

Substrate Terms and Conditions

[JOINSUBSTRATE.COM](https://joinsubstrate.com)

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Scope and Key Terms

These Terms and Conditions (the “Agreement”) govern access to and use of Substrate’s websites, mobile applications, and related services offered to commercial businesses in the United States. In this Agreement, the principal operating party is Substrate Industries, Inc. (“Substrate” and, together with its wholly owned subsidiaries, the “Substrate Entities”), and certain independent third-party lenders are referred to as “Network Lenders.”

Important Notice

This Agreement contains a binding arbitration provision and important disclaimers of warranties and liability. Please review Sections 5, 8, 9, and 12 carefully before using the Websites or Services.

1. AGREEMENT FOR ALL SERVICES, MOBILE APPLICATION, AND WEBSITES

The Substrate Entities require that you carefully read, understand, and agree to the Agreement. By accessing, browsing, or using the websites operated by the Substrate Entities, any related mobile application, or any products or services offered through those channels (collectively, the “Websites” and the “Services”), including by telephone, mail, text, or email, you accept and agree to be bound by this Agreement.

The Services are offered solely to commercial businesses operating within the United States. They may not be used for personal, family, household, or other non-commercial purposes. We may require verification of your commercial status at any time, and by using the Websites or Services you represent that you are acting on behalf of a commercial business entity in the United States.

You agree not to use the Services, Websites, or any credit or financing product for: (a) any illegal purpose, including money laundering, terrorist financing, fraud, or tax evasion; (b) violating any applicable sanctions program administered by OFAC or any other governmental authority; (c) misrepresenting your identity, business, financial condition, or the purpose of any financing request; (d) interfering with or disrupting the integrity or performance of the Services; (e) circumventing any security, verification, or compliance procedures; or (f) any activity that would cause any Substrate Entity to violate applicable law or the terms of its licenses. We reserve the right to suspend or terminate access immediately upon actual or suspected violation of this section.

For purposes of this Agreement, “you” or “your” means the business entity using the Websites and/or the Services, including any individual authorized to act on behalf of such business entity. When an individual submits a request on behalf of a business entity, such individual represents and warrants that they have the authority to bind such entity to this Agreement and to authorize the credit inquiries and information sharing described herein.

“Holding Entity” means the bankruptcy-remote special purpose vehicle and wholly owned subsidiary of Substrate that may hold, warehouse, or take assignment of loans originated by the Lender.

“Lender” means the wholly owned subsidiary of Substrate identified as the lender of record in your Loan

Documents, which acts as the lender of record for credit and financing products originated through the Services and, where applicable, as a broker connecting you with Network Lenders.

“Loan Documents” means the loan agreement, promissory note, security agreement and any required disclosures that govern your loan. “Network Lenders” means the banks, lenders, and financial institutions participating in the lending network operated through the Websites, excluding any Substrate Entity including the Lender. For the avoidance of doubt, Network Lenders are independent third parties and are not agents, employees, or affiliates of any Substrate Entity.

“Servicer” means the wholly owned subsidiary of Substrate that services loans originated by the Lender. The Servicer does not service loans originated by Network Lenders. Such brokered loans are serviced by the applicable Network Lender.

“Substrate” , “us” or “we” means Substrate Industries, Inc., the parent company that operates the Websites and the technology platform through which the Services are offered. References to “Substrate” do not include Network Lenders.

Substrate is the parent company of the Lender, the Servicer, and the Holding Entity. Each Substrate Entity is a separate Delaware legal entity, and no Substrate Entity is liable for the obligations of another except as expressly stated in a written agreement. Substrate operates the technology platform and Websites; the Lender originates and, where applicable, brokers credit and financing products; the Servicer services loans originated by the Lender; and the Holding Entity may hold or warehouse loans originated by the Lender. Nothing in this Agreement creates a joint venture, partnership, or agency relationship among the Substrate Entities except as expressly described herein.

Substrate operates the Websites and offers the Services and may, from time to time, change or discontinue any aspect or feature of the Websites or Services or modify this Agreement. Material changes to this Agreement shall become effective thirty (30) days after Substrate posts notice on the Websites and sends written notice to your email address of record, unless earlier acceptance is required by applicable law. Your continued use of the Services after such notice period constitutes acceptance of the modified Agreement. Notwithstanding the foregoing, no modification to this Agreement shall alter the terms of any executed equipment financing agreement, guarantee, or security agreement between you and any Substrate Entity without your express written consent.

