

# Terms and Conditions

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

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

Substrate Industries, Inc. dba Substrate (“Substrate”) requires that you carefully read, understand, and agree to the following Terms and Conditions (“Agreement”). By accessing, browsing or using Substrate’s website, any page thereof, or any mobile application, through any direct or indirect means (individually or collectively, “Websites” or “Website”), or by using the products or services offered in or through the Websites through alternative methods (including, for example, mobile application, telephone, mail, text, email or facsimile), you accept and agree to be bound by these Terms and Conditions (the terms “Website” and “Websites” include use through these alternative methods).

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (please see sections 5, 8, and 9). These provisions form an essential basis of our bargain. If you do not agree to these terms and conditions, you are not authorized to access or use the Websites, and you are to cease accessing or otherwise using the Websites. For purposes of this Agreement, “You” or “Your” means the person(s) using the Websites, and/or the products or services of Substrate (“Site” and/or “Services”) and its companies offered through alternative methods, including persons that allow others to provide information about themselves to Substrate (as defined below), the banks, lenders, financial institutions, providers, and brokers on Substrate’s network (“Lenders”), Providers (as defined in sections 4 and 5), or partners (as defined in sections 4 and 5). “Substrate”, “us” or “we” means, but is not limited to the following entities:

Substrate Industries, Inc. dba Substrate; and

Substrate Industries, Inc. brands, divisions, tradenames, affiliates, parents, subsidiaries, successors or assigns, and their collective members, shareholders, directors, officers, partners, employees, contractors, agents and service providers as well as Lenders.

THE DISCLOSURES AND CONSENT REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES.

Substrate operates the Websites and shall have the right at any time to change or discontinue any aspect or feature of the Websites and the right to modify the terms and conditions applicable to users of the Websites, including these Terms and Conditions, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Websites. Any use by you of the Websites or the products or services offered in or through the Websites shall be deemed to constitute acceptance of such changes. By accessing the Websites you agree to be bound by these Terms of Use. The Websites are intended for individuals who are at least 18 years of age and reside in the United States and the District of Columbia. If you are under 18 years of age or reside outside of the United States or the District of Columbia, you should not be visiting the Websites or utilizing Substrate’s Services.

## 2. CREDIT PRODUCT AND FINANCING REQUEST SERVICES

Substrate offers credit, financing, and lease product request services, explained in more detail below.

NOTE: Pursuant to the contracts between Substrate and the Brokers and Lenders on its Network, Substrate may also receive information from your Lender regarding the status of your application including, but not limited to, the amount or disposition of your credit and financing product or approval or decline of an application for credit products. In these Terms, “Lender” and “Broker” refer to the lender of record and broker of record, respectively, for the applicable credit or financing product you obtain through the Services. Information specific to your Lender’s use of your information will be found in your Lender’s specific privacy policy.

NOTE: You are providing express written consent for Substrate and Lender(s) it selects to share this private personally identifiable information for the purpose of fulfilling your request for financing, as well as litigation, regulatory request(s), law enforcement requests, internal analytics and/or for marketing purposes.

### A. Terms Applicable to Financing and Credit Product Request Services

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 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 Broker and/or Lender. The Lender is solely responsible for its services to you, including when Substrate is the Lender of record, and you agree that Substrate shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such Services. You are solely responsible for reviewing, understanding, and confirming the final terms and conditions included in the loan documents and related disclosures you sign with the Lender, and you agree that only those final documents, and nothing else, control the terms of your credit or financing product.

You understand that Lenders may keep your credit or financing product request information and any other information provided by Substrate or received by them in the processing of your credit or financing product application, whether or not you are qualified for a credit or financing product with them or if you engage with them for credit or financing products and services. You agree to notify any particular Lender directly if you no longer want to receive communications from them.

The Websites and the services provided by Substrate are available in connection with non-mortgage credit and financing products unless otherwise specified. Credit and financing products may only be offered to residents of states where Lenders are licensed or authorized to provide such credit or financing products. Lenders are not attempting to provide credit or

financing products to entities located outside of states or other jurisdictions in which they are authorized by participating in and offering their products on the Websites or through Substrate. Substrate and Lenders expressly reserve the right to discontinue, suspend or terminate the offering of any credit or financing product in any specific state through the Websites at any time, without prior notice.

