TERMS OF USE

SELLERSFUNDING CORP.

Effective Date: July 30, 2025

These Terms of Use (the "***Agreement***" or "***Terms of Use***") form a legally binding agreement setting forth the general terms and conditions governing your use of https://sellersfi.com, https://www.sellersfunding.com, https://banking.sellersfi.com, https://sellersfi.app, and https://app.sellersfunding.com/ (individually and together, the "***Site***") AND the products and services, including without limitation our Visinger Score, Visinger Score Dashboard, Revenue Advance, Daily Advance, Term Loan, Revolving Loan and Pre-Qualification products or services, provided by SellersFunding Corp. [1] (doing business as SellersFi), and our affiliates and subsidiaries (individually and together, "***SellersFunding***", "***We***", "***we***", "***Our***" "***our***").

In addition to all other agreements that may be provided to you, this Agreement sets forth terms and conditions for your use of products and services provided by SellersFunding including online tools you use or to which you subscribe (the "**Services**"), and they shall apply to all registered and un-registered users of our Site. These Terms of Use supersede the Terms of Use, dated January 30, 2025.

- In addition to these Terms of Use, certain other products or services available through the Site may have their own terms and conditions or other agreements that apply to your purchase or use of that particular product or service.

- If you choose to "pre-qualify" your account after registering your account with SellersFunding, please read Section 8 (Background Checks and Fair Credit Reporting Act), Section 8A (Registered Accounts and Credit Reports and Access to Marketplace Data), Section 8B **(**Applications for a Term Loan, Revolving Loan, Revenue Advance or a Daily Advance and Credit Checks**)** and Section 8C (Rights of Guarantors under the Fair Credit Reporting Act) carefully in addition to our **Policy Relating to • Account Registration • Pre-Qualifying an Account for Offers • Credit Checks and Applying for Financing Term Loans, Revolving Loans, Revenue Advance or Daily Advance Services or Products and • Fair Credit Reporting Act Rights for Individual Guarantors** and **Privacy Policy**.

- Please note that your application for a loan or a cash advance based on a purchase of receivables (through our Term Loan, Revolving Loan, Revenue Advance, Daily Advance or other product offered by SellersFunding, respectively) with SellersFunding is subject to a separate agreement that will be provided to you upon application. THESE TERMS OF USE DO NOT APPLY TO YOUR APPLICATION THROUGH OUR WEBSITE FOR OUR TERM LOAN,

[1] SellersFunding, SellersFi, and the SellersFi logo are trademarks or registered trademarks of SellersFunding Corp.

REVOLVING LOAN, REVENUE ADVANCE OR DAILY ADVANCE PRODUCTS OR ANY OTHER PRODUCT OFFERED BY SELLERSFUNDING, unless otherwise stated herein.

The Terms of Use may supplement other written or online terms and conditions or agreements you may have or will have with SellersFunding (with respect to rights granted to SellersFunding under this Agreement or any other website Terms of Use (or privacy policies) with any of our affiliates, service providers or their affiliates, but do not alter in any way these Terms of Use. To the extent that there is any conflict between these Terms of Use and any terms and conditions or agreements relating to the Services provided directly by SellersFunding or its affiliates (and not third parties), those other terms and conditions or agreements will govern.

Please read these Terms of Use carefully. By accessing, using or signing-up for our Site or subscribing to any of our services, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by this Agreement, including our Privacy Policy and our Policy Relating to • Account Registration • Pre-Qualifying an Account for Offers • Credit Checks and Applying for Financing Term Loans, Revolving Loans, Revenue Advance or Daily Advance Services or Products and Fair Credit Reporting Act Rights for Individual Guarantors, and other policies available on our Site relating to any of our services, which are incorporated by reference into this Agreement. This is a binding agreement between you and SellersFunding. If you do not agree to these Terms of Use, you may not use our services or website and should discontinue use of our services and our Site immediately.

1. Introduction

Welcome to the SellersFunding Site. If you have any questions or concerns with respect to this Agreement or our Site you may contact a representative of SellersFunding by e-mail at general-compliance@sellersfi.com.

2. Mandatory Arbitration Notice

IMPORTANT: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. SECTION 24 (CUSTOMER DISPUTES AND MANDATORY ARBITRATION) REQUIRES FIRST, A CUSTOMER DISPUTE RESOLUTION PROCESS AND SECOND, MANDATORY ARBITRATION ON AN INDIVIDUAL BASIS BEFORE A NEUTRAL ARBITRATOR TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS IN A PROCESS ADMINISTERED BY A JUDGE. SECTION 17 (LIMITATIONS OF LIABILITY) AND SECTION 18 (EXCLUSIONS AND LIMITATIONS) LIMIT OUR LIABILITY. PLEASE READ THE ARBITRATION AGREEMENT IN SECTION 24 (CUSTOMER DISPUTES AND MANDATORY ARBITRATION) CAREFULLY.

3. Eligibility

This Site is operated by SellersFunding from its offices in the United States. Use of our Site and our Services is void where prohibited. Our customers are businesses, including small businesses. We do not provide financing or cash advances to natural persons or business that are natural persons, only businesses organized as legal entities. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by SellersFunding. Even if you choose our "pre-qualification option" and are determined to be "pre-qualified", (1) SellersFunding may withdraw such designation at any time; (2) SellersFunding may or may not at its sole discretion offer you any Services; and (3) your ability to participate in our Services remains subject to SellersFunding's consent and any additional requirements or inquiries that may be submitted by SellersFunding, in each case, at its sole discretion at any time.

