

## TERMS OF USE

This site (the “Site”) is operated by America’s Cash Advance and its affiliates (collectively, “America’s Cash Advance” or “we” or “us”). By accessing or using this Site (or any part thereof), you agree to be legally bound by the terms and conditions that follow (the “Terms of Use”) as we may modify them from time to time. **These Terms of Use apply to your use of this Site, including the America’s Cash Advance offered via the Site.** They constitute a legal contract between you and America’s Cash Advance and by accessing or using any part of the Site you represent and warrant that you have the right, power and authority to agree to and be bound by these Terms of Use. If you do not agree to the Terms of Use, or if you do not have the right, power, and authority to agree to and be bound by these Terms of Use, you may not use the Site. Notwithstanding anything to the contrary herein, if you and America’s Cash Advance have entered into a separate written agreement that covers your use of a service, the terms and conditions of such agreement shall control with respect to such service to the extent they are inconsistent with these Terms of Use.

### Definitions

“Site” refers to the online lending site owned by America’s Cash Advance.

“Member” is a customer that has gained access to the site by creating a Membership Account.

“Membership Account” is a personal and private account provided to each member to allow them access to their account information. All members should be Accredited Investors. By using the Site, you represent and warrant to us that you are an Accredited Investor.

“America’s Cash Advance” refers to America’s Cash Advance, a business incorporated in the state of Missouri and operating at 312 Market St. Fulton, Missouri, 65251 and [www.americascashadvanceinc.com](http://www.americascashadvanceinc.com).

“Products” are services offered and sold on the Site, including but not limited to, investments.

“Accredited Investor” shall have the meaning as set forth in Rule 501 of Regulation D.

### Membership

In order to gain access to this site, you must create a Membership Account. All Members must be at least 18 years of age and must provide personal information that is accurate and truthful. As a Member it is your responsibility to keep your personal information private. You are you responsible for all transactions that occur under your Membership Account. You must notify us immediately if you believe your identity has been compromised or fraudulent transactions have occurred.

Members may receive emails from America's Cash Advance. Members must choose to unsubscribe from the email list to discontinue receiving automated emails. To unsubscribe, Members must go to the Subscriptions section located under My Account. After clicking on the link to unsubscribe Members will be given unsubscribing options. Members who choose to unsubscribe from the automated email list will be permitted to remain Members on the Site.

## **License and Site Access**

All content available through this Site (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) is the exclusive property of and owned by America's Cash Advance, its licensors or its content providers, and is protected by copyright, trademark and other applicable U.S. and foreign laws. America's Cash Advance grants you a limited license to access and make personal use of this Site. Unless indicated to the contrary, you may access, copy, download and print the content available on this Site for your personal, non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notices that appear in the content. America's Cash Advance or its licensors or content providers retain full and complete title to the content available on the Site, including all associated intellectual property rights, and provide this content to you under a license that is revocable at any time in America's Cash Advance sole discretion. America's Cash Advance strictly prohibits any other use of any content available through the Site, including but not limited to:

1. any downloading, copying or other use of the content or the Site for purposes competitive to America's Cash Advance or for the benefit of another vendor or any third party;
2. any caching, unauthorized linking to the Site or the framing of any content available on the Site;
3. any modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any content, Sites or services obtained from the Site that you do not have a right to make available (such as the intellectual property of another party);
4. any uploading, posting or transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer;
5. using any hardware or software intended to surreptitiously intercept or otherwise obtain any information (such as system data or personal information) from the Site (including, but not limited to the use of any "scraping" or other data mining techniques, robots or similar data gathering and extraction tools); or
6. any action that imposes or may impose (in America's Cash Advance sole discretion) an unreasonable or disproportionately large load on America's Cash Advance infrastructure, or damage or interfere with the proper working of our infrastructure.

You are responsible for obtaining access to the Site, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Site. You may not bypass any measures that have been implemented to prevent or restrict access to this Site. Any unauthorized access to the Site by you (including any such access or use that involves in any way an account you may establish on the Site or any device you may use to access the Site) shall terminate the permission or license granted to you by America's Cash Advance. America's Cash Advance reserves the right to refuse or cancel any person's registration for this Site, remove any person from this Site and prohibit any person from using this Site for any reason whatsoever, and to limit or terminate your access to or use of the Site at any time without notice. America's Cash Advance neither warrants nor represents that your use of the content available on this Site will not infringe rights of third parties not affiliated with America's Cash Advance. Termination of your access or use will not waive or affect any other right or relief to which America's Cash Advance may be entitled, at law or in equity.