By accessing the Websites you agree to be bound by this Agreement.

2. CREDIT PRODUCT AND FINANCING SERVICES

The Substrate Entities provide commercial credit and financing request services, brokering services, and loan servicing services through the Websites, as further described in this Section 2.

Overview

Substrate may receive information from the Lender and Network Lenders regarding the status and disposition of your financing request. Information about a particular Network Lender's handling of your data is governed by that Network Lender's privacy policy.

Eligibility and Use

A. Terms Applicable to Financing and Credit Product

Request Services

By submitting a financing request through the Websites, you represent and warrant that the credit or financing product you are requesting is solely for business, commercial, or agricultural purposes and not for personal, family, or household use. You acknowledge that the products and Services offered through the Websites and by the Substrate Entities are available exclusively for commercial purposes. The Substrate Entities do not offer consumer credit products, and no provision of this Agreement or any related loan document shall be construed as an offer or extension of consumer credit within the meaning of the Truth in Lending Act (15 U.S.C. § 1601 et seq.) or any state consumer credit protection statute.

The Lender may act in one or more of the following capacities in connection with your financing transaction: (a) as the lender of record originating and funding the credit or financing product directly; or (b) as a broker connecting you with one or more Network Lenders. The capacity in which the Lender acts will be disclosed to you prior to or at the time of your financing agreement. When the Lender acts as a broker, it is not the lender and does not make credit decisions; such decisions are made solely by the applicable Network Lender. When the Lender acts as the lender of record, the Servicer will service the loan on behalf of the Lender (or its assignee). Brokered loans are serviced by the applicable Network Lender, and neither the Servicer nor any other Substrate Entity provides servicing for brokered transactions.

You should rely on your own judgment in deciding which available credit or financing product, terms, or lender best suits your needs and financial means. Substrate may present summaries or comparisons of potential credit or financing product offers based on information received from the Lender, Network Lenders, or otherwise available to Substrate. These summaries are estimates only, may not reflect all applicable costs, and may differ from the final terms offered by the Lender and/or the applicable Network Lender.

When the Lender is the lender of record, the Lender is responsible for the origination and funding of your credit or financing product in accordance with the terms of the executed loan agreement. When a Network Lender is the lender of record for a brokered transaction, the Network Lender is solely responsible for its lending services to you. You acknowledge that Substrate operates the technology platform through which your request is processed and is not the lender, originator, or servicer of any credit or financing product.

Nothing in this Agreement limits or disclaims the obligations of the Lender or the Servicer under any executed loan agreement, promissory note, servicing agreement, or security agreement.

You are solely responsible for reviewing, understanding, and confirming the final terms and conditions included in the Loan Documents and related disclosures you sign, and you agree that only those final documents control the terms of your credit or financing product.

The Lender and applicable Network Lenders may retain your financing request information and other information provided by or through Substrate, whether or not you qualify for a credit or financing product or proceed with a transaction. If you no longer wish to receive communications from the Lender or a particular Network Lender, you must notify that party directly.

The Websites and the Services provided by Substrate are available only in connection with commercial, secured, non-mortgage credit and financing products. Such products may be offered only in states where the Lender and the applicable Network Lenders are licensed or otherwise able to provide them in compliance with applicable law. Neither the Lender nor any Network Lender seeks to provide credit or financing products in any state where it is not legally permitted to do so.

Substrate does not guarantee eligibility for or acceptance into any particular credit or financing program, or any specific product terms or conditions, with the Lender or any Network Lender. Approval standards are established and maintained solely by the Lender and individual Network Lenders. Substrate also does not guarantee that any terms or rates presented through the Websites are the best available in the market.

Any conditional credit or financing product offer may be subject to market conditions, final approval, and continued qualification. Rates and fees actually offered by the Lender or a Network Lender may be higher or lower depending on the applicant's full credit profile, collateral characteristics, and other underwriting considerations, including loan-to-value or similar ratios. Unless expressly stated in writing, nothing in this Agreement or on the Websites constitutes a commitment, promise, or interest-rate lock. Lenders may not offer all products at all times or in all states, and you may not be matched with the lender making any specific offer.