You acknowledge and agree to create an account and register with our Site strictly for business purposes. By using our Site and our services or registering on our Site on behalf of a business, you represent and warrant that (a) you have the power and authority to bind such business as a duly authorized person; (b) you are using our services only on behalf of your business, and not personally or on behalf of others; (c) all information you submit is information that you are authorized to submit and truthful, complete and accurate; (d) you will maintain the accuracy, truthfulness and completeness of such information; (e) you authorize (and have the authority to authorize) any credit checks that may be performed by SellersFunding, (f) you are 18 years of age or older; (g) you reside in a country SellersFunding is able to do business in; and (h) your use of our services or products does not violate any applicable law or regulation. You agree not to use any other customer's account without express permission and authorization to do so.

As mentioned above, not all products and services are available in all geographic areas, if your business is located outside of the United States or the United Kingdom, please confirm with SellersFunding that the product of service you wish to use is available in your location.

If you are under 18 years of age or you reside in a location in which SellersFunding's products and services are not available, please do not use this site. Your profile may be deleted and your Membership may be terminated without warning, if we believe, in our sole discretion, that you are less than 18 years of age or reside in a location in which SellersFunding's products and services are not available, respectively.

Notwithstanding anything to the contrary, while maintaining the requirement that all users be at least 18 to use our Site, if you are legally an adult (or the "age of majority") in your state of residence or you have given us your consent to allow any of your minor dependents to use this Site and will be fully responsible for any breaches of this Agreement by any minors that you have authorized to use our Site, whether or not such authorization was otherwise permitted by this Agreement.

We reserve the right to refuse to register any person or business or approve the creation of an account on our Site at any time.

4. Accessing our Site and Account Security

Whenever you provide us information on our Site, you agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, we may take any lawful action we deem necessary to protect our legal interests.

SellersFunding may also impose limits, suspend, terminate on all or any of our Site, our Services or restrict your access to parts or all of our Services without notice or liability.

SellersFunding may include commercial opportunities or content in any SellersFunding product, services, image or webpage.

You are responsible for:

- Making all arrangements necessary for you to have access to our Site.
- Ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and comply with them.

To access our Site or some of the resources it offers, you may be asked to provide certain registration details or other information, including if you opt-in to subscribe to our newsletter by providing your e-mail address.

If any portion of our Site requires you to register or open an account you may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are solely responsible and liable for maintaining the confidentiality of the password and account, and you are fully and solely responsible and liable for all activities that occur under your password or account identification.

You must not allow anyone other than your authorized employees or agents (each, an "***Authorized User***") acting on your behalf to access and use your Account. With respect to Authorized Users, you agree that: (a) if separate login details are provided for different Authorized Users, then the login details for each Authorized User may only be used by that Authorized User, and (b) multiple people may not share the same login details.

You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of our Site and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account.

Notwithstanding the above, we may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall we be held liable to you for any liabilities or damages resulting from or arising out of (A) any action or inaction under this

provision, (B) any compromise of the confidentiality of your account or password and (C) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the express permission and authorization of the account holder.

The security of your personally identifying information is important to us. However, you understand and agree that such steps do not guarantee that use of our Site is invulnerable to all security breaches, and that we make no warranty, guarantee, or representation that use of any of our Site is protected from viruses, security threats or other vulnerabilities.

You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on our Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information in accordance with our Privacy Policy.

5. Modifications to this Agreement, our Site and Our Products and Services

We reserve the right, in our sole discretion, to change, modify, withdraw, terminate, delete or otherwise alter, temporarily or permanently, all or any portion of, the Terms of Use, our Site or our Services, for any reason at any time without notice. We reserve the right to alter these Terms of Use or other Site policies at any time, so please review the policies frequently.

We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or the entire Site, to users, including registered users.

If we make a material change to the Terms of Use we will notify you here, by e-mail, by means of a notice on our home page, or other places we deem appropriate or by updating this posting on this Site, and specifying the effective date of the new version of the Agreement (which may be effective immediately). The effective date of the current version of the Terms of Use is at the top of this page. What constitutes a “material change” will be determined at our sole discretion, in good faith, and using common sense and reasonable judgment. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Site (or any portion thereof).

Your continued use of our Site, including but not limited to the posting of a new version of the Agreement constitutes your acceptance of any such changes. Subject to any limitations imposed by applicable law (including under Section 28 (Void Where Prohibited) and Section 29 (New Jersey Consumers)), we may, with or without prior notice, terminate any of the rights granted by these Terms of Use. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

6. Fees and Payment

We reserve the right at any time to charge fees for access to our Site, any services, or to any specific new feature or content that we may introduce from time to time. Some of the products and services offered on our Site may require the payment of fees, interest and other amounts ("***Premium Services***"). In no event will you be charged for access to our Site or any services unless we obtain your prior agreement to pay such fees. These chargeable products and services are subject to separate agreements into which you must enter prior to participating in such service. If you elect to sign up for Premium Services, you agree to pay such fees if you sign up for any fee-based product or service. If you do not consent to the payment of such fees, however, you may not have access to paid content or services.

SellersFunding reserves the right to change its prices and at any time, subject to applicable law. You authorize SellersFunding directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information as provided while signing up for such Premium Services. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You agree to pay for any such taxes that might be applicable to your use of the products and services and payments made by you to SellersFunding. Other amounts and the terms for payment of those amounts are described of specific application pages as you progress through your application (and from time to time thereafter).

