

TERMS OF USE

The following terms of use (the "Agreement") are a legal agreement between you ("you" or "your") and Altisource S.à r.l. ("Altisource", "us", "our" or "we"). This Agreement governs your use of the Owners.com Loans™ website (www.ownersloans.com) and its related services and tools (collectively, the "Site").

This Agreement includes a class action waiver, a disclaimer of warranties, a disclaimer of liability, as well as a release and indemnification by you. **Your consent to be contacted using an automatic telephone dialing system, and how to revoke such consent, is detailed below in Section 10.**

By accessing or using the Site in any way, including, without limitation, use of any of the Services (as defined below) provided thereon, downloading of any Content (as defined below), or merely browsing the Site, you hereby agree to comply with the Agreement, and such access or use constitutes your binding acceptance of the Agreement, including any modifications that we make from time to time (which we may make in our sole discretion). It is solely your obligation to check the Site for an updated version of the Agreement each time you visit or otherwise use the Site. If you object to any such changes, your sole recourse will be to stop using the Site. Continued use of the Site following any such changes will constitute your acceptance and acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes, without limitation or qualification.

DEFINED TERMS

As used in this Agreement or on the Site, the terms below have the following meanings:

"Agreement" has the meaning assigned to such term in the preamble hereof.

"Altisource", "us", "our" or "we" has the meaning assigned to such term in the preamble hereof.

"Content" means any and all information, documents, communications, files, text, graphics, material, content, software and products available through the Site, for the purpose of transacting with Altisource or learning about the Services.

"Derivative Materials" has the meaning assigned to such term in section 1(j) hereof.

"Fee" has the meaning assigned to such term in section 1(c) hereof.

"IP" means Internet Protocol.

"Marketing Communication" has the meaning assigned to such term in section 1(b) hereof.

"Marks" has the meaning assigned to such term in section 9(i) hereof.

"Materials" means all the documents and/or information uploaded to the Site by Users including, without limitation, NPPI, employment history, assets and income data, and any and all other documents required for the Services.

"NPPI" has the meaning assigned to such term in section 3(b) hereof.

"Permitted Use" has the meaning assigned to such term in section 1(a) hereof.

"Services" means all services operated by us, third parties on our behalf, or otherwise made available by us to Users through the Site.

"Site" has the meaning assigned to such term in the preamble hereof.

"Third Party Services" means materials, information and services provided by third parties available on the Site.

1. Your Access, Contents and Services

- (a) **Use of the Site.** You shall use and access the Site solely for the purpose of (i) browsing the Site in evaluation of or furtherance of your use of the Services; or (ii) obtaining Services or Third Party Services (the “Permitted Use”). We may revoke or limit your access to the Site at any time for any reason, in our sole discretion.
- (b) **Account.** For you to obtain the Services or Third Party Services, you must create an account by completing the registration process in the Site. The rights granted to you to access the Site to obtain the Services or Third Party Services constitute a limited right to access the Site according to the terms herein and not a transfer of title. By providing your email address to us, you are giving us permission to send you email notifications that are provided as Services by the Site and system messages, service announcements and other marketing messages (“Marketing Communications”). You may select to opt-out of the receipt of these Marketing Communications at any time by simply responding to the Marketing Communication that you received with an express request to opt-out.
- (c) **Grant of Limited Access and Use.** Subject to the terms of this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access, view and use the Site solely for the Permitted Use. We may establish general practices and limits concerning the use of the Site, including, without limitation, the maximum number of days that Materials, account history or other uploaded content will be retained by us, the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time and the maximum amount of data you may access from the Site in a given period of time.
- (d) **Proprietary Property.** The Site, Services and Contents (including the selection, arrangement and composition of such Contents or any information contained therein) constitute the proprietary property of Altisource, its affiliates, suppliers and/or licensors and are protected by United States and international intellectual property laws, including trademark and copyright laws. You shall have no rights in or to such Content. You shall not remove, alter or obscure any copyright, trademark or proprietary rights notice incorporated in or accompanying the Site. However, some information on the Site may be licensed from third parties or obtained from public sources; we specifically disclaim ownership of or responsibility for such third party information.
- (e) **Content.** Except for Derivative Materials, the use of which is governed by subsections (j) and (k) below, the Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of Altisource. Notwithstanding any such prior written consent that Altisource may provide, if you receive such consent, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in this Agreement violates Altisource’s intellectual property rights and this Agreement.
- (f) **Third Party Services.** In addition to the Contents and Services, the Site may also make available to you certain Third Party Services. Such Third Party Services, if any are provided, are provided by unaffiliated third parties and may be governed by separate license agreements that accompany such Third Party Services. We have no responsibility for, or control over, the Third Party Services or content resulting from the use of Third Party Services. Any opinions, advice, statements, services, offers, or other information expressed or made available through the use of such Third Party Services, are those of the respective author(s) or distributor(s) of that information. We neither endorse, nor are responsible for, the accuracy or reliability of any opinion, advice, information, or statement made on the Site by its users or other third parties. We assume no responsibility or liability of any type with respect to the Third Party Services, including any liability resulting from incompatibility between the Third Party Services and the Contents and Services. You will not hold us responsible or liable and hereby release Altisource (including its subsidiaries, affiliates, officers, directors, agents, employees) in perpetuity from any liability arising, with respect to the Third Party Services or your use of the same.