Substrate does not guarantee eligibility for or acceptance into any particular credit or financing program or specific credit or financing product terms or conditions with itself or any other Lender; credit and financing product approval standards are established and maintained solely by individual Lenders. Likewise, Substrate does not guarantee that the credit and financing product terms or rates offered and made available by Lenders are the best terms or lowest rates available in the market. A Lender's conditional credit and financing product offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Lenders may be higher or lower depending on an applicant's complete credit profile, collateral/property considerations (if applicable) including but not limited to location, equity value, and income/asset consideration including but not limited to loan-to-value and debt-to-income ratios. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a credit and financing product commitment or interest rate lock-in agreement. Lenders may not offer all products at all times as well as not offer products in all states. You might not be matched with the Lender making any specific offer. To help the government fight identity theft, the funding of terrorism, and money laundering activities, Substrate and/or its Lenders may obtain, verify, and record information that identifies each person or entity that opens an account with them. They may ask for your name, Social Security Number, address, telephone number, date of birth, and other important information that will allow them to properly identify you. During the Lenders' formal application process, Substrate or a Lender may also ask to see your driver's license or other identifying documentation to further assist in certifying your identity.

Lenders pay Substrate a marketing lead generation or financing close success fee for the products and services provided. 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.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a credit and financing product through Substrate to each of the Lenders to whom your credit and financing product request is transmitted. You are also indicating that you are consenting, acknowledging, and agreeing to receive important notices, disclosures, and other communications ("Disclosures and Communications") in electronic form (either by email, SMS text, or via the Internet). In addition, you acknowledge that we may access your credit file even if your Social Security Number is not provided and that you have

received and reviewed and, where applicable, signed the necessary required disclosures. Not all Lenders will receive and/or utilize your SSN to access your credit report and/or credit score. Substrate will not perform hard inquiries into credit without your explicit consent. By default, Substrate conducts soft credit inquiries, which do not affect your credit score, in order to adhere to Anti-Money Laundering requirements and to assist in identification and verification of persons and entities as well as to prevent fraud. If you choose to authorize a hard credit inquiry—by affirmatively selecting the option presented to you during your request submission—one or more Lenders may perform a hard credit pull for the purpose of providing you with conditional offers, improved pricing, or more accurate financing terms. A hard credit pull may impact your credit score. Whether any Lender performs such a hard pull depends solely on your explicit authorization and the Lender's underwriting practices.

The information Substrate receives from your credit report and/or credit score may be shared with Lenders, and is used by internal personnel on a need-to-know basis. From time to time, Substrate is examined by State and Federal Regulators and as such is required to maintain your Personally Identifiable Information to adhere to those requirements. Your information may also be obtained from Lenders after you are matched, to ensure compliance with state and federal reporting and record retention requirements. You authorize Substrate and its participating Lenders to share such information as required, including for the purpose of providing you with the products and services for which you apply.

By submitting the credit and financing product request containing your electronic signature or any other means of authentication, you are extending an express invitation to Substrate and each Lender with which you have been matched to contact you by telephone at the numbers (whether landline or cellular) and electronic mail addresses you have provided so they may assist you with your transaction, and you hereby consent to any such calls and SMS text messages even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Lenders or other parties and you hereby consent to any such electronic mail so it will not be considered spam or unauthorized by any local, state or federal law or regulation. In addition, you consent, acknowledge and agree that Substrate, a Lender with which you have been matched or an associated third party may use an automatic dialing system in connection with calls made to any telephone number included in your submission, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call. By saving your information with Substrate or by doing a submission, you give Substrate permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete credit and financing product requests, the delivery of credit and financing product request matches, deadlines, quality of services or other matters in connection with your credit and financing product request. For any service, you represent that all of the information you have provided in your submission and credit and financing product request is true, accurate, and complete. You expressly consent to receive electronic mail and text (SMS) communications for marketing and collections purposes. 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](mailto:support@joinsubstrate.com).

When you “submit” information, create an account, or otherwise register or apply for products and/or services through Substrate, and its Website 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 its affiliates 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 Substrate and 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 Substrate or its affiliates or 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](mailto:support@joinsubstrate.com) directly if you no longer want to receive other forms of communications from Substrate, its affiliates, program partners or Lenders.

## B. Other Credit and Financing Product Request Services

The Substrate services provide for conditional credit product requests and other financing offers through their networks of nonaffiliated lenders and service providers. By submitting the credit and financing product request form and/or application, you authorize Substrate to provide information provided by you or that Substrate has or may receive from others, to such Lenders in its Network, along with any additional lenders or service providers necessary to complete your credit and financing product transaction. You also authorize Substrate and its Lenders, along with any additional lenders or service providers necessary to complete your credit and financing product transaction, to request from one or multiple credit reporting agencies, 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 are certifying that all of the information you have provided in your credit and financing product request is true, accurate, and complete. At the present time, Fair Isaac Corporation (the company that provides “FICO” credit scores) reports that, for mortgage or auto credit and financing products, it disregards those inquiries made in the 30 days prior to a lender receiving the credit score and that beyond the 30 days, it consolidates all credit inquiries that occur within a 14-day period into one inquiry for scoring purposes. Some lenders will require additional information prior to providing an offer. In these situations, the lender(s) will contact you directly to discuss your credit and financing product request, as well as the specific terms of your offer(s). In the process, you may be given the option to provide your Social Security Number and/or have your credit pulled in order to improve your lender matches. The lenders with which you are matched may later require a Social Security Number to proceed with your credit and financing product request.