Details regarding the content or services you will receive in exchange for fees, as well as the payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. Any such terms and conditions shall be deemed to be a part of (and are hereby incorporated by reference into) this Agreement.

7. Proceed with Caution: Accuracy of and Your Use of Information

All content and materials provided on our Site are intended for general information, discussion education and promotional purposes only. Do not construe such content, some of which is provided by third party content providers or may be provided by advertisers, as either endorsed or verified by us. The content is provided "as is" and your use or reliance upon such materials remains solely at your own risk.

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data, and other materials is available as "***Content***" on our Site (including our e-mails, newsletters and blogs). For purposes of this Agreement, "***Content***" includes without limitation any information, data (including without limitation Marketplace- or e-Commerce Platform (collectively referred to as "***Marketplace***") data, for registered users), passwords, materials or other content provided by you, directly or indirectly, including your use of, and performance of, the Site and various aspects of the services and products offered by SellersFunding. Some of the Content is provided by SellersFunding or its suppliers, and other Content is provided by persons ("***Users***") who use our Site, such as User opinions and views provided via posts to chat rooms, blogs, bulletin boards, or discussion forums.

While SellersFunding strives to keep the Content that posted by SellersFunding on our Site accurate, complete, and up-to-date, SellersFunding cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by SellersFunding or its suppliers, or by Users of our Site. We do not warrant that any Content available on our Site is reliable, current or error-free.

Any opinions, advice, statements or other information expressed or made available by Users or third parties, including but not limited to bloggers, are those of the respective User or other third party and not of SellersFunding. SellersFunding does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made by users or third parties on our Site.

SellersFunding does not have any obligation to pre-screen, edit, or remove any Content provided by Users that is posted on or available through our Site. As a general matter, we do not fact-check any User-generated Content.

Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our Site, or by anyone who may be informed of any Contents.

Notwithstanding the foregoing, SellersFunding will have the right (but not the obligation), in its sole discretion and for any reason, to pre-screen, edit, refuse to accept, remove or move any such Content.

8. Background Checks and Credit Reporting

After creating an Account with SellersFunding:

- ***Applying for a Term Loan, Revolving Loan, Revenue Advance or Daily Advance.*** If you decide to apply for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding; or

- ***Dynamic, Ongoing Pre-Qualification.*** We may implement a dynamic feature that provides you with the ability to monitor and check your pre-qualification on an ongoing basis. If this feature is implemented by us, you may decide to allow us to pre-qualify your account by *providing us with additional information* and linking your Marketplace sellers' account (or any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to), to receive periodic offers from us relating to a future Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other products offered by SellersFunding from time to time;

to the fullest extent permitted by applicable law, you are hereby agreeing that we may perform an initial background check (and subsequent periodic follow-up checks) on you and any of your principals, managing members, managers, members, stockholders, directors or officers or respective affiliates, to help us determine your suitability or approval for our Services (each, a

"***Background Check***"). Each Background Check may, without limitation, include a review of the following information, which you hereby expressly authorizes and consents to: (i) your Content and data; (ii) credit history; (iii) whether you, or any of your directors and officers, have any state or federal convictions and criminal records; (iv) information that is publicly available about you and/or any of its directors and officers; (v) information that we obtain from third party service providers, including information derived or prepared by third-party data aggregation and analysis companies; and (vi) whether you, or any of your principals, managers, managing members, directors, members, officers, stockholders, or controlling persons, have ever been declared bankrupt. You agree to cooperate with SellersFunding with respect to Background Checks and shall promptly, upon request, provide (or sign) any information, documentation and/or consent that we may require to perform a Background Check. For the avoidance of doubt, you are responsible to obtain and maintain the consent of any relevant principals, guarantors, managing members, managers, members, stockholders, directors or officers or respective affiliates, for us to perform a Background Check on them (solely for the purposes set forth in these Terms of Use), and hereby agrees to defend, indemnify and hold SellersFunding and its affiliates and their respective directors, managers, managing members, officers, members, stockholders, employees, consultants and agents, harmless from any failure by you to do so. You acknowledge that any failure to provide the foregoing information and said cooperation may preclude you from being approved to participate in, or continue to receive the benefit of, our any of our Services.

8A. Registered Accounts and Credit Reports and Access to Marketplace Data

When you register an account with our Site, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our Privacy Policy as part of providing our products and services (collectively, such information is your "***Account Profile***.").

After creating an Account with SellersFunding, if you:
(A) Decide to apply for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, or;
(B) Decide to allow us to do a complete pre-approval on an ongoing basis for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, you also specifically consent to let us request and receive your consumer report data and other data about you from third parties to include in your Account Profile, as follows:

> **I understand that I am authorizing you access to data from my Marketplace account (and any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to), on an ongoing basis for so long as I have a registered SellersFunding account to use as described in these Terms of Use and Privacy Policy. I understand that, and consenting to, SellersFunding may be downloading data automatically and frequently on an hourly, daily, weekly, month and periodic basis. Subject to the Privacy Policy, I understand and agree that SellersFunding may use such data for its own internal purposes, to use with SellersFunding's affiliates for other commercial purposes, and to evaluate with other data or analytics to track and update data through dashboards available to**

me and my authorized users accessing my account. I understand that my instructions let SellersFunding and affiliated companies obtain such information at any time for as long as I
have a registered SellersFunding account to use as described in these Terms of Use and in our Privacy Policy.