(g) Altisource may, without prior notice, immediately terminate, amend, limit, or suspend a your access to its account or login credentials. Cause for such action shall include, but shall not be limited to: (i) breaches or violations of this Agreement or other incorporated agreements or terms of service, (ii) requests by law enforcement or other government agencies, (iii) discontinuance or material modification of the Services, (iv) unexpected technical or security issues or problems, (v) extended periods of inactivity, or (vi) illegal or fraudulent conduct. Services may be terminated at Altisource's sole discretion, and in no event shall Altisource be liable to you or any third party for termination of User's account or login credentials.

(h) If Altisource suspects the credentials you provide are not correct, current, complete, or have been compromised, Altisource has the right to refuse the access to your account or request you to create a new or modify your current account, in Altisource's sole discretion. Altisource may terminate, suspend, or modify your access as set forth in section 1(g). Altisource shall in no way be liable for any damages or liabilities associated with termination of a your use and access to your account.

(i) You hereby acknowledge that Altisource will treat any personal information submitted through the Site in accordance with its Privacy Policy accessible at <http://www.altisource.com/home/YourPrivacyRights.aspx>.

(j) You grant Altisource, its affiliates, employees, independent contractors, agents, advisors, and other representatives a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to access, reproduce, display, modify, create derivative works of, store, perform analysis on, or otherwise use your Materials or have a third party do any of the foregoing on Altisource's behalf in connection with (i) Altisource's provision of the Services provided by Altisource under this Agreement to you and other parties, and (ii) as necessary or useful to enforce this Agreement and exercise Altisource's rights and perform its obligations hereunder. Altisource acknowledges that, as between you and Altisource, except as otherwise provided herein, you own all right, title and interest in and to your Materials. All reports, derivative works, compilations, modifications and other materials created from or with use of your Materials pursuant to this section (collectively, "Derivative Materials") will be, in each case, the sole and exclusive property of Altisource. To the extent Altisource does not own such Derivative Materials automatically at the time of their creation; you hereby assigns to Altisource all rights therein.

(k) Subject to the restrictions set forth in this Agreement, you may copy information from the Derivative Materials solely in the course of viewing, saving, printing, faxing and/or e-mailing such information only as necessary pursuant to your Permitted Use. Derivative Materials may not be distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of Altisource.

2. Eligibility and Your Responsibilities.

(a) **Who Can Use the Site.** Our Services and the Site cannot be used by minors or to temporarily or indefinitely suspended users. If you do not meet the qualifications to use the Site, you may not use the Site. We may suspend or otherwise refuse access to anyone who refuses to abide by the Agreement or abuses their rights related to the Site.

(b) **Accuracy of Information.** You shall provide true, accurate, current and complete information during the Site registration process and in all interactions on the Site and interactions with us. You will accurately maintain and update your account information as needed. Except as may be otherwise specified in this Agreement, you, at your sole expense, will procure, operate and maintain suitable, properly operational (and fully compatible with the Site) computer hardware, software and devices as required to access and/or perform the Services as set forth in this Agreement. It is your sole cost and responsibility to provide any and all instrumentalities of communication including, but not limited to, telephone lines, internet connections, as well as any and all required computer software and hardware devices to enable you to protect the integrity of your Materials, as shall, from time to time, be necessary, required or desirable as specified by Altisource to provide the Services.

(c) **Restricted Activities; Submission of Harmful Material.** Your account and login credentials may not be transferred or sold to another party. You shall not post, submit or link to any Material that (i) is illegal, deceptive, false, inaccurate, misleading, fraudulent, threatening, harassing, libelous, defamatory, obscene, pornographic or otherwise objectionable as determined by us or under applicable law; (ii) directly or indirectly directs users of the Site to another online or offline location that provides products or services similar to the Site; (iii) involves unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (iv) facilitates gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize; (v) infringes the intellectual property rights, privacy rights or other legal rights of any individual or entity; (vi) includes any code, files, scripts, agents, programs or other computer programming routines intended to do harm or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, including, for example, viruses, worms, time bombs and Trojan horses; (vii) create liability for us or cause us to lose (in whole or in part) the services of our Internet service providers (ISPs) or other suppliers; and (viii) interferes with, disrupts or otherwise adversely impacts the use of the Site by any other user.

