, YOU HEREBY ACCEPT ANY ASSOCIATED LIABILITY AND AGREE TO INDEMNIFY WEI TECHNOLOGY, LLC FOR ANY AND ALL COSTS, EXPENDITURES, LIABILITIES, FINES, JUDGMENTS, PENALTIES, REIMBURSEMENTS, OR ASSESSMENTS ASSOCIATED WITH THE IMPROPER USE OF YOUR CREDENTIALS.

- E. Capacity: LendingPad may be utilized only by persons at least 18 years of age. This site and the LendingPad services are not intended for children or to be used by anyone under the age of 18. Persons who have been deemed incompetent by a court of law, or who otherwise lack contractual capacity, may not utilize this website or the LendingPad services.

IV. Intellectual Property Rights:

- A. Ownership of Products and Software: All materials provided by WEI Technology, LLC to Customer with respect to the LendingPad products or services, including but not limited to the Software, Confidential Information, proprietary data, proprietary documentation associated with the LendingPad products or services, or other proprietary information developed or provided by WEI Technology, LLC, LendingPad, or any subsidiaries, affiliates, or agents thereof (including the underlying computer code of our product and/or its web-based application, or any hosted portion thereof; graphics; logos; icons; images; and any non-public methodologies, equipment, processes, or procedures used by WEI Technology, LLC to deliver the LendingPad products and/or services, including any copyrights, trademarks, patents, trade secrets, and any other intellectual property rights inherent in and appurtenant to the LendingPad products and/or services), shall remain the sole and exclusive property of WEI Technology, LLC. Except for any preexisting Customer Intellectual Property Rights, Customer Data, and Confidential Information provided by Customer under this Agreement, and subject to any third-party rights or restrictions, WEI Technology, LLC will own all Intellectual Property Rights in or related to all deliverables that are developed or delivered by us hereunder or pursuant to any subsequent Statement of Work.

- B. Customer Data:

- i. Title and Ownership of Customer Data: Customer shall retain title to and ownership of Customer Data but grants WEI Technology, LLC (and its service providers and affiliates, to the extent those affiliates are working for WEI Technology, LLC) a limited, irrevocable, non-exclusive, royalty-free, transferable, global license to access, store,

process, and use Customer Data solely for the purposes of providing services and/or complying with the obligations of LendingPad under this Agreement or as otherwise authorized by our Privacy Policy, which is incorporated into this Agreement by reference. WEI Technology, LLC will not disclose, sell, assign, lease, or otherwise dispose of or commercially exploit Customer Data in any manner other than as set forth herein, including pursuant to our Privacy Policy, without prior written consent of the Customer, except to the extent such disclosure or use is required by law, rule, regulation, or government or court order. The foregoing restrictions on Customer Data shall not apply to De-Identified data, which may be used by WEI Technology, LLC and its affiliates for business purposes. WEI Technology, LLC will establish and maintain commercially reasonable safeguards against the unintended destruction, loss, or alteration of Customer Data in our possession.

- ii. Retention of Customer Data: Upon termination of this Agreement for any reason, WEI Technology, LLC may retain Customer Data for a reasonable limited period of time to facilitate business or operational needs, to assist with future Customer return to the LendingPad services, or for other legitimate purposes. WEI Technology, LLC, however, is under no obligation to retain Customer Data and may irrevocably delete or otherwise dispose of Customer Data.

- C. Information Privacy and Data Security: Although data security risks cannot be completely eliminated, WEI Technology, LLC will take commercially reasonable precautions to protect data and information provided to us or stored with us in connection with your use of the LendingPad Services. Your use of our Services and the accompanying decision to provide information to us, however, is completely voluntary. Accordingly, you agree to hold WEI Technology, LLC and its Representatives harmless for any improper or unlawful acquisition of your information by any third party. You hereby agree to protect your computer system, network, or applications (the Customer Systems) from risks that could lead to data security incidents. In the event that a data security incident can be traced to a security deficiency or failure attributable to you or your computer system(s), YOU AGREE TO HOLD WEI TECHNOLOGY, LLC HARMLESS FOR ANY SUCH DATA SECURITY INCIDENT AND TO INDEMNIFY WEI TECHNOLOGY, LLC FOR ANY COSTS, FINES, FEES, ASSESSMENTS, OR OTHER EXPENDITURES INCURRED TO INVESTIGATE, REMEDIATE, OR OTHERWISE ADDRESS THE DATA SECURITY INCIDENT.