In any circumstance where I have affirmatively opted-in and consented to either apply for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, or in circumstances where I have already applied for Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, or have further opted-in and consented to receiving offers of Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, services and products from you, I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for SellersFunding Corp. or its affiliated companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to credit reporting agencies, Experian, TransUnion and Equifax. I understand that my instructions let SellersFunding Corp. and affiliated companies obtain such information at any time for as long as I have a registered SellersFunding account to use as described in these Terms of Use and Privacy Policy. I understand that (a) in applying for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, or (b) if I have been approved for and am receiving the benefit of a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other service or product, that my behavior and timing with respect to meeting my financial obligations to SellersFunding on a timely basis, may also be reported to a credit rating agencies, which will also have a positive or negative impact on my credit ratings that could be material in affecting future applications for credit and existing credit facilities in place for my business.

As described in our Privacy Policy, we may use your Marketplace profile and data (or profile and data from any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to), credit report, credit score, and other information we obtain (on an ongoing basis so long as your account is open), including the credit report, credit score and other information about any guarantors, if any, to analyze, sort, and present certain information or features to you, including making any offer to provide any financing, cash advance or purchase of your accounts receivables, if any. Any analysis and estimates we provide as part of our products and services are for illustrative and informational purposes only. Our analysis and estimates are based on certain assumptions and use only the data we have access to. Our analysis and estimates are neither endorsed by, nor commissioned by, any of our partners. The methodology we use to determine which offers, analysis, or other information is presented or highlighted is proprietary and we may elect to consider, ignore, emphasize, or de-emphasize certain factors in our sole and absolute discretion.

8B. Applications for a Term Loan, Revolving loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding and Credit Checks

By applying for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, you are (a) providing us with information about your business, your principals and your proposed guarantors, if any, and representing, warranting and covenanting to us that such information is true, complete and accurate in all respects and that you will be updating us immediately with respect to any updated information to correct or update such information submitted to us, from time to time, while you are applying or using any of our Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other services or products, and (b) authorizing us to conduct Background Checks and submit information for purposes of obtaining a credit report from a credit reporting agency, namely Experian.

In connection with applications for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding, we will usually conduct a "hard" credit check with a credit rating agency on you, your principals and any guarantors, which may affect your, your principals' and your Guarantors' (if any) credit ratings. If we approve any transaction with you, your behavior and timing with respect to meeting your financial obligations to us on a timely basis, may also be reported to a credit rating agencies, which will also have a positive or negative impact on your credit ratings that could be material in affecting future applications for credit and existing credit facilities in place for your business.

Your application for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product offered by SellersFunding will at all times be subject to you agreeing to certain Loan Agreement, Revolving Loan Agreement or a Receivables Purchase Agreement with SellersFunding. SellersFunding reserves the right to approve or reject any application for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or any other product offered by SellersFunding, at any time, from any application, whether or not such applicant is pre-approved or responding to an offer to submit an application for a Term Loan, Revolving Loan, Revenue Advance, Daily Advance or other product offered by SellersFunding from SellersFunding. For a copy of the Loan Agreement, Revolving Loan Agreement or Receivables Purchase Agreement, please request a copy from us at operations@sellersfi.com.

8C. Rights of US-based Guarantors under the Fair Credit Reporting Act

By applying for a Term Loan, Revolving Loan, Revenue Advance or a Daily Advance, or other product offered by SellersFunding, we will access credit reports for your company as well as for any individual guarantors. Individual guarantors to commercial financing transactions may have certain rights described below under the Fair Credit Reporting Act ("***FCRA***") and other applicable law.

If an individual is serving as a guarantor (a "***Guarantor***") for a commercial loan or an accounts receivable sale-purchase transaction, where a business is seeking to (a) apply to pre-qualify for financing from SellersFunding or its affiliates or sale of accounts receivable to SellersFunding or (b) apply for funding from SellersFunding or its affiliates by a loan financing or purchase of

accounts receivable, to comply with the Fair Credit Reporting Act ("***FCRA***") and other laws, we are providing the Guarantor with the following information:

- (1) The Guarantor must be told whether any information in his or her file has been used against him or her. If we used a credit report or some other type of consumer report to deny such Guarantor's application for credit, we must tell the Guarantor the name, address and phone number of the credit reporting agency or credit bureau (in each case, a "***consumer reporting agency***") that provided the information.

  Visinger Score. We generally use our own in-house algorithm to generate a Visinger Score that is disclosed to you. ***However, since neither SellersFunding Corp. nor its affiliates regularly engages in whole or in part in the business of assembling or evaluating consumer credit information or other information on consumers for the purposes of furnishing consumer reports to third parties, neither SellersFunding Corp. nor its affiliates is subject to regulation as a "credit reporting agency" under the FCRA and any information or procedures followed by SellersFunding Corp. or its affiliates with respect to the Visinger Score are provided as a courtesy to you and any Guarantor and remain subject to change without notice to you or any Guarantor.***

	Source
Name:	SellersFunding Corp. d/b/a SellersFi
Address:	750 Lexington Ave., Suite 7-112, New York, NY 10022, Attention: Operations
Phone Number:	+1-929- 229-2252

  Experian Credit Report. We will generally use Experian in obtaining a credit report for any applications for financing or purchase of accounts receivable.