(d) You remain solely responsible for the content of the Materials that you enter and/or upload into the Site. Neither Altisource nor any third party that provides content to Altisource will assume or have any liability for any action or inaction by Altisource or such third party with respect to any Material that you entered and/or uploaded into the Site. You represent and warrant that you have all necessary authority and rights to enter and/or upload into the Site any Materials and to grant Altisource and its affiliates all rights and licenses to such Materials granted herein (including without limitation in section 1(j)). You shall be solely responsible for (i) safeguarding the Materials, (ii) the accuracy, quality, integrity, legality and reliability of any Material uploaded by you into the Site, (iii) ensuring that any Materials uploaded on or provided by you through the Site complies with any advertising, consumer protection, intellectual property, or any other applicable laws, rules, regulations and guidelines, and (iv) your information technology infrastructure and management, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by you or through the use of third-party services.

(e) **No Scamming.** You may not use the Site in a way that could cause us to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation. We aim to keep the Site safe, and may report any and all suspected use of the Site for scamming, fraudulent, or extortive purposes to the appropriate law enforcement agency or regulators.

(f) **Reverse Engineering.** You may not reverse engineer, decompile or disassemble the Site (except to the extent specifically permitted by applicable law) or attempt to do so, nor may your use information or Content on the Site to develop or design any product (including without limitation any website similar to or competitive with the Site). You may not use automated web queries (including, without limitation, screen and database scraping, spiders, robots, crawlers and any other automated activity in connection with the Site). General purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Services are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent. You may not use, or attempt to use, the Site through any means not explicitly and intentionally made available, provided or intended with respect to the Site. You may not harvest information about other users of the Site for any purpose. You may not use the Services in any manner that could damage, disable, overburden, or impair the Site or that harms us, our service providers, suppliers or any other person.

(g) **Bulk Downloads.** The Content is not intended for bulk downloads, and thus, you are expressly prohibited from downloading Content in bulk. For purposes of further clarification, bulk downloads shall include, without limitation, any ten retrieval related actions per minute from an individual IP address or otherwise associated with one user (or group of associated users). Unreasonable and/or excessive use, as determined in our sole discretion, may result in access being suspended or otherwise denied temporarily or permanently for a given user or IP address.

(h) Access and Interference. You shall not (and may not authorize any party to) (i) co-brand the Site, (ii) use the Site in a way that could cause Altisource to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation, (iii) use the Site or Services for any competitive purpose, (iv) frame the Site or any Content therein, nor shall User otherwise cause such Site or Content to appear in a form that is outside of the context of the Site, or (v) use any electronic device, software or process to monitor or copy the Site or any other of our web pages or the Content contained herein without our prior expressed written permission. User shall not use any electronic device, software or process to interfere with or attempt to interfere with the proper functioning of the Site or any activities conducted on the Site. You shall not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You shall not copy, reproduce, alter, modify, create derivative works, or publicly display any Content for public, commercial or any other purposes, including the text, images, audio, and video without our prior expressed written permission. You shall not cause any advertising (including, without limitation, pop-ups or pop-unders) or other functionality that interferes with the user experience of the Site. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of Altisource or its affiliates in such a manner as is reasonably likely to give another user the impression that you have the right to display, publish, or distribute the Service or Content accessible in the Site. You will cooperate in causing any unauthorized co-branding or framing immediately to cease. You will immediately cease any occurrence of hyperlinking to the Site should Altisource make such a request, which you recognize it is entitled to do at any time and for any reason.

3. Restrictions on Your Use of the Site and Limitations.

(a) Your right to use the Site is conditional on your warranty that you will only use the Site for the Permitted Use and for no other purpose that is unlawful or prohibited by this Agreement. You shall not use the Site in any manner which could disable, overburden, damage or impair the Site or interfere with any other party's use and enjoyment of the Site. You shall not obtain or attempt to obtain any Content or Materials through any means not intentionally made available or provided to User through the Site.