## **Services**

The information, data, text, software, photographs, images, graphics, organization, layout, design, and other content contained on or provided through this Site (collectively, the "Content") are proprietary to America's Cash Advance and its licensors, and are protected by copyright and other U.S. and international intellectual property rights, laws and treaties. The Content includes proprietary databases (the "Database") of borrowers, lenders, and financial data which, by way of example, include information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, and the related software ("Software"). The Site, Content, Database, Information, Software and any portion of the foregoing, including any derivatives, successors, updates or modifications provided thereto and any information derived from the use of the Database, including as a result of the verification of any portion of the Information, are collectively referred to herein as the "Site".

## **Prohibited Uses**

The Site is for personal and non-commercial use. You shall not, (a) distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form) any portion of the Site, or (b) modify or create derivative works of any portion of the Site, unless expressly implied by buttons such as Pinterest, Tweets, Facebook, Instagram or other social sharing that America's Cash Advance encourages.

Notwithstanding anything to the contrary herein, you shall not:

(1) Access or use any portion of the Site if you are a direct or indirect competitor of America's Cash Advance, nor shall you provide, disclose or transmit any portion of the Site to any direct or indirect competitor of America's Cash Advance (by way of example, a "direct or indirect competitor" of America's Cash Advance includes, but is not limited to, persons that make online loans, and employees, independent contractors and agents of such persons);

(2) Use or distribute any Information from the Site, including Information that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or Site;

(3) Modify, merge, decompile, disassemble, translate, decode or reverse engineer any portion of the Site, or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Site;

(4) Use, reproduce, publish or compile any portion of the Site for the purpose of selling or licensing any portion of the Site or making any portion of the Site publicly available;

(5) Store, copy or export any portion of the Site into any database or other software;

(6) Upload, post, e-mail or otherwise transmit any information, data, text, software, photographs, images, graphics, or other content to or through the Site, or use any portion of this Site in a manner, that:

- is unlawful, threatening, abusive, harmful, libelous, tortious, defamatory, false, misleading, obscene, vulgar, racially or ethnically offensive or otherwise objectionable;
- infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party;
- constitutes unlawful advertising or fraudulent, unfair or deceptive practices, “spam,” or any other form of unlawful solicitation, including any non-solicitation law, which, with limited exceptions, prohibits anyone from knowingly selling, giving or receiving, for the purpose of selling or offering for sale any property or service to persons listed therein, any list of names and addresses contained in or derived from public records;
- contains software viruses or any other computer code, files or programs that are designed to or have the capability to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of the Site or servers or networks connected thereto or the activities of other users of the Site or of any computer software or hardware or telecommunications equipment; or
- you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;

(7) Impersonate any person or entity, or falsely state or otherwise misrepresent any registration information, or otherwise disguise the origin of any information, data, text, software, photographs, images, graphics, or other content posted on or transmitted through the Site; and

(8) Use any portion of the Site to encourage or engage in illegal activity, stalk or harass another person, or violate these Terms of Use or any applicable local, state, national or international law,

rule, regulation or ordinance, including without limitation, state and local real estate practice, spam or privacy laws.

(9) Access or use any portion of this Site if you are not an Accredited Investor.

## **Termination**

You acknowledge and agree that America's Cash Advance may interrupt or terminate or block your access to the Site or portions thereof at any time. In the event that occurs, you shall cease using any portion of the Site, permanently delete or destroy all portions of the Site within your possession, custody or control, and, upon written request from America's Cash Advance, certify, in writing, your compliance with this provision.

## **Eligibility**

You may use the Site only if you can form a binding contract with America's Cash Advance and only in compliance with these Terms of Use and all applicable local, state, national, and international laws, rules and regulations. If you are under 18, your parent or guardian must enter into these Terms of Use on your behalf, and will be responsible for your use of and access to the Site; this includes financial responsibility for any loans issued through the Site. Any use or access to the Site by anyone under 13 is strictly prohibited and in violation of these Terms of Use. If you are under 13, please do not attempt to register for the Site or send any information about yourself to us, including your name, address, telephone number, or email address. If we learn that we have collected personal information from anyone under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about anyone under 13, please contact us at [service@americascashadvanceinc.com](mailto:service@americascashadvanceinc.com). The Site is not available to any Users previously removed from the Site by America's Cash Advance. America's Cash Advance reserves all rights not expressly granted under these Terms of Use. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms of Use is void. This site shall only be used by Accredited Investors.