To determine which lenders with which you may be matched, lenders provide us criteria about the type of credit and financing product (for example, credit and financing product amount or credit terms) and the type of credit and financing product customer (for example, state of

residence or creditworthiness) in which the lender is interested. Substrate will 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 vehicle credit and financing product and qualify for a dealer referral program, Substrate may also provide your information to one or more of the Lenders, providers, or third-party marketing companies in that program. In addition, you may be matched with one or more Lenders offering unsecured credit and financing products to help you finance your vehicle. As such, when you click on the submit button, you are consenting, acknowledging, and agreeing to a hard pull (meaning the inquiry may appear on your consumer credit report) of credit by up to five lenders in relation to your vehicle credit and financing product inquiry. Please note, that you are providing express written consent for such inquiry and that this may impact your credit score. FICO (Fair Isaac Corporation) recognizes that borrowers typically shop around, and applicants are encouraged to find the best deal that works for them and their financial situation. That's why inquiries from multiple vehicle credit and financing product applications generally will not hurt your score if made within 30 days. Once a month has passed, the FICO scoring model treats multiple inquiries for one of those credit and financing product types as a single inquiry, provided the applications all took place within a relatively short window of time, such as 45 days. That consolidation of inquiries helps limit the FICO score damage that would otherwise be caused by multiple credit checks, each counted individually. You may contact FICO online at <http://www.fico.com/en/Pages/Contact.aspx> with questions.

## **D. Additional Terms Applicable to Credit Card, Personal, and Commercial Credit and Financing Product Request Services**

If you request a credit card, personal or commercial credit, and financing product, Substrate may also provide your information to one or more of the Lenders or providers in that program.

**Notice To California Residents:** A married consumer may request separate credit. A married consumer may include a spouse's income even when requesting a separate account.

**Notice To Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**Notice To Married Wisconsin Residents:** No provision of a marital property agreement (pre-marital agreement), a unilateral statement under Section 766.59 of the Wisconsin Statutes, or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless, prior to the time the credit is granted, the creditor is furnished a copy of the marital property agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the credit and financing product for

which you are applying is granted, your spouse will also receive notification that credit has been extended to you.

### **3. REQUEST FOR OTHER PRODUCTS AND SERVICES (INCLUDING FINDER/LOCATOR SERVICES)**

Substrate offers requests for other products and services on the Websites. You may be able to access these products and services when you complete a request and either (i) get matched with potential third party providers (“Provider” includes any third-party affiliate or finder of a Provider) who will respond with conditional offers for products or services or (ii) get provided with the name and information about potential Providers who may be able to respond with the requested products or services or information about the requested products or services without any offers. The Providers that can provide you with conditional offers may not respond with offers until they speak with you to get additional information. NOTE: You are providing express written consent for Substrate and the selected Lender to share this private personally identifiable information for these purposes, as well as collection, litigation, regulatory request(s), law enforcement requests, internal analytics and/or for marketing purposes.

#### **A. Terms Applicable to All Requests for Other Products and Services**

Substrate does not make any decisions in connection with the products or services offered by Providers. Substrate does not endorse or recommend the products or services of any particular Provider on any of its Websites. Substrate is not an agent of either you or any Provider. You should rely on your own judgment in deciding which available product or service and Provider best suits your needs and financial means. The Provider is solely responsible for its services to you, and you agree that Substrate shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such Provider products or services. You understand that Providers may keep your request information and any other information provided by Substrate or received by them in the processing of your request, whether or not you are qualified for the product or service with them or if you acquire a product or service with them. You agree to notify any particular Provider directly if you no longer want to receive communications from them. Products and services may only be made to residents of states where Providers are licensed or authorized to make such products or services available. Substrate and Providers expressly reserve the right to discontinue, suspend or terminate the offering of any product or service in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide Substrate is not, and is not treated as, an application for that product or service. Substrate does not guarantee eligibility for or acceptance into any particular program or specific term or condition with any Provider; approval standards