	Source
Name:	Experian Information Solutions, Inc.
Address:	P.O. Box 4500 Allen, TX 75013
Phone Number:	+1-800-397-3742

- (2) ***The Guarantor has the right to know what is his or her consumer reporting agency file***, but subject to our Privacy Policy, neither you nor any Guarantor has any right

to know what is in your SellersFunding internal files used by our algorithm to prequalify or approve you or any Guarantor for any transaction with SellersFunding Corp. or its affiliates. However, the Guarantor may request and obtain all of the information about him or her in the files of a consumer reporting agency (his or her "file disclosure"), like Experian, TransUnion or Equifax. The Guarantor will be required to provide proper identification, which may be include a taxpayer identification number.

In many cases, including in instances where a company has taken adverse action against the Guarantor on the basis of information in the Guarantor's credit report, but not all cases, the disclosure will be free. All consumers are entitled to one free disclosure every month upon request from each nationwide credit bureau and from nationwide specialty consumer rating agencies. See www.consumerfinance.gov/learnmore for additional information.

- (3) ***The Guarantor has the right to ask for a credit score***.

- (4) ***The Guarantor has the right to dispute incomplete or inaccurate information***. If the Guarantor identifies information in his or her file that is incomplete or inaccurate and reports it to the consumer reporting agency, the agency must investigate unless the dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- (5) ***Consumer reporting agencies like Experian (not SellersFunding Corp. or its affiliates) must correct or delete inaccurate, incomplete or unverifiable information***. Inaccurate, incomplete, or unverifiable information must be corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- (6) ***Consumer reporting agencies like Experian (not SellersFunding Corp. or its affiliates) may not report outdated negative information***. In most cases, a consumer reporting agency may not report negative information that is more than 7 years old, or bankruptcies that are more than 10 years old.

- (7) ***Access to your file is limited***. A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- (8) **You and any Guarantor may limit "prescreened" offers of credit and insurance you or any Guarantor received based on information in the relevant offeree's credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you or a Guarantor can call if you or a Guarantor choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688). Guarantors may opt out of offers to such Guarantors or beneficiaries of such guarantees from SellersFunding Corp. by calling this toll-free number: (800) 243-3817.

- (9) **You or a Guarantor may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you or a Guarantor may be able to sue in state or federal court.

For more information about additional rights, please visit the Federal Trade Commission's website and FAQ on the FCRA: https://www.consumer.ftc.gov/articles/pdf-0096fair-credit-reporting-act.pdf or the Consumer Financial Protection Bureau website: www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20552.

8D. Rights of UK-based Guarantors under the Consumer Credit Act

Considering that SellersFunding may pull a consumer credit report on a UK-based Guarantor as part of completing its process on Background Checks, SellersFunding is committed to comply with the Principles of Reciprocity established by the Steering Committee on Reciprocity (SCOR), which "is a cross industry forum made up of representatives from credit industry trade associations, credit industry bodies and credit reference agencies" located in the UK. (http://www.scoronline.co.uk/) SCOR defines the Principles of Reciprocity as "a set of guidelines governing the sharing of personal credit performance and related data via the closed user groups of the credit reference agencies, currently Experian, Equifax and TransUnion and niche credit reference agency CoreLogic Teletrack." (http://www.scoronline.co.uk/principles)

SellersFunding, as a subscriber to receive consumer credit reports from credit reference agencies located in the UK whilst in alignment with the Principles of Reciprocity, is expected to contribute the same credit performance level data that it receives from credit reference agencies. "The main thrust of the Principles of Reciprocity is that data are shared only for the prevention of over-commitment, bad debt, fraud and money laundering and to support debt recovery and debtor tracing, to aid responsible lending." (http://www.scoronline.co.uk/principles)

Guarantors have certain rights that they can seek in relation to the personal data held by credit reference agencies; hence, they should further refer to Experian's Information Notice (SellersFunding's current consumer credit reporting agency in the UK) at https://www.experian.co.uk/crain/ for further information on how data will be treated as part of the credit reporting process. For additional inquiries, please contact Experian directly at their Web address: https://www.experian.co.uk/consumer/contact-us/index.html or via Post at: Experian Limited, PO BOX 9000, Nottingham, NG80 7WP or via Phone at: 0344 481 0800 or 0800 013 8888.

For more information about additional rights, please visit the Financial Conduct Authority's ("FCA") website at: https://www.fca.org.uk/consumers/loans-credit or write via email to: consumer.queries@fca.org.uk or via Post to: FCA Head Office, 12 Endeavour Square London E20 1JN.

9. Our Right to Data Collection

By using this Site or calling SellersFunding on a recorded line, you hereby acknowledge and agree that SellersFunding has the right to collect and analyze data and other information relating to the provision, use and performance of the Site and various aspects of the Services (including, without limitation, information concerning data from any of its customers and data derived therefrom), and SellersFunding will be free (during and after the term hereof) to (i) use such information and data for improvement and enhancement of its services and products, for training and quality assurance, and for other development, diagnostic and corrective purposes in connection with its current and future services products, and (ii) disclose such data as expressed in its policies in connection with its business. In addition, SellersFunding may incorporate such data and analysis (including any data submitted by you relating to any Guarantor and any information we obtain from or relating to any Guarantor and any Background Checks, subject to limitations of applicable law, our agreements with any credit reporting agency, and our Privacy Policy into any joint ventures with its affiliates. To the extent you have registered your account with us on our Site, the foregoing rights also apply to any data that is available to us via your Marketplace account (or any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to), which you are agreeing to link to the Site for purposes of providing us access to your Marketplace data (or data relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to) for so long as you have a registered account with us when you register your account.