## **Information about You**

When you use the Site, America's Cash Advance collects both personally and non-personally identifying information about you and your use of the Site. Such information includes (a) what you intentionally submit to us while using the Site, including, for example, by filling out forms with your contact information or by logging in with your User ID and password, and (b) information that may be collected automatically while you use the Site, including, for example, your IP address, your IP host, session duration, and "click stream" data that tracks user activity in the Site.

We generally use or disclose the information we collect through the Site to conduct research on and to improve the Site, to perform customer service and support, to fulfill your requests for services, and to provide you with information regarding our services, including service-related announcements.

America's Cash Advance takes steps to protect the security of the personally identifiable information we collect including, for example, physical, electronic, and procedural safeguards.

Although the Site can technically be viewed by children, we do not knowingly request personally identifiable information from them nor does the Site publish content that is targeted to children. No information should be submitted to or posted at the Site by visitors under 18 years of age.

If you have a further question, please notify us by e-mail at [service@americascashadvanceinc.com](mailto:service@americascashadvanceinc.com). We will do our best to look into your request and respond promptly.

### **Links; Framing**

Linking to any page of the Site other than to <https://americascashadvanceinc.com/> through a plain text link is strictly prohibited in the absence of a separate linking agreement with America's Cash Advance. Any web site or other device that links to America's Cash Advance or any page available therein is prohibited from (a) replicating the Site, (b) using a browser or border environment around the Site, (c) implying in any fashion that America's Cash Advance or any of its affiliates are endorsing it or its Sites, (d) misrepresenting any state of facts, including its relationship with America's Cash Advance or any of its affiliates, (e) presenting false information about America's Cash Advance or services, and (f) using any logo or mark of America's Cash Advance or any of its affiliates without express written permission from America's Cash Advance. Except as set forth in the preceding sentence, or as otherwise authorized by America's Cash Advance in writing, links to the Site is prohibited. The Site may include links to other sites, some of them operated by America's Cash Advance and some of them operated by third parties. Under no circumstances shall America's Cash Advance be deemed to be associated or affiliated with, or viewed as endorsing or sponsoring, any web site that links to this Site, or is linked to from this Site, or any services that may be offered through such web sites. America's Cash Advance has not necessarily reviewed any or all of the content of such other web sites, and we disclaim responsibility for the content and services available therein. Different terms and conditions may apply to your use of any linked sites. It is your responsibility to review any such terms and conditions in connection with your use of any such sites. Any issues or disputes that may arise with respect to any such sites shall solely be between you and the applicable third party.

### **Information Regarding Accuracy, Completeness, and Timeliness of Information in the Site**

The Site is provided for general information only and should not be relied upon or used as the basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance upon the Site shall be at your own risk. Neither we nor any third party involved in creating, producing or delivering the Site, is responsible if the Site is not accurate, complete or current. Neither we nor any third party involved in creating, producing or delivering the Site, has any responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the Site.

### **No Warranties**

None of America's Cash Advance, its parent, any of its affiliates, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "America's Cash Advance Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Site and the America's Cash Advance. Parties disclaim liability for errors or omissions in the Site.

This Site and all of the content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Site. America's Cash Advance Parties do not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

America's Cash Advance Parties may discontinue or make changes in the Site at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and the America's Cash Advance Parties do not undertake any obligation or responsibility to update or amend any such information. America's Cash Advance Parties reserve the right to terminate any or all Site offerings or transmissions without prior notice to you. This Site could contain technical inaccuracies or typographical errors. Use of this Site is at your own risk.

### **Limitation of Liability**

Under no circumstances will the America's Cash Advance be liable for any damages including general, special, direct, indirect, incidental, consequential, punitive or any other damages (including, without limitation, lost profits or business interruption) of any kind whether in an action in contract or negligence arising or relating in any way to the use or inability to use by any party of the content, the Site or any third-party site to which this site is linked, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if America's Cash Advance or representatives thereof, are advised of the possibility of such damages, losses or expenses. America's Cash Advance Parties are not liable for any defamatory, offensive or illegal conduct of any user. Your sole remedy for dissatisfaction with this Site is to stop using the Site. If your use of materials from this Site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof. If the foregoing limitation is found to be invalid, you agree that the America's Cash Advance total liability for all damages, losses, or causes of action of any kind or nature shall be limited to the greatest extent permitted by applicable law.

### **Additional State Law Notices for Borrower Members**

#### **ARIZONA RESIDENTS**

Notice: You may request that the initial disclosures prescribed in the Truth in Lending Act (15 United States Code sections 1601 through 1666j) be provided in Spanish before signing any loan documents.