- D. Affirmative Restrictions: You hereby agree that you will not, directly or indirectly, do or allow to be done through you any of the following:

- i. Alter or modify any part of the LendingPad Products, Software, or Services;
- ii. Copy or duplicate, or permit a third party to copy or duplicate, any aspect of the LendingPad Products, Software, or Services;
- iii. Modify, translate, or create derivative works of the LendingPad Products, Software, or Services;
- iv. Decompile, decipher, reverse engineer, disassemble, or otherwise reduce or attempt to derive or discover the source code, algorithms, specifications, architecture, or other elements of the LendingPad Products, Software, or Services;
- v. Create any link to the LendingPad Services or frame or mirror the content contained thereon, or accessible from, the LendingPad platform;
- vi. Create, control, or operate any service, company, entity, or operation competing directly with WEI Technology, LLC's LendingPad Services.
- vii. Sublicense, transfer, sell, resell, lease, assign, give, distribute or disclose the LendingPad Products, Software, or Services, or any license to access the LendingPad Products, Software, or Services, to any third party.

The provisions of this section shall survive the expiration or termination of this Agreement.

V. Acceptable Use Policy:

A. Unacceptable Use: WEI Technology, LLC requires that all Customers and other Users of the LendingPad Services conduct themselves with respect toward others. WEI Technology, LLC hereby implements and enforces the following Unacceptable Use Policy, to which you agree by accepting the terms of this Agreement. Pursuant to that policy, the following rules apply to your use of the Service:

- i. Abusive Behavior: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
- ii. Privacy: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without the person's

affirmative consent and permission. Do not cooperate in or facilitate identity theft or fraud.

- iii. Intellectual Property: Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
 - iv. Hacking, Viruses, and Network Attacks: Do not access any computer, computer network, or communications system without authorization, including the computers used to provide the LendingPad Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
 - v. Spam: Do not send bulk, unsolicited emails (“Spam”) or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-SPAM Act of 2003 or any other similar laws or laws designed to prevent or control unsolicited emails.
 - vi. Fraud: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
 - vii. Violations of Law: Do not violate any Law.
- B. Consequences of Violation: Violation of this Acceptable Use Policy, or the Agreement at large, may lead to suspension or termination of your account(s), notification of illegal or improper activities to regulatory and/or governmental bodies, or legal action against you. In addition, you may be required to pay for the costs of investigation and remedial action related to violations of this Policy or this Agreement. To the extent your conduct constitutes a violation or suspected violation of any law, you agree and consent that WEI Technology, LLC may provide any and all relevant information to law enforcement personnel for purposes of investigating a violation or alleged violation of law. WEI Technology, LLC reserves the right to take any other remedial action it sees fit.

- C. Reporting Unacceptable Use: WEI Technology, LLC requests that anyone with information about a violation of this Acceptable Use Policy report it via email to support@lendingpad.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including the email or internet protocol (IP) address, along with any other available information that can identify the violator, as well as details of the violation.
- D. Revision of Acceptable Use Policy: WEI Technology, LLC may, from time to time, update this Acceptable Use Policy by posting a new version on this page and sending the Customer or User written notification (which may be in a digital or electronic format) of the change. The new version will become effective on the date of such notification.