Visinger Score Dashboard and Marketplace Data Dashboard. By creating and registering an account with us, you are also agreeing to allow us to incorporate your Marketplace data (including any other data relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to) into a dashboard application which is intended to provide you a user-interface for quickly summarizing and viewing your Marketplace data (or any other online sales platform or marketing channel that we are asking you (and you agreeing to provide us access to) as it is updated from time to time by our link from our Site to your Marketplace sellers' account (or other online sales platform, if any).

- We do not represent or warrant that any dashboard or data or analytics or other content set forth in any dashboard will be up-to-date, timely or error-free.

- The data, content and analytics displayed in any dashboard may change at any time and should not be relied upon --- you specifically agree and acknowledge that you will be solely responsible for checking and double-checking that any data or analytics on our dashboards is backed-up by the original primary source of the data (Marketplace or any other data relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to).

- We reserve the right at any time without notice to remove content or data from any dashboard, remove, suspend, limit user or subscriber access to, or terminate any dashboards, to make any changes as to the types of data, types of analytics, sources of data or other information, user interface or method and timing of distribution, that may be presented in any of our dashboards, from time to time.

- You acknowledge and agree that any information provided by us in our dashboards may not be in real-time and may be subject to glitches and other technical

problems relating to our connection to the Marketplace seller account access (or any other online sales platform, if any) that you have provided or our own internal algorithms and filtering of data generated from such link.

- SellersFunding disclaims any responsibility for providing you these dashboards or any visualization format of data for your convenience, which we are providing "as is" without any representation or warranty, express or implied.

- We make no representation or warranty as to accuracy, completeness or timeliness of any data or any time stamps or other indications of timing displayed to you with respect to any data provided to you and we have no duty to update you.

- You acknowledge and agree as to the inherent unreliability of any data provided by us through any dashboard, and agree you will not rely on our dashboards for making any material or immaterial decisions, actions or omissions, and agree that you will consult with your financial, tax, legal and business advisors prior to making any decision and examining the underlying original source of any data being feed through our Site or any app created by us from your Marketplace sellers account (or account relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to).

- Subject to the limitations imposed by applicable law, if any, you agree not to hold us liable for any mistakes, inaccuracies, omissions or any acts or omissions by us, in any data or data analytics displayed by us to you in providing you access to any dashboards, and acknowledge and agree that we will have no liability for any breaches of any cyber-security, hacking, virus or other security issues with respect to any personally identifiable information or other data or analytics that is distributed to any third parties, including your creditors or third parties, by your agreement to allow us to provide you dashboards aggregating any of data provided by you or your Marketplace seller account (or account relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to).

- You acknowledge and agree that you will only permit authorized persons to have access to your dashboard information, physical access to displays of such information, and that the maintenance of your SellersFunding account security and passwords and other permissions is solely your responsibility and liability, not the responsibility or liability of SellersFunding.

By Registering Your Account You are Providing Ongoing Access to Your Marketplace Data.
By registering with our Site as a registered user, you are agreeing to connect your Marketplace (or any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to) seller account to our Site and providing us access to your data on such Marketplace account (or other account relating to an online sales platform for which you have explicitly granted us access, if any) for so long as your account remains registered with our Site. We (and our affiliates, service providers and other third parties) may frequently, regularly and continuously pull data and use (subject to our Privacy Policy from your Marketplace account so long as your account is registered with us).

By Connecting Your Bank Account You are Providing Ongoing Access to Your Data.

When you connect your banking accounts with SellersFunding application, you may provide, through our integrated services, login information required by your financial institution to access your account, such as your username and password, answers to challenge questions, or a security token. When providing this information, you give SellersFunding, and Plaid Inc. as our service provider, the authority to act on your behalf to access and transmit your information from the relevant financial institution. We (and our affiliates, service providers and other third parties) may frequently, regularly and continuously pull data and use (subject to our Privacy Policy from your account so long as your account is connected with us).

By Connecting Your Accounting Software You are Providing Ongoing Access to Your Data.
When you connect your accounting software with SellersFunding application, you may provide, through our integrated services, login information required by your accounting software provider to access your account, such as your username and password, answers to challenge questions, or a security token. When providing this information, you give SellersFunding, and Codat Limited as our service provider, the authority to act on your behalf to access and transmit your information from the relevant accounting software. Codat Limited may be providing SellersFunding data from accounting software, such as ClearBooks, FreshBooks, KashFlow, QuickBooks, Sage50, sandbox, and xero. We (and our affiliates, service providers and other third parties) may frequently, regularly and continuously pull data and use (subject to our Privacy Policy from your account so long as your account is connected with us).

By registering your phone number with SellersFunding, you are explicitly consenting to ongoing SMS Communication.

By providing your phone number and selecting the check-box to opt-in, you are agreeing and consenting to engage in ongoing communications with SellersFunding via SMS. You further agree and consent to allow SellersFunding to contact you via SMS Communications about:

- registration status regarding your application,
- your multi-factor authentication code;
- application process, status, and updates;
- proposal status and updates;
- account status and updates;
- your active products, updates, and notifications;
- any promotional offers on our current and future products;
- future marketing campaigns; and
- other.