are established and maintained solely by individual Providers. Likewise, Substrate does not guarantee that the terms or rates for the products or services offered and made available by Providers are the best terms or lowest rates available in the market. A Provider's products or services may be subject to market conditions, approval and qualification. The terms and rates actually provided by Providers may be higher or lower depending on your individual financial profile, your location and other considerations. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a product or service. Providers may not offer all products or services as well as not offer products or services in all states. You may not be matched with the Provider making any specific offer. Substrate is paid a marketing lead generation fee by either the Provider or a third party "finder" (if the finder markets for or to the Provider) for the products and services Substrate provided. Your use of the Websites and/or Substrate's services constitutes your agreement with this compensation arrangement. You will be responsible for paying for any costs associated with the product or service.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a lending product through Substrate to each of the Providers to whom your product request is transmitted. You are also indicating that you are consenting, acknowledging and agreeing to receive important notices, disclosures and other communications ("Disclosures and Communications") in electronic form (either by email or via the Internet). In addition, if you proceed with a product request with any Substrate Network Providers, they can provide you with the Disclosures and Communications in Electronic form. You understand that you will need, and have access to an email address, Internet access and PDF software to review the Disclosures and Communications. In addition, you acknowledge that such Providers may access your credit file even if your Social Security Number is not provided and that you have received and reviewed and, where applicable, signed the necessary required disclosures. By submitting the request containing your electronic signature, you are extending an express invitation to each Provider to contact you by telephone at the numbers (whether landline or cellular) you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number(s) are on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Providers or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. In addition, you consent, acknowledge, and agree that Substrate, a Provider with whom you have been matched or an associated third party, may use an automatic dialing system in connection with calls made to any telephone number you entered, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call. By saving your information with Substrate or by doing a submission, you give Substrate permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete requests, the delivery of request matches, deadlines, quality of services or other matters in connection with your request. For any product or service, you represent that all of the information you have provided in your submission and request is true, accurate and complete. 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](mailto:support@joinsubstrate.com).

By submitting the request form, you authorize Substrate to share information that you provided or that Substrate has or may receive from others to Providers or their finders, along with any additional providers necessary to complete your transaction. By submitting any eligibility form, you authorize Substrate to provide your information to Providers or finders to discuss, review or provide product or services information and opportunities. You also authorize Substrate and its Providers and finders along with any additional providers necessary to complete your transaction, to request from one or multiple credit reporting agencies, your credit bureau report including any ancillary credit scores or ratings.

## 4. COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES

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## 5. DISCLAIMERS AND LIABILITY

Substrate intends that the information contained in the Websites be accurate and reliable; however, errors sometimes occur. The information is provided as a service to the general public over the age of eighteen and is subject to change without prior notice. In addition, changes and improvements to the information provided herein and 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 INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". SUBSTRATE AND/OR ITS AFFILIATES, SUPPLIERS, LENDERS OR PROVIDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND/OR SUBSTRATE'S SERVICES IS AT YOUR OWN RISK. SUBSTRATE AND/OR ITS SUPPLIERS, LENDERS OR PROVIDERS 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 SUBSTRATE'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT 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, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUBSTRATE AND/OR ITS LENDERS OR PROVIDERS HAVE 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.

## 6. ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY

Substrate, Lenders, and Providers may choose to electronically deliver all information related to its services and your requests. Substrate, Lenders and Providers electronic communications to you 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, which may include any Federal Truth-in-Lending disclosures, State disclosures, other terms, conditions and documents, and the privacy policies of Substrate, Lenders and Providers.

You agree to receive all current and future notices, disclosures, communications and information, and to do business electronically with Substrate, Lenders and Providers. This means that Substrate, Lenders and Providers may communicate with you by sending a message to the email address you provided or at another address that may be associated with you that we receive from Lenders, and Providers 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:

Internet access with 128-bit encryption

Adobe Acrobat Reader 6 or higher

Ability to Print

Internet Explorer 6 or higher

Email Access or Firefox version 1.5 or later

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](mailto:support@joinsubstrate.com).

## **7. PRIVACY POLICY**

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.

## **8. INDEMNITY**

As a condition of use of the Websites and/or Substrate's Services, you agree to indemnify and defend Substrate and its suppliers, Lenders or Providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

## **9. LIMITATION ON DAMAGES**

In no event will Substrate have any liability to you in excess of actual compensatory damages. You irrevocably waive any claim to direct, indirect, special, consequential, punitive or exemplary damages. In no event will Substrate have any liability to any user of the Websites in excess of amounts paid by users directly to Substrate within the preceding 12 months.

## **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 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 website.

## **11. ERRORS AND DELAYS**

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.

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

Any claim or controversy arising out of or relating to the use of the Websites, to the products, goods or services provided by Substrate, or to any acts or omissions for which you may contend

Substrate is liable, including but not limited to any claim or controversy as to arbitrability (“Dispute”), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”) dated September 15, 2005, or as amended or any successor thereto. The arbitration shall be venued at a location reasonably convenient to the consumer. 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 these Terms and Conditions, 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 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 SUBSTRATE 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 products and services, you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Substrate, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Orange County, California. If either party employs attorneys to enforce any right in connection with any Dispute, arbitration or lawsuit, the prevailing party shall not be entitled to recover reasonable attorneys' fees and costs.

## 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 information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the California, excluding its conflict of laws principles. 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. 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.**