To help combat identity theft, terrorist financing, and money laundering, Substrate, the Lender, and applicable Network Lenders may obtain, verify, and record information that identifies each entity that opens an account or requests financing. They may request your business name, EIN or other tax identification number, address, telephone number, and related information needed to verify your identity and eligibility.

The Substrate Entities maintain compliance programs in accordance with the Bank Secrecy Act, the USA PATRIOT Act, and applicable FinCEN regulations. You agree to provide accurate and complete information for identity verification, KYC, and AML checks; cooperate promptly with requests for additional documentation; notify us promptly of changes in beneficial ownership, control, or organizational structure; and not use the Services for any activity prohibited by U.S. sanctions programs, anti-money laundering laws, or counter-terrorism financing regulations. We may report suspicious activity to applicable authorities and may freeze, suspend, or close accounts as required by law or as reasonably necessary to manage compliance risk.

You are responsible for safeguarding your login credentials and for all activity occurring under your account. You must notify us immediately of any suspected unauthorized access, security breach, or other security incident affecting your account. We may implement multi-factor authentication or other security controls, and you agree not to circumvent or disable them. We are not liable for losses arising from your failure to safeguard credentials or promptly report unauthorized access.

Fees and Compensation

Network Lenders pay Substrate a marketing lead generation or financing close success fee for the technology platform Services provided by Substrate. When the Lender acts as a broker connecting you with a Network Lender, the Lender may receive a broker fee or referral fee from the applicable Network Lender, which will be disclosed to you as required by applicable law. Your use of the Websites and/or Substrate's Services constitutes your agreement with this compensation arrangement. At closing, you will be responsible for paying for any closing costs associated with your credit and financing product (such as documentation, processing, underwriting, or funding fees) as set forth in separate credit or financing product agreements.

Applications, Credit Inquiries, and Communications

By clicking any button indicating acceptance, agreement, continuance of processing, or

submission, you acknowledge and agree to the stated terms and conditions of that submission and that you are submitting an inquiry regarding a credit or financing product through Substrate to each potential lender to whom your request is transmitted. You also consent to receive important notices, disclosures, and other communications in electronic form by email, SMS text, or via the Internet.

In addition, you acknowledge that we may access your credit file and that you have received and reviewed, and where applicable signed, the necessary disclosures. Not all Network Lenders will access your credit report or credit score. The Lender will not perform a hard credit inquiry without your explicit consent. The Lender may conduct soft credit inquiries, which do not affect your credit score. The Lender may also obtain business credit reports from commercial credit bureaus in connection with evaluating your financing request. If you expressly authorize a hard credit inquiry during your submission, one or more lenders may perform a hard credit pull in order to provide conditional offers, improved pricing, or more accurate financing terms, and such inquiry may affect your credit score.

Confidentiality and Information Sharing

"Confidential Information" means nonpublic business, financial, technical, or operational information disclosed by either party in connection with the Services or any financing transaction, including financial statements, business plans, customer lists, and proprietary technology. Each party will use Confidential Information only for purposes of performing under this Agreement, will protect it using at least the same degree of care it uses for its own confidential information (but no less than reasonable care), and will not disclose it except to affiliates, employees, agents, and service providers who have a need to know and are bound by confidentiality obligations no less protective than those herein. This section does not apply to information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was known to the receiving party prior to disclosure; (iii) is independently developed without use of Confidential Information; or (iv) is required to be disclosed by law, regulation, or court order, provided the disclosing party is given reasonable advance notice where permitted.

Your Confidential Information, including information derived from your credit report or credit score, may be shared with the Lender and applicable Network Lenders and accessed internally on a need-to-know basis. The Substrate Entities may also retain and disclose such information as required for examinations, recordkeeping, reporting, legal compliance, and the provision of requested products and services.

By submitting a financing request containing your electronic signature or other authentication, you authorize the Substrate Entities and each matched Network Lender to contact you at the business telephone numbers and email addresses you provide regarding your request, including incomplete applications, required follow-up items, potential matches, deadlines, service updates, marketing, and collections, subject to applicable law. This authorization may include live calls, prerecorded calls, SMS text messages, and the use of automatic dialing systems where permitted by law. You confirm that the telephone numbers and email addresses you provide are business contact information used in the ordinary course of your commercial operations. You may withdraw marketing communications consent or opt out of non-required communications using the unsubscribe process in the message or by contacting customer support.

You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by contacting Substrate Customer Service at (216) 465-7864 or by emailing support@joinsubstrate.com.

