

TERMS OF USE AGREEMENT

New Rate Hub (collectively “we”, “us”, “our”, or “the Company”) requires you to review this Terms of Use Agreement (“Agreement”) before using this website or these services. This Agreement outlines the terms of use for this website and services and the products or services provided through this website.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WAIVER OF JURY TRIAL, CLASS ACTION. REVIEW THESE PROVISIONS. By browsing, accessing or using this website and services, through any means or by using the goods, facilities or services offered in or through this website and its services through multiple marketing methods (including, for example, telephone, mail, text, email or facsimile), you accept and agree to be bound by these Terms of Use. (the terms "Website/services" and "Website/services" include use through these alternative methods).

You certify to The Company that:

- You are at least 18 years of age.
- You assume full responsibility for the use of this website/service by any minors.
- That the information you have submitted to us on this website or otherwise, is accurate, complete and that you have not submitted or provided false information to us.
- You are aware that use of this website/service is subject to all applicable federal, state, and local laws and regulations.

Services

This site and service allows consumers to request additional information regarding home good products and services through a webform. We are not a lender, debt service, debt settlement, real estate company, insurance agent, auto sales company, automotive warranty organization

or home services contractor. This is not, and is not intended to be, any type of application for any insurance or financial product. We do not charge you a fee to use this website/service. These Services are for the benefit of Third Parties only. These services are intended for United States residents only.

The information you provide on this site will be shared and/or purchased by companies who offer the goods and/or services you have expressed interest in. As a result, different types of businesses may be provided your information to contact you. Personal information submitted in connection with this website/service is subject to our Privacy Policy. Any requirements to qualify for a particular loan or insurance product are made by the companies offering such products and we do not endorse, warrant, or guarantee the products or services of any businesses who may contact you.

Some clients are licensed organizations who are subject to Federal and State laws and regulations for their practices. Please review the privacy practices of all third parties who contact you. If you have any questions regarding their practices, please contact them directly.

You consent to share your information with us and our client network. You understand and agree that your consent is not a condition, directly or indirectly of a purchase. Your consent allows them or us to contact you via telephone, mobile device (including SMS and MMS) and/or email, even if your telephone number is currently listed on any state, federal or corporate Do Not Call list. At consent, you agree to receive autodialed or prerecorded calls, (including to mobile numbers) emails and texts from us and any affiliates, partners, and vendors to the phone numbers and email addresses provided. Data and message rates may apply.

Electronic Communications

You consent to receive communications from us electronically. When you visit our website/services, use our website/services or send email to us, you are communicating with us electronically. You agree that all agreements, notices, disclosures and other communications that we

provide to you electronically satisfy any legal requirement that these communications must be in writing.

Prohibited Use

It is prohibited to use this website/service for any illegal purpose or for the transmission of any material that is unlawful, harmful, harassing, abusive, libelous, racially or ethnically offensive, invasive of another's privacy, vulgar, threatening, obscene, sexually explicit, tortious, defamatory, or that infringes or may infringe on the intellectual property or rights of another, or in a reasonable person's view objectionable; directly or indirectly interfere, or attempt to interfere with the proper working of this website/service or system integrities or securities; interference of any account, or any communication or transaction being conducted on this website/service; use any robot, spider, other automatic device, or manual process to monitor or access or copy our web pages or any content without our prior expressed written permission; take any action which imposes an unreasonable or disproportionately large load on our infrastructure; post, upload, transmit, submit, email or make available by any other means any data or content protected under any law or contractual relationship that you do not have the right to distribute; conduct fraud, represent yourself as someone else or hide or attempt to hide your identity; and interfere or attempt to interfere with the proper working of this website/service.

Changes to Website, Terms and Policies

We reserve the right to make changes to this Agreement and to our Privacy Policy. Any changes made will be effective from the date of such posting without notice to you. As such, the Privacy Policy and Terms of Use posted at the time you register on our website/services will govern our relationship for that registration and referral request.

We reserve the right to change any content, feature or functions of our website/services without prior notice. You may be denied access to the website/services for any reason without any notice if you engage in any conduct, activities or practices that we conclude, at our discretion, violate

any of these Terms, our legal rights or legal rights of any third party or are otherwise inappropriate.

ANTI-SPAM POLICY

We promote and encourage responsible commerce on the Internet, We make every effort to deter spam and any unsolicited email, instant messaging or other communication. Spam is strictly against our policies and Terms of Use. If you feel you have received spam from us, please contact us and we will remove you from our marketing lists.

Notice- Copyright and Trademark

Our website/services contains intellectual property owned by us and other parties. All materials on or available through our website/services including without limitation, all applicable U.S. and non-U.S. copyrights, patents, trademarks, and trade secrets, and other intellectual property rights thereto (collectively "website/services Content") are protected. Except as otherwise specifically provided in this Agreement, you may not download or save a copy of the website/services content or any portion thereof, for any purpose; however, you may print a copy of individual screens appearing as part of the website/services content solely for your personal, non-commercial use or records, provided that our marks, logos or other legends that appear on the copied screens remain on, and are not removed from the printed or stored images of such screens. Except as otherwise expressly permitted herein, you may not modify, copy, publish, display, transmit, adapt or in any way exploit any portion of our website/services content unless you first obtain prior written consent from us, and from all other entities with an interest in the relevant intellectual property. Any unauthorized attempt to modify our website/services content, to defeat or evade our security features, or engage in our website/services for other than its intended purposes is strictly prohibited.