Please be advised that standard messaging and data rates may apply from your mobile or wireless device carrier. Your carrier may charge you for each text message sent and received. Contact your carrier for text messaging rates and terms applicable to your plan. To request assistance, reply “HELP” to any SMS Communication you receive from SellersFunding. To opt-out to any further communication from SellersFunding, reply “STOP” to any SMS Communication you receive from SellersFunding. Our ongoing SMS Communication follows the guidelines of the Telephone Consumer Protection Act (TCPA).

Disabling Our Access to Your Financial Data provided by Codat Limited. If you want to disable our access to your Accounting Software, please contact privacy@sellersfi.com.

Disabling Our Access to Your Marketplace Data. If you want to stop sending us data from your Marketplace Account, after you chose to link it, please refer to your company's corresponding Marketplace link directly below:

- Link to Amazon Account Disconnection and Instructions: https://amzn.to/2ngYSNV
- Link to Shopify Account Disconnection and Instructions: https://bit.ly/2lKR5Hz
- Link to Magento Account Disconnection and Instructions: https://bit.ly/2mL9qUY (then 1. Go to system > Extensions > Integrations and remove the integration you desire)
- Link to eBay Account Disconnection and Instructions: https://ebay.to/2nfiylg (then 1. Go to Account Settings, 2. Click My eBay - Account tab - Site Preferences, 3. Scroll down to find the Third Party Authorizations, 4. Put a checkmark next to each of the Authorizations you want to remove, 5. Click Hit apply to remove the applications)
- Link to Walmart Account Disconnection and Instructions: https://bit.ly/34Eea1V
- Link to Stripe Account Disconnection and Instructions: https://bit.ly/2VE6Nno
- Link to BigCommerce Disconnection and Instructions: https://bit.ly/3nNEQ9b

Please note that if you choose to disable our access to your Marketplace account, you may be in default or breach of any other agreements with us to the extent you are receiving a Term Loan, Revolving Loan, Revenue Advance, Daily Advance, or other product from SellersFunding, or other Services from SellersFunding. Please review any agreements you have entered into with us carefully with your legal and business advisors prior to disabling our access to your Marketplace account.

The rights and licenses granted under this Section 9 shall survive the termination of this Agreement.

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- To frame or utilize framing techniques to enclose our Site or any portion thereof;
- To make any use of our Site or any content other than for personal use; • "***Stalk***" or otherwise harass including advocating harassment of another, entrap, or harm any user or third party, including harming minors in any way;
- To engage in any activities that would violate the personal privacy rights of others, including but not limited to collecting and distributing information about other users without their permission, except as permitted by applicable law
- To engage or make any unsolicited or unauthorized advertising, solicitation or promotional material, including chain letters, mass mailings, or any form of "***spam***;"

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- To attack our Site via a denial-of-service attack or a distributed denial-of-service attack;
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Threatening and Abusive Actions by Users. We do not tolerate abuse of our Site and services provided on our Site. You do not have permission to add other users to your mailing list (email or postal), call, or send him/her text or electronic messages for commercial purposes, even if this user initially approached you through posting on our Site or other social media platforms used by us, unless the user has given his/her explicit consent. Sending unwanted or threatening email, text messages or postings is against this Agreement.

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Our **Designated Agent** for **notice for claims of copyright infringement** is:

Maurella van der Ree
Chief Compliance and Risk Officer
SellersFunding Corp. d/b/a SellersFi 750
Lexington Ave., Suite 7-112, New York,
NY 10022
+1-929-229-2252
copyrightclaim@sellersfi.com

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We are not responsible for the content of any third party Sites — even if they are linked to or from our Site. Links appearing on our Site are for convenience only and are not an endorsement by us of the referenced content or product. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of the third party websites or any other websites linked to or from our Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such websites, including without limitation, their privacy policies and terms and conditions. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction.
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Your dealings with advertisers or other third parties found on or accessible through our Site are solely between you and the third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of items if any, and any terms, conditions, warranties, or representations associated with such dealings. These links are provided solely as a convenience to users and should not be construed as an endorsement by SellersFunding of content, items, or services on those third party Sites. Your access and use such Sites, including the content, items, or services on those Sites, solely at your own risk.

Similarly, if you post information on a third party platform that references our Site (i.e. by using a hashtag associate with SellersFunding in a tweet), your post may be published on our Site in accordance with the terms of the third party website or service. Also, both SellersFunding and the third party may have access to certain information about you and your use of our Site and the third party Site or service.

In addition, we may receive information about you if other users of a third party website give us access to their profiles and you are one of their “connections,” or information about you is otherwise accessible through your “connection's” web page, profile page, or similar page on a social networking or other third party website or interactive service. The information we collect in connection with social features is subject to our Privacy Policy. The information collected and stored by the third party remains subject to the third party's privacy practices, including whether the third party continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that third party web Site or service.

SellersFunding does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that SellersFunding will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on our Site.

16. Disclaimer of Warranties With Respect to Site

A. SELLERSFUNDING IS PROVIDING OUR SITE, ITS CONTENT, AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH OUR SITE ON AN "AS IS" AND AS AVAILABLE BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF OUR SITE, THE INFORMATION OR PRODUCTS OBTAINED THROUGH OUR SITE OR THROUGH LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH OUR SITE OR ANY LINKED SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLERSFUNDING DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA OR NON-INFRINGEMENT.