When you “submit” information, create an account, or otherwise register or apply for Services through Substrate, and its Websites or otherwise, you understand and agree that you have established a business relationship between you and Substrate, which is the owner of this site. Accordingly, Substrate may send your information to the Substrate Entities as provided in the Privacy Policy and you agree that Substrate may contact you using information you provided with information and offers of products and/or services available through the Websites. You hereby consent to any such communication or phone calls even if your phone number is on any Do Not Call list. If at any time you do not wish to continue to receive communications from the Substrate Entities or Network Lenders, you may email your request to support@joinsubstrate.com or follow the unsubscribe process within email or text communication sent to you. In addition, you agree to notify Substrate Customer Service at (216) 465-7864 or by emailing support@joinsubstrate.com directly if you no longer want to receive other forms of communications from the Substrate Entities, program partners or Network Lenders.

You acknowledge that credit and financing products originated by the Lender are secured by the equipment financed or other collateral as specified in the applicable Loan Documents. By entering into a financing transaction with the Lender, you grant to the Lender (and its successors and assigns) a purchase money security interest in the financed equipment and all proceeds thereof, as more fully described in the Loan Documents. You authorize the Lender (and its successors and assigns) to file Uniform Commercial Code financing statements (“UCC-1”) and any amendments, continuations, or termination statements as the Lender or its assigns may deem necessary or appropriate to perfect, maintain, or release the security interest granted herein. You agree to cooperate with the Lender in connection with the perfection of such security interest, including by executing any certificates of title, serial-number supplements, or other documents reasonably requested. The terms of the security interest, including the description of collateral, default, and remedies, are governed by the Loan Documents and not by this Agreement. In the event of any conflict between this Agreement and the Loan Documents with respect to the security interest, the Loan Documents shall control. All fees, rates, and charges associated with the Services, including but not limited to technology platform fees, documentation fees, servicing fees, broker fees, and origination fees, are disclosed prior to closing within the applicable Loan Documents, fee schedules, or service-specific terms available through the Websites. We may change fees applicable to the Services upon not less than thirty (30) days' prior written notice to you. Continued use of the Services after the effective date of any fee change constitutes your acceptance of the revised fees. Nothing in this section limits the fee disclosures required under applicable state commercial financing disclosure laws.

Notwithstanding any provision of this Agreement or any Loan Document, in no event shall the interest rate, fees, or other charges imposed by the Lender, the Servicer, or any other Substrate Entity in connection with any credit or financing product exceed the maximum rate or amount permitted by applicable law. If any interest, fee, or charge collected by any Substrate Entity is determined to exceed the maximum lawful amount, the excess shall be applied first to reduce the outstanding principal balance of the obligation and then, to the extent the excess exceeds

the outstanding principal, refunded to you.

Licensing, Servicing, and Assignment

The Lender is licensed or otherwise able to originate and, where applicable, broker commercial credit and financing products in accordance with applicable law in each state in which it operates. The Servicer is licensed or otherwise able to service commercial loans in accordance with applicable law in each state in which it operates. A current list of state licenses and registrations, license numbers, and any required state-specific disclosures is maintained by Substrate and made available upon request or as otherwise required by law. Substrate operates the technology platform and does not itself originate, broker, or service credit or financing products. The Holding Entity holds or warehouses loans originated by the Lender and operates under applicable exemptions for affiliates of licensed lenders or as otherwise authorized by law. Credit and financing products are not offered in any state in which the applicable Substrate Entity is not licensed or otherwise able to provide such products in accordance with applicable law.

Loans originated by the Lender are serviced by the Servicer, including the collection of payments, delivery of periodic statements, management of escrow accounts (if any), and resolution of borrower inquiries related to such loans. You may direct all servicing-related communications for originated loans to the Servicer using the contact information provided in your Loan Documents or servicing notices. The Servicer's servicing obligations are governed by the terms of the applicable Loan Documents and any separate servicing agreement. Brokered loans for which a Network Lender is the lender of record are serviced by the applicable Network Lender, and neither the Servicer nor any other Substrate Entity provides servicing for brokered loans. If servicing of your loan is transferred from the Servicer to another servicer, you will receive not less than thirty (30) days' prior written notice of such transfer, including the name and contact information of the successor servicer.