VI. Limitations, Disclaimers, and Wavier of Warranties:

- A. WE ARE NOT A LENDER OR BROKER AND DO NOT ACCEPT APPLICATIONS FOR, OR MAKE DECISIONS REGARDING, LOAN APPLICATIONS, LOANS, OR EXTENSIONS OF CREDIT. WE ARE NOT A FINANCIAL INSTITUTION. WE ARE NOT LICENSED BY, AUTHORIZED BY, OR REGISTERED WITH ANY STATE OR FEDERAL REGULATORY OR GOVERNMENTAL BODY IN CONNECTION WITH THE SERVICES WE OFFER THROUGH LENDINGPAD.COM. WE ARE NOT YOUR AGENT, NOR ARE WE AN AGENT OF ANY LENDER OR BORROWER. WE ARE A TECHNOLOGY COMPANY OFFERING THE USE OF OUR SOFTWARE AND CLOUD-BASED PLATFORM FOR OTHERS TO CONDUCT BUSINESS OR FIND OTHERS OFFERING OR SOLICITING LOANS OR OTHER FINANCIAL OFFERINGS. PARTIES UTILIZING OUR SERVICES TO INTERACT OR ENGAGE IN BUSINESS WITH OTHER PARTIES DO SO AT THEIR OWN RISK AND OF THEIR OWN ACCORD, AND ARE SOLELY RESPONSIBLE FOR RESEARCHING, VALIDATING, AND UNDERSTANDING THOSE OTHER PARTIES, THE SPECIFIC FINANCIAL POSTURES OF THOSE PARTIES, AND ANY CONTRACTUAL DUTIES OR OBLIGATIONS CONTEMPLATED, SOLICITED, OFFERED, ACCEPTED, OR OTHERWISE UNDERTAKEN WITH THOSE PERSONS OR ENTITIES. WE DO NOT ENDORSE, RECOMMEND, OR MAKE OTHER REPRESENTATIONS REGARDING THE USERS OF OUR SERVICES TO OFFER OR SOLICIT LOANS OR EXTENSIONS OF CREDIT. BORROWERS AND LENDERS ARE SOLELY RESPONSIBLE FOR RELATIONSHIPS, LOANS, OFFERINGS, REPRESENTATIONS, AND/OR CONTRACTUAL OBLIGATIONS OFFERED OR SOLICITED THROUGH OUR SERVICE. BY USING OUR SERVICE, YOU AGREE THAT NEITHER WE NOR OUR REPRESENTATIVES ARE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DAMAGES, COSTS, FEES, FINES, ASSESSMENTS, OR OTHER HARMS RELATED TO OR ARISING FROM YOUR RELATIONSHIP WITH US OR YOUR

RELATIONSHIP WITH ANY LENDER OR BORROWER UNDERTAKEN THROUGH OR IN CONNECTION WITH OUR SERVICES, AND YOU AGREE TO THE INDEMNIFICATION PROVISIONS PROVIDED ELSEWHERE IN THIS AGREEMENT.

- B. Customer hereby warrants and avers (1) that it is compliant with all applicable Laws controlling any lending or financial offerings or operations it is offering or promoting; (2) that Customer has obtained any and all necessary licenses or registrations, and has satisfied all other regulatory or other obligations related to its offered lending or financial operations or services; and/or (3) that it has or will independently research any person or entity with whom it is connecting through the LendingPad services to verify and satisfy itself that the other person or entity is fully licensed, registered, or otherwise compliant with any and all applicable rules, laws, or obligations. CUSTOMER UNDERSTANDS AND AGREES THAT WEI TECHNOLOGY, LLC, WHETHER VIA THE LENDINGPAD SERVICES OR OTHERWISE, IS NOT RESPONSIBLE FOR VERIFYING THIS INFORMATION. CUSTOMER FULLY ASSUMES ALL RESPONSIBILITY FOR, OR LIABILITY ARISING FROM, ANY LICENSING, REGISTRATION, OR OTHER REGULATORY OBLIGATIONS AND AGREES TO INDEMNIFY AND HOLD HARMLESS WEI TECHNOLOGY, LLC FOR ANY CLAIMS ARISING FROM, OR RELATED TO, ANY SUCH ISSUES.
- C. WEI Technology, LLC warrants that the LendingPad services will perform substantially and materially in accordance with the functions described in the user documentation under normal use and circumstances by Authorized Users of the Services, in accordance with this documentation and the specific provisions of the applicable package selected and purchased by Customer. UNDER NO CIRCUMSTANCES, HOWEVER, IS WEI TECHNOLOGY, LLC LIABLE FOR ANY DEFECTS OR ERRORS IN THE LENDINGPAD SERVICES OR THE PROGRAMMING ON WHICH IT IS BASED. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, WEI TECHNOLOGY, LLC'S ENTIRE LIABILITY AND CUSTOMER'S ENTIRE REMEDY SHALL BE, AT WEI TECHNOLOGY, LLC'S OPTION, TO (I) MODIFY THE SERVICES TO CONFORM TO THE DOCUMENTATION; (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CUSTOMER'S REQUIREMENTS; OR (III) IF NEITHER OF THE FOREGOING IS COMMERCIALY REASONABLE, TERMINATE THIS AGREEMENT WITH NO FURTHER LIABILITY TO WEI TECHNOLOGY, LLC. THESE REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR A CLAIM OF BREACH OF WARRANTY UNDER THIS AGREEMENT. EXCEPT FOR INDEMNIFICATION OBLIGATIONS THAT MAY ARISE HEREUNDER, CUSTOMER EXPRESSLY AGREES THAT THE USE OF THE LENDINGPAD SERVICES IS A T THE CUSTOMER'S SOLE RISK.