Aviso: Usted puede solicitar que las divulgaciones iniciales prescritas en la Ley Truth in Lending Act (15 Código de los Estados Unidos secciones 1601 hasta 1666j) sean proporcionadas en español antes de firmar cualesquiera documentos del préstamo.

Notice: Before signing any loan documents or otherwise committing to a loan, you may download and print copies of those documents from our website and keep them for your review.

### **CALIFORNIA RESIDENTS**

Married registrants may apply for a separate account. AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. BUT, WE WILL NOT SUBMIT A NEGATIVE CREDIT REPORT TO A CREDIT REPORTING AGENCY ABOUT THIS OBLIGATION UNTIL THE EXPIRATION OF ANY TIME PERIOD DESCRIBED.

### **IOWA RESIDENTS**

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law.

### **KANSAS RESIDENTS**

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

### **MARYLAND RESIDENTS**

This loan is being made under, and shall be governed by, the provisions of Subtitle 10 of Title 12 of the Commercial Law Article of the Maryland Code only to the extent that such provisions are not inconsistent with federal law (12 U.S.C. § 1831d) and related regulations and interpretations.

### **MASSACHUSETTS RESIDENTS**

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

### **MISSOURI RESIDENTS**

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (the creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete



and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

### **NORTH DAKOTA RESIDENTS**

MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

### **OHIO RESIDENTS**

Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

### **TEXAS RESIDENTS**

This lender is licensed and examined by the State of Texas - Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems. Office of Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207, (800) 538-1579, [www.occ.state.tx.us](http://www.occ.state.tx.us).

### **UTAH RESIDENTS**

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### **WASHINGTON RESIDENTS**

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

### **WISCONSIN RESIDENTS**

NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

## **Your Liability**

If you cause a technical disruption of the Site, you agree to be responsible for any and all liabilities, costs, and expenses (including reasonable attorneys' fees and costs of enforcement) arising from or related to that disruption. Upon your breach of any term of these Terms of Use, America's Cash Advance remedies shall include any damages and relief available at law or in equity as well as interruption and/or termination of your access to the Site or any portion thereof and permanent deletion or destruction of all portions of the Site within your possession, custody or control. If America's Cash Advance retains any third party to obtain any remedy to which it is entitled under these Terms of Use, America's Cash Advance shall be entitled to recover all costs, including attorney's fees or collection agency commissions, America's Cash Advance incurs.

## **Indemnity**

You agree to indemnify, defend, and hold harmless the America's Cash Advance Parties from and against any third party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') use of the Site, content submitted, misuse of any portion of the Site, or your violation of these Terms of Use. You shall cooperate as fully as reasonably required in the defense of any such claim or demand. America's Cash Advance and any third party involved in creating, producing, or delivering the Site reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you shall not, in any event, settle any such matter without the written consent of America's Cash Advance and any such third party. You agree to indemnify, defend, and hold harmless the America's Cash Advance from any and all liabilities and losses of any kind or nature if you misrepresent to us that you are an Accredited Investor, and it is later determined that you are not an Accredited Investor.

## **Cookies**

Some areas of this Site use and require that your computer accept "cookies." Cookies are small text files that are stored on your computer to keep track of settings or data for a particular web site. Cookies make it possible and easier for you to access and use certain areas of this Site. If you have disabled cookies from within your browser, or if you are running third-party software that intercepts or deletes cookies, you may not be able to visit certain areas of the Site.

## **Trademarks**

The Site employs various trademarks and service marks of America's Cash Advance and of other third parties. All of these trademarks and service marks are the property of their respective owners. You agree not to use or display them in any manner without the prior written permission of the applicable trademark owner.

## **Ownership**

You acknowledge that America's Cash Advance and its licensors have and shall retain exclusive ownership of all proprietary rights in or to the Site, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights, and trade secrets. This is a license agreement and not an agreement for sale. You shall have no right or interest in any portion of the Site except the right to use the Site as set forth in these Terms of Use. You acknowledge that the Software, Database, Content, Information, and Site constitute the valuable property and confidential copyrighted information of America's Cash Advance and its licensors (collectively, the "Proprietary Information"). You agree to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge America's Cash Advance and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure included in the Site. You shall be liable for any violation of the provisions of these Terms of Use by your employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Site by such persons.

**NOTICE -- U.S. Government Rights/Commercial Technical Data and Software Unpublished, Rights Reserved Under the Copyright Laws of the United States**

This Site contains commercial technical data and computer software that have been privately developed and are normally vended commercially under a license or lease agreement restricting their use, and disclosure. In accordance with FAR 12.211, 12.212, 27.405(b)(2) and 52.227-19 and DFARS 227.7202, 227.7102 and 252.227-7015, as well as other applicable supplemental agency regulations, use, disclosure and dissemination of this commercial technical data and computer software are governed strictly in accordance with America's Cash Advance commercial license agreements, including these Terms of Use.