You acknowledge and agree that the Lender may sell, assign, pledge, or otherwise transfer your Loan Documents, including any promissory note and security agreement, to another Substrate Entity, including the Holding Entity, a bankruptcy-remote special purpose vehicle and wholly owned subsidiary of Substrate. The Holding Entity may in turn pledge or grant a security interest in such Loan Documents to one or more warehouse lenders or other financing sources in connection with the Holding Entity's credit facilities. Upon any such assignment: (a) your obligations under the Loan Documents remain unchanged; (b) the Holding Entity (or its designee) succeeds to all rights of the Lender under the Loan Documents, including the security interest in the financed equipment; (c) the Servicer will continue to service the loan on behalf of the Holding Entity unless you receive notice of a servicing transfer as described above; and (d) you shall make all payments as directed by the Servicer or as otherwise instructed in writing. You consent to such assignment and agree that no additional consent, notice, or approval from you is required for the Lender to assign your Loan Documents to the Holding Entity, except as otherwise required by applicable law. You acknowledge that the transfer of your Loan Documents from the Lender to the Holding Entity is intended to constitute a true sale and not a secured financing, and you agree not to assert the contrary in any proceeding.

B. Other Credit and Financing Product Request Services

The Substrate Services may facilitate conditional credit product requests and other financing offers through the Lender and Network Lenders. By submitting a credit or financing product

request form or application, you authorize Substrate to provide information you submit, or that Substrate receives from others in connection with your request, to the Lender and applicable Network Lenders. You also authorize Substrate, the Lender, and applicable Network Lenders to request your credit report, including any ancillary credit scores or ratings, and to verify that your request is true, accurate, and complete. By clicking "Submit" (or any button indicating acceptance), you certify that all information you have provided in your request is true, accurate, and complete. Some lenders may require additional information before providing an offer. In those cases, the applicable lender will contact you directly to discuss your request and the terms of any potential offer. During that process, you may be given the option to authorize a credit inquiry to improve lender matching or pricing.

To determine which Network Lenders may be a potential match, each Network Lender provides criteria regarding the types of credit and financing products it offers (for example, product amount or credit terms) and the types of customers it seeks to serve (for example, state of incorporation or credit profile). Substrate may provide your information to lenders whose criteria match your profile.

C. Additional Terms Applicable to Titled Vehicle Credit and Financing Product Request Services

If you request a titled equipment credit or financing product, Substrate may also provide your information to the Lender and one or more Network Lenders that offer such products. By clicking the submit button for that request, you acknowledge and agree that up to five lenders may perform a hard credit inquiry in connection with your request. You provide express written consent for those inquiries, and you understand that they may appear on your credit report and may affect your credit score.

3. ANCILLARY PRODUCTS AND SERVICES

From time to time, the Substrate Entities may offer ancillary products or services through the Websites in addition to the credit and financing products described in Section 2. Any such ancillary products or services will be clearly identified on the Websites along with the specific Substrate Entity or third-party provider responsible for delivering them. The disclaimer and liability provisions of this Agreement apply to your use of such ancillary products and services. For the avoidance of doubt, the Substrate Entities do not offer personal financial planning, investment advisory, insurance brokerage, or other financial services not directly related to commercial equipment financing, brokering, and servicing.

4. COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES

All contents of the Websites are: Copyright 2026 Substrate and/or the Substrate Entities or Network Lenders,

2261 Market Street, STE 79226, San Francisco, CA 94114. All rights reserved. Other product and company names mentioned herein, including the names of Network Lenders, may be the trademarks of their respective owners.

Nothing on the Websites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Websites, without the prior written permission of Substrate or the applicable Mark holder specific for each such use. The Marks may not be used to disparage the Substrate Entities, the Network Lenders, the applicable third party or the products or Services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks. Use of any Mark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Substrate in writing.

The Websites contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Websites are copyrighted as a collective work under the United States copyright laws. Substrate owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Substrate and/or the copyright or Mark owner. Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. You hereby grant Substrate a perpetual, irrevocable, non-exclusive license to use, display and share any non-personally identifiable information you submit to or is gathered by the Websites.

5. DISCLAIMERS AND LIABILITY

Substrate intends that the information contained in the Websites be accurate and reliable; however, errors sometimes occur. Changes and improvements to the information provided herein are provided "as-is" without warranty of any kind, implied, expressed or otherwise. Under no circumstances will Substrate be liable for any loss or damage caused by your reliance on information obtained through the Websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Websites.