- D. Customer is solely responsible for any interactions with advertisers, vendors, third party service providers and other users (collectively, "Third Parties"). We are not responsible for the activities, omissions, or other conduct, whether online or offline, of any Third Party. We are not responsible for any incorrect, inaccurate, or unlawful content posted through the Service by Third Parties. Under no circumstances shall we be responsible for any loss or damage resulting from the use of LendingPad by Third Parties or from any content posted on LendingPad or transmitted to users by Third Parties, or any interactions with Third Parties, whether online or offline.

VII. Choice of Law and Dispute Resolution:

- A. Choice of Law: This Agreement is governed by the laws of Virginia without regard to any conflict of law rules.
- B. Venue: Subject to the Arbitration provisions set forth below, the parties hereby agree that any action or claim brought in connection with, or based in any way upon, this Agreement, or any action or claim brought by Customer against WEI Technology, LLC, regardless of whether that claim sounds in contract, tort, or otherwise, including any decision to enforce an arbitration award, will be brought only in the state of Virginia, County of Fairfax, and that any attempt for such a claim to be brought in another location shall be deemed null and void. The Parties hereby manifest their intent to submit to the jurisdiction of Virginia for all claims falling within the scope of this provision.
- C. Arbitration: The parties agree that any controversy, claim, or action arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection). The arbitration shall take place in Fairfax County, Virginia before a single arbitrator. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

VIII. Limitation on Time to File Claims: YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE LENDINGPAD SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS HEREBY AGREED TO BE WAIVED AND PERMANENTLY BARRED.

IX. General Indemnification:

- A. Direct Indemnification: You agree to defend and indemnify WEI Technology, LLC and its Representatives, officers, owners, directors,

shareholders, parents, subsidiaries, agents, affiliates, successors, and assigns for any Losses, claims, expenses, or costs of any kind, including reasonable attorney fees, arising from (1) your use of the LendingPad Services, (2) your failure to comply with the LendingPad Terms of Service, (3) negligence, actions, or omissions, (4) violation or alleged violation of any law, or (5) violation or alleged violation of the rights of any third-party.

- B. Third-Party Claim Indemnification: You agree to defend and indemnify WEI Technology, LLC and its Representatives, officers, owners, directors, shareholders, parents, subsidiaries, agents, affiliates, successors, and assigns against any third-party claims, suit, or proceeding, or for any Losses, expenses, or costs of any kind, including reasonable attorney fees, arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the LendingPad Services, including without limitation (1) claims by your customers, users, subscribers, and/or employees, and (2) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information.
- C. Indemnified Claims: Indemnified claims include, without limitation, claims arising out of or related to WEI Technology, LLC's alleged negligence. WEI Technology, LLC will control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof, provided that Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. Customer's obligations set forth above include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments.

X. Force Majeure:

- A. In no event will WEI Technology, LLC or its Representatives be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond WEI Technology, LLC's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or other national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this

Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

- B. In the event of any failure or delay caused by a Force Majeure Event, WEI Technology, LLC shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- XI. Cookie Policy: WEI Technology, LLC uses cookies, small files stored on your computer, to provide services and track user activities on its website and within the LendingPad product. Cookies may help improve the user experience, for example, by allowing users to maintain a persistent log-on and to remember users when they return to the Service. If you do not wish for Cookies to be used, you should clear the cookies from your computer and configure the Customer Systems to prevent cookies in the future.
- XII. Entire Agreement: This document, which may include the Privacy Policy and Terms of Use posted and maintained on the LendingPad.com website as updated from time to time (incorporated herein by reference), and representations made regarding the specific package selected and purchased by Customer, is the entire agreement between WEI Technology, LLC and Customer. No other agreements, statements, representations, assertions, claims, or promises made prior to, or contemporaneous with, this Agreement that alter, contradict, or otherwise purport to influence this Agreement have any effect and are expressly excluded from the Agreement between WEI Technology, LLC and Customer.
- XIII. Severability: If any portion, provision, or term of this Agreement is determined to be unenforceable, illegal, or invalid, that portion, provision, or term will be excluded from this Agreement to the extent it is unenforceable, illegal, or invalid. The remainder of this Agreement shall continue and remain in effect provided that the exclusion of any term does not materially change or frustrate (1) the intent of the Parties or (2) the economic substance of this Agreement between the Parties.
- XIV. Definitions:
- “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the LendingPad Services.
- “**Agreement**” means this Terms of Service contract between the Parties.
- “**Authorized User**” means an individual who has agreed to this Agreement and who is authorized by WEI Technology, LLC to utilize its LendingPad services pursuant to a purchase from a Customer.

“Borrowers” means Customers or Users of the LendingPad service who wish to obtain from Lenders information regarding loan options or packages, or other services, being offered by Lenders.

“Contract” has the same meaning as “Agreement.”

“Confidential Information” means any and all trade secrets, business and financial information, and other proprietary information or data disclosed between WEI Technology, LLC and Customer, or incorporated in materials or products provided by or to Customer through the LendingPad services.

“Customer” means either (1) an individual who has agreed to this Agreement and is utilizing LendingPad’s services for individual purposes and not for business purposes, or (2) an individual or business entity who has agreed to this Agreement and is utilizing LendingPad’s loan origination services for business purposes, for purposes relating to generating profit, or for any purpose other than non-business personal use.

“Customer Data” means, other than Resultant Data, information, data and other content, in any form or medium, including Customer-provided Confidential Information, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

“Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

“De-Identified” means to be processed or rendered in such a manner as to remove personal identifiable information such that the information cannot be used to identify an individual.

“Documentation” means any manuals, instructions or other documents or materials that the WEI Technology, LLC provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Lendingpad Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal,

state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Lenders” means Customers or Users of the LendingPad service who wish to offer to Borrowers information regarding loan options or packages, or other services, being offered by Lenders.

“Losses” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Parties” means the parties to this Agreement.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

“Personal Information” means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located. Personal Information includes all “nonpublic personal information” as defined under the Gramm-Leach-Bliley Act, “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996, “Personal Data” as defined in the EU Data Protection Directive (Directive 95/46/EEC), “Personal Information” as defined under the Children’s Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

“Privacy Policy” means the most recent version of the privacy policy posted on the lendingpad.com website as updated from time to time.

“Provider Materials” means the Service Software, Specifications, Documentation and Provider Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by WEI Technology, LLC or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data or other content derived from WEI Technology, LLC’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“Provider Systems” means the information technology infrastructure used by or on behalf of WEI Technology, LLC in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by WEI Technology, LLC or through the use of third-party services.

“Representatives” means, with respect to a party, that party’s, and its affiliates’, employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors.

“Resultant Data” means information, data and other content that is derived by or through the Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

“Service Software” means WEI Technology, LLC’s software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that WEI Technology, LLC provides remote access to and use of as part of the Services.

“Services” means the LendingPad software, program, website, application(s), functionality, or operations available through the LendingPad website or any other remotely accessible application or process.

“Software” means WEI Technology, LLC’s proprietary computer program underlying its LendingPad Services.

“Subscriber Areas” means the LendingPad Services and/or those portions of the LendingPad website that only Authorized Users may utilize and which require the use of Access Credentials to access.

“Specifications” means the specifications for the Services set forth in the account types or edition-type descriptions provided for each on the LendingPad website and, to the extent consistent with and not limiting of the foregoing, any other Statements of Work or documentation associated therewith.

“Terms of Service” means this Terms of Service contract, as updated from time to time and posted on the LendingPad website.

“Term Period” means either (1) the period of time following the initial issuance to a Customer a license to access the LendingPad Services upon successful receipt of payment (if applicable) and the provision of the ability for Customer and/or Users to create Access Credentials to access the LendingPad services, until the last day of that month, or (2) any monthly period of time subsequent to the period set forth in the foregoing definition beginning upon first day of a month until the last day of that month.

“User” means an Authorized User of the LendingPad Services.