(b) Any and all Materials uploaded by you to the Site are your sole responsibility. You will hold Altisource and its affiliates harmless from any and all actions that may arise or be related to such Materials. You shall not enter or upload Materials that are illegal, deceptive, false, inaccurate, misleading, fraudulent, threatening, harassing, libelous, defamatory, obscene, pornographic or otherwise objectionable as determined by Altisource in its sole discretion or under applicable law. Except in the event of Altisource's willful misconduct, you accept full responsibility for all non-public personal information ("NPPI") that you deliberately or inadvertently enter or upload to the Site and you shall indemnify Altisource and its affiliates for any losses, expenses, damages, fees, liabilities and costs, including reasonable attorneys' fees, resulting from or related to such NPPI per the indemnification obligations contained herein.

(c) You shall not (and shall not permit any third party to) (i) create or authorize new versions, modifications or enhancements to the Services or any portion thereof; and (ii) sublicense, in whole or in part, or grant a security interest in, encumber, or otherwise transfer rights to the Services or any portion thereof.

(d) Altisource reserves the right to monitor your use of the Site to determine compliance with this Agreement, as well as the right to remove or refuse any Material for any reason. Altisource also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any Material, in whole or in part, in its sole discretion. Materials uploaded to the Site may be subject to limits on use, reproduction and/or dissemination and you are responsible for abiding by such limitations with respect to the Materials uploaded, including any downloaded Contents.

(e) You hereby warrant that you will never, directly or indirectly: (i) de-compile, translate, reverse engineer, disassemble, decode, adapt or create derivative works from the Site, any other Altisource product and/or any other Content or information owned by Altisource or its affiliates; (ii) re-market, resell or redistribute the Service to any

third person or entity; (iii) bypass or breach any security device or protection used for or contained in the Site or any other Altisource product; (iv) use the Site for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose that is to Altisource's detriment or commercial disadvantage; (v) use and/or register any designation, trademark or trade name that incorporates the term "Owners.com Loans", or any designation, trademark or trade name that is confusingly similar to Owners.com Loans™ or any other Altisource trademark; or (v) except as otherwise provided in this Agreement, commercially market all or part of Altisource's products or services (including but not limited to the Services) or any product similar to Altisource's products, and/or that competes with Altisource in any way.

(f) **Identity Verification and Use.** We use many techniques to identify our Users when they register. However, because user authentication on the Internet is difficult, the Site cannot and does not confirm each user's purported identity. We encourage you to report to us any instances of fraud or other circumstances that call into question the purported identity of any user of the Site. You shall be solely responsible for any information you provides to us. You shall maintain the secrecy of your account and you shall not share your username, password or any other login credentials with others. You will immediately notify us of any unauthorized use of its username or password, or any other breach of security related to the Site. You will be held fully liable for any breach of this Agreement and will fully indemnify and hold Altisource and (as applicable) its affiliates, officers, directors, agents, and employees, harmless from any claim, including a claim for attorneys' fees, or damages arising out of such breach of this Agreement.

(g) **Release.** In the event of any dispute by you with one or more of the Site's users, you releases us (and our affiliates, officers, directors, agents, independent contractors, advisors and employees) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute(s).

(h) **Information Control.** We do not control any Materials on the Site that may be provided by you. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution, common sense and safe business practices when using the Site. Please note that there may also be risks of dealing with underage persons, foreign nationals and people acting under false pretenses.

(i) **Server or Other Technological Issues.** The Site may, from time to time, not operate optimally, at normal speed, with full functionality, or at all. In our sole discretion and at any time, we may choose to shut down the Site for any amount of time, thereby ceasing your ability to use the Site. The decision to shut down and re-enable the Site, in whole or in part rests solely with us. The Site, all Contents and any other materials thereon are provided "AS-IS" and, while we strive to provide a seamless and satisfying experience for all of our users, we assume no responsibility for any unavailability of the Site (regardless of duration) or the timeliness, transport, outage, deletion, delivery failures or failure to store/retrieve any user commands, data, communications or personalization settings in connection with the Site.

4. **Disclaimer of Warranties:** WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS WHATSOEVER AS TO THE ACCURACY OF THE INFORMATION OR CONTENTS, MATERIALS CONTAINED ON THE SITE OR THE OPERATION, AND ACCURACY OR APPROPRIATENESS OF THE SITE FOR ANY PURPOSES. THE SITE AND ALL CONTENTS ARE PROVIDED 'AS-IS'.

5. **License.** To enable the Site to use the information with which you supply us, and so that we are not violating any rights you might have in that information, you hereby grants us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to exercise any copyright, publicity and database rights you have in your information (including without limitation your information submitted upon registration with the Site and any Materials that corresponds to you submitted to the Site), in any media now known or not currently known, with respect to your information. For the avoidance of doubt, the license granted herein includes the right to use such information for the benefit of any other user of the Site.