THE WEBSITES AND THE SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". THE SUBSTRATE ENTITIES AND THE NETWORK LENDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND THE SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND/OR THE SERVICES IS AT YOUR OWN RISK. THE SUBSTRATE ENTITIES AND/OR THE NETWORK LENDERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITES AND/OR THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES AND/OR THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, OR PRODUCTS OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE WEBSITES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SUBSTRATE RECORDS, PROGRAMS OR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES OR THE SERVICES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A SUBSTRATE ENTITY AND/OR A NETWORK LENDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION LIMITS OR DISCLAIMS THE OBLIGATIONS OF THE LENDER UNDER ANY EXECUTED LOAN DOCUMENT, PROMISSORY NOTE, OR SECURITY AGREEMENT; THE OBLIGATIONS OF THE SERVICER UNDER ANY SERVICING AGREEMENT OR IN CONNECTION WITH THE SERVICING OF YOUR LOAN; OR THE OBLIGATIONS OF THE HOLDING ENTITY AS ASSIGNEE OR HOLDER OF YOUR LOAN DOCUMENTS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER SUCH

AGREEMENTS ARE GOVERNED SOLELY BY THE TERMS THEREOF.

6. ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY

The Substrate Entities and Network Lenders may choose to electronically deliver all information related to the Services and your requests. Such electronic communications may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law, including any state commercial financing disclosures, and the privacy policies of the Substrate Entities and Network Lenders.

You agree to receive all current and future notices, disclosures, communications and information, and to do business electronically with the Substrate Entities and Network Lenders. This means that the Substrate Entities and Network Lenders may communicate with you by sending a message to the email address you provided or at another email address that may be associated with you that we receive from Network Lenders or other parties. You agree that you meet the below technical requirements and are able to access and retain copies of notices and information sent or made available electronically.

By submitting any information to Substrate, including without limitation reviews and testimonials, you agree that such information and statements may be used by Substrate in publicity or promotion of its business. Upon submission of such information, statements, reviews or testimonials, you grant Substrate and its representatives the right to use your name and any such information submitted for purposes of marketing by Substrate, and authorize Substrate to publish any such materials in print or electronic format, including video. You waive any right to inspect or approve any finished product in which information you submit appears, and you agree that you will not make any monetary or other claim against Substrate for the use of such submitted information, reviews or testimonials.

Technical Requirements:

To access and retain information and notices we send or make available to you electronically, you will need a current web browser that supports TLS 1.2 or higher encryption (such as the current version of Chrome, Firefox, Safari, or Edge); the ability to view and download PDF documents; a valid email address; and the ability to print or save electronic documents for your records. You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by contacting Substrate Customer Service at (216) 465-7864 or by emailing support@joinsubstrate.com.

7. PRIVACY AND DATA PROTECTION

The Substrate Privacy Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites or received directly from you. The Substrate Entities implement reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of your information in accordance with applicable law. We may process your data to provide and improve the Services; perform identity verification, risk assessment, fraud detection, sanctions screening, and AML compliance; comply with legal process; and for analytics consistent with our Privacy Policy. In the event of a data breach affecting your nonpublic personal information, we will notify you in accordance with applicable state and federal data breach notification laws. Where required by applicable law, we will enter into data processing agreements governing the handling of personal data. If you provide personal data of third parties (e.g., officers, guarantors), you represent that you have lawful authority to do so and have provided all required notices and obtained all required consents.

8. INDEMNITY

As a condition of use of the Websites and the Services, you agree to indemnify and defend the Substrate Entities, and their respective officers, directors, managers, members, employees, and agents, from and against any and all liabilities, expenses (including reasonable attorneys' fees), and damages arising out of claims resulting from: (a) your use of the Websites; (b) your breach of any representation, warranty, or obligation under this Agreement; or (c) any third-party claim arising from your use of or actions in connection with the credit or financing products originated, brokered, or serviced by any Substrate Entity. Notwithstanding the foregoing, this indemnity shall not require you to indemnify any Substrate Entity for losses arising from such Substrate Entity's own gross negligence, willful misconduct, or breach of its obligations under any executed Loan Document, servicing agreement, or security agreement.