**Jurisdiction; Governing Law**

America's Cash Advance is headquartered in the State of Missouri of the United States. These Terms of Use and your use of this Site shall be governed by the laws of the State of Missouri without regard to its conflicts of laws principles. The federal and state courts located in the State of Missouri shall be the exclusive jurisdiction for any action brought against America's Cash Advance in connection with these Terms of Use or use of the Site. You irrevocably consent to the jurisdiction of the federal and state courts located in the State of Missouri for any action brought against you in connection with these Terms of Use or use of the Site. All disputes arising outside of the United States shall be settled by arbitration held in St. Louis, Missouri and in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fluent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement. If any material in this Site, or your use of the Site, is contrary to the laws of the place where you are when you access it, or if America's Cash Advance is not licensed as required by applicable laws or regulations in such locale, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of, and complying with, the laws of your jurisdiction.

## **Modifications to Site; Changes to these Terms**

America's Cash Advance is continuously updating and changing the Site and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that America's Cash Advance shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any part thereof). Additionally, we reserve the right, in our complete, sole, absolute, and unmitigated discretion, to change these Terms of Use at any time by posting revised terms on the Site. It is your responsibility to check periodically for any changes we may make to the Site and these Terms of Use. Your continued use of this Site following the posting of changes to these terms or other policies means you accept the changes.

## **Miscellaneous**

These Terms of Use contain the entire understanding of the parties with respect to the Site and supersede any prior oral or written statements and documents with respect to such subject matter; provided that these Terms of Use do not supersede any written license agreement between the parties. Your obligations hereunder are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) these Terms of Use or any portion hereunder, in whole or in part, without the prior written consent of America's Cash Advance. In the event any portion of these Terms of Use not being of a fundamental nature is held to be invalid, illegal or unenforceable, such part shall be deemed severed from these Terms of Use without invalidating the remaining provisions of these Terms of Use or affecting the enforceability of such remaining provisions. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. No waiver by America's Cash Advance of any right under or term or provision of these Terms of Use will be deemed a waiver of any other right, term, or provision of these Terms of Use at that time or a waiver of that or any other right, term, or provision of these Terms of Use at any other time. These Terms of Use apply to your use of the Site and not to any other areas, including, without limitation, America's Cash Advance research activities. Headings are for reference only. All notices to America's Cash Advance pertaining to these Terms of Use will be in writing, mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier, delivered to Legal Counsel for, America's Cash Advance, P.O. Box 1017, Columbia, MO 65201.

## **Force Majeure**

The Website contains functionalities and services that allow sending, delivering or receiving information between users, which may be relayed or carried through America's Cash Advance, public, third parties' or other networks, systems, servers, websites or applications (e.g. telephone and cellular networks, email servers etc.) ("Third Parties' Network"). The Third Parties' Networks are not controlled by America's Cash Advance in any way and America's Cash Advance shall not be responsible for the performance, availability, functionality, quality or reliability of any of the Third Parties' Networks or the information sent, delivered, relayed, carried or received through the Third Parties' Networks. Notwithstanding anything herein, America's Cash Advance

does not warrant or guarantee that the information sent, relayed, carried or delivered through these Third Parties' Networks will reach its destination or its correct address or recipient or that the details of the recipient or sender are correct or accurate. America's Cash Advance shall not be liable for, and excused from, any failure to deliver or perform, or for any delay in delivery or performance, due to causes beyond its reasonable control, after exercising its best commercially reasonable efforts to remedy any such failure or delay, including without limitation any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to America's Cash Advance or any facilities used by or for America's Cash Advance failure of internet, hosting, telecommunications, or other services to America's Cash Advance or facilities used by or for America's Cash Advance natural disasters, acts of God, or acts of terrorism or war.

### **Billing Policies**

Certain features of the Site may be provided for a fee or other charge. If you elect to use paid features of the Site, you agree to the pricing and payment terms for such paid features that we will provide to you and that we may update them from time to time. America's Cash Advance may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you. If you do not wish to pay the new or modified fees or charges, your sole remedy shall be to terminate your access to the applicable services.

### **Privacy**

We care about the privacy of our Users. Our Privacy Policy is incorporated herein by this reference. By using the Site, you are consenting to have your personal data collected, used, transferred to and processed in the United States in accordance with our then-current Privacy Policy.

### **Procedure for Making Notification of Claims of Copyright Infringement**

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