6. Indemnity. You shall jointly and severally indemnify and hold us and (as applicable) our affiliates, officers, managers, directors, licensors, suppliers, agents and employees, harmless from any claim or demand, including a claim for attorneys' fees, made by any third party due to, or arising out of, the your use of the Site, your breach of this Agreement or the documents it incorporates by reference, the Materials, or your violation of any law or the rights of a third party.

7. Limitation of Liability. EXCEPT WHERE RESTRICTED OR PROHIBITED BY LAW, ALTISOURCE WILL NOT BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR LOSS OF DATA THAT RESULTS OR ARISE FROM THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE THE SITE, EVEN IF ALTISOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT LIABILITY MAY BE ASSESSED AGAINST ALTISOURCE, IN NO EVENT WILL ALTISOURCE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING THROUGH ANY YOUR USE OF OR ACCESS TO THE SITE, WHETHER IN CONTRACT OR IN TORT, EXCEED THE AMOUNT YOU HAVE PAID TO ALTISOURCE FOR USE OF THE SERVICES IN THE PRECEDING THREE MONTH PERIOD OR, IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO US, TEN DOLLARS.

8. Legal Compliance. You shall comply with all applicable local, state, federal and international laws, statutes, ordinances and regulations regarding such your use of the Site.

9. General.

(a) Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

(b) Assignment. We may assign this Agreement and all referenced or incorporated agreements at any time for any reason. User may not assign any of its rights hereunder without our prior written approval.

(c) Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(d) Breach. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

(e) Entirety. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

(f) Refusal of Service. We reserve the right to refuse Service to anyone for any reason not prohibited by law.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with Delaware law. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

(h) Acceptance. By accessing the Site you unconditionally accepts the above Agreement. You shall abide by all such terms and conditions fully and without recourse.

(i) Intellectual Property Notice. Altisource, Owners.com Loans[™], the Owners.com Loans[™] logo and all other marks identified herein, and on referenced and incorporated agreements, are trademarks or service marks of Altisource or its affiliates (the "Marks"). These Marks may be registered with the United States Patent and Trademark Office and Intellectual Property Offices of other countries. You are not permitted to use the Marks without the prior written consent of Altisource. In addition, you are not permitted to use any current or future Altisource product names or trade names in connection with any product or service that does not belong to, is not owned by, or

endorsed by Altisource in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Altisource.

(j) **Claims of Copyright Infringement:** If you believe that your work has been reproduced in connection with the Site in a manner that constitutes copyright infringement, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our copyright agent with the following information in writing: (i) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest, (ii) identification of the copyrighted work claimed to have been infringed, (iii) a description of where the material that you claim is infringing is located within the Services, (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address, (v) a signed statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (vi) a signed statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or you are authorized to act on behalf of the owner.

Notification pursuant to the DMCA should be submitted to:

Altisource Solutions, Inc.
Attn: Legal Department
1000 Abernathy Road, Suite 245
Atlanta, GA 30328

(k) **Class Action Waiver.** ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION, OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SITE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

(l) **Arbitration.** In the event of any dispute between the parties that arises under this Agreement, such dispute shall be settled by arbitration, using a single arbiter, in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. The hearing shall be conducted in New York, NY, unless both parties consent to a different location in writing. The decision of the arbitrator shall be final and binding upon all parties.

10. **Owners.com Loans Communication Consent:** By submitting your contact information on Ownersloans.com, you are providing your electronic signature and your consent to receive telemarketing calls, SMS messages or other forms of communication from Owners.com, Owners.com Loans, and our representatives or others on our behalf. By submitting your contact information on Ownersloans.com, you further agree that (i) we, Owners.com, Owners.com Loans, our agents, representatives or others on our behalf may call, email or send SMS messages (including text messages) to you at the number(s) and address(es) you have provided for purposes of describing goods and services that may be of interest to you, offered by us and Owners.com or others on our behalf; (ii) these calls, SMS messages, and email messages may be made using an automatic telephone dialing system or email system and/or involve prerecorded and/or artificial voice messages, and may be placed to a cellular phone number or other service for which you could be charged for such calls or SMS messages, if that is the number you have provided. Your consent, if provided, is effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list.

This consent shall remain in effect until you revoke it. You may revoke your consent to these calls, SMS messages, or other forms of communications from us by contacting Owners.com Loans's Customer Service at (844) 235-4998, emailing us at info@ownersloans.com or by any other method that ensures we receive the revocation request. You may also reach us in writing at the following address: 13736 Riverport Drive, Suite 420, Maryland Heights, MO 63043.

Your consent to calls, SMS messages, or other forms of communication is not a condition of obtaining any services from us. Should you prefer not to provide the consent detailed above in this Section 10, you may call your Owners.com Loans at (844) 235-4998.