9. LIMITATION ON DAMAGES

In no event will any Substrate Entity have any liability to you in connection with the Websites or the Services in excess of the greater of (a) amounts paid by you directly to Substrate within the preceding twelve (12) months or (b) ten thousand dollars (\$10,000). You irrevocably waive any claim to indirect, special, consequential, punitive, or exemplary damages in connection with your use of the Websites or the Services. Notwithstanding the foregoing, this limitation shall not apply to: (i) claims arising under any executed Loan Document, promissory note, or security agreement between you and the Lender or the Holding Entity; (ii) claims arising under any servicing agreement or in connection with the servicing of your loan by the Servicer; (iii) either party's indemnification obligations under Section 8.

10. LINKS TO THIRD PARTY WEBSITES

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. Substrate does not operate or control in any respect any information, software, products or services available on such websites. Substrate's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. When you leave the Websites please note that Substrate is not responsible for the accuracy or content of the information provided by that

third-party website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that third-party website.

11. ERRORS AND COMPLAINTS

Substrate is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address or other information provided by you or other technical problems beyond its reasonable control.

If you believe an error has occurred in connection with any transaction or the servicing of your loan, you must notify us in writing within sixty (60) days of the transaction or statement date. Upon receipt of a notice of error, we will investigate and respond within thirty (30) business days (or such shorter period required by applicable law). If additional time is needed, we will notify you of the extension and provide a provisional resolution where required. For general complaints regarding the Services, contact Substrate Customer Service at (216) 465-7864 or support@joinsubstrate.com. We will acknowledge receipt within five (5) business days and provide a substantive response within thirty (30) days. If you are not satisfied with our response, you may escalate the complaint to the applicable state regulator or licensing authority.

12. DISPUTE RESOLUTION – BINDING ARBITRATION – WAIVER OF REPRESENTATIVE CLAIMS

Any claim or controversy arising out of or relating to the use of the Websites, the Services provided by any Substrate Entity, or to any acts or omissions for which you may contend any Substrate Entity is liable, including, but not limited to, any claim or controversy as to arbitrability (each a “Dispute”), shall be finally and exclusively settled by arbitration. The arbitration shall be held before one arbitrator under the Commercial Arbitration Rules of the American Arbitration Association ('AAA'), as then in effect.

Before initiating arbitration, the complaining party must send a written notice to the other party describing the nature and basis of the Dispute and the requested relief. If the parties cannot resolve the Dispute within sixty (60) days of receipt of the notice, either party may commence arbitration.

The arbitration shall be venued in Dover, DE. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the parties shall agree on an arbitrator mutually agreeable to both parties. Should the AAA decline to accept a matter submitted for individual (non-class) arbitration under this Agreement, the parties shall jointly select another arbitrator and/or arbitration service provider. In the event the parties are unable to agree on a neutral arbitrator or arbitration service provider, the claimant may file suit in any court of competent jurisdiction solely for the purpose of requesting the appointment of an arbitrator or arbitration service provider for individual (non-class, non-representative) arbitration, as provided for in Section 5 of the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefor.

Any judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. The agreement to arbitrate shall not be construed as an agreement to permit the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class or representative arbitration proceedings or otherwise.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND THE SUBSTRATE ENTITIES WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS 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 OR REPRESENTATIVE ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY.

You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Substrate's Services, you consent to these restrictions.

You may opt out of binding arbitration by sending written notice to Substrate Industries, Inc. Attn: General Counsel, 2261 Market Street, STE 79226, San Francisco, CA 94114 within thirty (30) days of first accepting this Agreement.

Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual property, trade secrets, or confidential information without first submitting to arbitration.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and a Substrate Entity, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in New Castle County, Delaware. If either party employs attorneys to enforce any right in connection with any Dispute, arbitration or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

13. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites, mobile applications and any operating rules for the Websites established by Substrate) constitutes the entire agreement between you and Substrate and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Substrate with respect to the Websites and the Services.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of laws principles. Notwithstanding the foregoing, the terms of any Loan Document, promissory note, or security agreement between you and the Lender (or its assignee) shall be governed by the law specified in such Loan Document.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

No Substrate Entity shall be liable for failure or delay in the performance of its obligations under this Agreement (other than payment obligations under any executed Loan Document) due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, utility or telecommunications failures, cyberattacks, pandemics, war, terrorism, civil disturbance, governmental actions or orders, or failures of third-party networks, systems, or service providers.

Sections 5, 7-9 and 12 shall survive any termination or expiration of this Agreement.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.