LEGAL

Review this section carefully. This arbitration provision limits your and The Company's ability to litigate claims in court and you and The Company each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against us in any state or federal court.

DISPUTE RESOLUTION AND CLASS ACTION PROHIBITION

You and we each agree that any and all disputes or claims that have arisen or may arise between you and us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to our Services, or any Product sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that if your claims are under \$1,000.00 you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate section (this "Agreement to Arbitrate").

Arbitration Procedures

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of this Agreement as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by JAMS under its rules and procedures pertaining to Consumer-Related Disputes, as modified by this Agreement to Arbitrate. The arbitration shall be held in a mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by JAMS rules, unless otherwise stated in this Agreement to Arbitrate. You may obtain these costs through JAMS website.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND US AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR

CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OUR OTHER USERS.

Severability

With the exception of "Prohibition of Class and Representative Actions and Non- Individualized Relief", if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in this Agreement is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and any disputes sections will continue to apply and that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in the County of Arapahoe, state of Colorado.

Changes to the Agreement to Arbitrate

Notwithstanding any provision in the Agreement to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or site link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. The change shall apply to all other disputes or claims governed by this arbitration provision that have arisen or may arise between you and us. We will notify you of changes to this

Agreement to Arbitrate by posting the amended terms on our Services at least 3 days before the effective date of the changes and/or by email.

THESE TERMS PROVIDE THAT ALL DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING ARBITRATION. YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY.

NO WARRANTY

THE CONTENT AND ALL SERVICES ASSOCIATED WITH OUR SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES INCLUDING ANY LOAN YOU MAY CHOOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK.

WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES OR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES.

IT IS YOUR SOLE RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES AND ANY PRODUCT OR SERVICE YOU ACCEPT.

WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT OF OUR WEBSITE/SERVICES MAY BE AVAILABLE FOR DOWNLOADING FROM OUR SERVICES IS FREE OF INFECTION FROM ANY TRAP DOORS, BACK DOORS, VIRUSES, WORMS, TROJAN HORSES, EASTER EGGS, TIME BOMBS, BOTS OR OTHER MALICIOUS CODE OR

COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DESTRUCTIVELY INTERFERE WITH, COVERTLY CAPTURE OR STEAL ANY SYSTEM, DATA OR PERSONAL INFORMATION.

WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING ANY QUOTES OR OFFERS PROVIDED ON OR THROUGH OUR SERVICES.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT A LENDER, BROKER, INVESTOR, FINANCIAL INSTITUTION OR OTHER SERVICE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT WE ARE SOLELY AN INTERMEDIARY BETWEEN YOU AND SUCH PERSONS OR INSTITUTION AND, THEREFORE, WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CONTENT, SERVICES OR LOANS PROVIDED BY SUCH SERVICE PROVIDERS.

Except as expressly set forth herein, we are not responsible for any incorrect or inaccurate information or entry of information, whether caused by a user of our website/services or by any of the equipment or programming associated with or utilized in connection with our website/services or any services provided on or through our website, or by any technical or human error which may occur in the processing of information received by us. We assume no responsibility for any error, omission, communications line failure, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, information received or submitted in connection with our website/services. We are not responsible for any errors, problems, or technical malfunction of any telephone network or lines, computer online systems, computer equipment, servers or providers, or software, or any failure of email on account of technical problems or traffic congestion on the Internet or at our website/services or combination thereof, including damages or injury to user or to any other individual's computer related to or resulting from use of our website/services or website/services content.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OUR PARENTS, SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES AND SHAREHOLDERS BE LIABLE TO ANY PARTY FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE WEBSITE/SERVICES OR WEBSITE/SERVICES CONTENT, EVEN IF ALL SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR FOR ANY CLAIM ATTRIBUTABLE TO OMISSIONS, ERRORS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF THE WEBSITE/SERVICES OR THE WEBSITE/SERVICES CONTENT. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

RELEASE

YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE COMPANY AND ITS SERVICE PROVIDERS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OTHER RELATED,

ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SERVICE.

Indemnification

You agree to indemnify and hold The Company , its subsidiaries, affiliates, agents, shareholders, officers contractors, vendors, employees, and service providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this website/service, the violation of this Agreement by you, or the infringement by you, or other individuals use of this website/service using your computer, of any intellectual property or other right of any person or entity. We and our Service providers assume no responsibility whatsoever for such content or actions. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Entire Agreement

This Agreement constitutes the entire terms of use agreement between you and The Company and governs your use of this website/service which succeeds any prior agreements between you and The Company . You also may be subject to additional terms and conditions that may apply when you use other services, affiliate services, third party content or third party software.

Termination

Should you breach or violate any part of this Agreement or provisions in the Privacy Policy you may no longer use this website/service. We may, at our sole discretion, change, suspend, or terminate, permanently or temporarily, this website/service or any part of it at any time, for any

reason, without notice to you and without liability to you or any other person. You agree that all terminations for cause shall be made in The Company's sole discretion and shall not be liable to you or any third party for any termination.