B. IN ADDITION, NEITHER SELLERSFUNDING, NOR ANY OF OUR AFFILIATES, RELATED PARTIES, REPRESENTATIVES, OFFICERS, EMPLOYEES OR AGENTS, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED THAT (A) OUR SITE, ITS CONTENT, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH OUR SITE, WILL MEET YOUR REQUIREMENTS, (B) OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE, OR MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM OUR SITE, ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES OR OTHER HARMFUL COMPONENTS; (C) OUR SITE WILL BE RELIABLE, UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE, COMPLETE OR RELIABLE, (E) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR NEEDS OR EXPECTATIONS, AND (F) ANY DEFECTS OR ERRORS IN OUR SITE OR SOFTWARE WILL BE CORRECTED.

C. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SITE OR OUR SOFTWARE.

D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SITE, DIRECTLY OR INDIRECTLY, SHALL CREATE ANY WARRANTY.

E. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES SOME OF THE EXCLUSIONS MAY NOT APPLY TO YOU.

17. Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. SELLERSFUNDING AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA OUR SITE. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT SELLERSFUNDING IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OR THIRD PARTIES.

B. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SELLERSFUNDING, ITS AFFILIATES OR ANY RESPECTIVE REPRESENTATIVES BE LIABLE UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE OUR SITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, TRANSACTIONS PROVIDED ON OR THROUGH OUR SITE, OR ANY PRODUCT OR SERVICE PURCHASED DIRECTLY OR INDIRECTLY USING OUR SITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE; (E) ANY OTHER MATTER RELATING TO OUR SITE; (F) INTERRUPTION OF BUSINESS; (G) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE; (H) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, OR OTHER MODIFICATION; (I) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-SITE LINKS ON OUR SITE; (J) COMPUTER VIRUSES, HARMFUL CODE, DOS ATTACKS, SYSTEM FAILURES, OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF OUR SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD-PARTY SITES; (K) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OUR SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH OUR SITE; (L) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH OUR SITE; (M) DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, INTERNET FAILURES, EQUIPMENT FAILURES, COMMUNICATIONS FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, NATURAL DISASTERS, FIRES, FLOODS, STORMS, EARTHQUAKES, EXPLOSIONS, ACTS OF GOD, WAR, TERRORISM, GOVERNMENTAL ACTIONS, ORDERS OF COURTS, AGENCIES OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL (EVEN IF SELLERSFUNDING, ITS AFFILIATES OR THEIR RESPECTIVE AUTHORIZED AGENTS OR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES); OR (M) ANY OTHER MATTER RELATING TO OUR SITE, EVEN IF SELLERSFUNDING, ITS AFFILIATES OR THEIR RESPECTIVE AUTHORIZED AGENTS OR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING OUR SITE AND/OR THOSE SERVICES. THESE LIMITATIONS WILL APPLY WHETHER OR NOT SELLERSFUNDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ALSO AGREE THAT WE WILL NOT BE LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY SERVICE OR PRODUCT OBTAINED THROUGH OUR SITE OR THROUGH THIRD PARTY MEANS.

C. FURTHER, WE WILL NOT BE LIABLE IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, WHETHER OR NOT SELLERSFUNDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY FOR SUCH CLAIMS EXCEED ONE HUNDRED DOLLARS ($100.00).

D. UNLESS OTHERWISE SPECIFIED BY THE LAWS IN THE APPLICABLE JURISDICTION, YOU AGREE THAT NO CLAIMS OR ACTION IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, THE USE OF OUR SITE OR THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE.
IF YOU ARE DISSATISFIED WITH OUR SITE, TERMINATION OF YOUR USE OF OUR SITE IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

E. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON OUR SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH OUR SITES. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT ON OUR SITES.

F. YOU AND SELLERSFUNDING AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, PROVIDED THAT AN ACTION RELATING TO

COMMENCMENT OF ARBITRATION SHALL BE DEEMED COMMENCEMENT OF AN ACTION. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

18. Exclusions and Limitations

Applicable law may not allow the limitation of liability, implied warranties or the exclusion or limitation of certain damages set forth above, so this limitation of liability may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of SellersFunding, together with its affiliates, under such circumstances for liabilities that otherwise would have been limited shall not exceed any money that you paid to us (which was not used to pay any governmental fees, if any) plus one hundred dollars ($100).

19. Indemnification

You agree to defend, indemnify and hold harmless SellersFunding, its managing members, managers, members, directors, officers, employees, agents, and affiliates (the "***Indemnified Parties***"), from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees and disbursements) directly or indirectly related to (1) your breach of the Agreement; (2) your use of, and access to, our Site or any Content on our Site in violation of any law, rule, regulation or this Agreement; (3) your violation of any third party right, including without limitation, any property right, copyright or privacy right; (4) your violation of any other terms applicable to your use of Premium Services; or (5) the Content you submit, post, or transmit through or about our Site.

You also agree to indemnify and hold harmless the Indemnified Parties for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

This defense, hold harmless and indemnification obligation will survive these Terms of Use and your use of this Site.

20. SellersFunding is Not a Credit Advisor or Legal Advisor

We are not credit repair organization, credit counselor, or financial or legal advisor as defined under federal or state law. Use of our products or services is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating. If you need professional assistance with your finances, please go to a professional that can help with your specific situation.

21. Termination

Either party may terminate the Agreement for any or no cause, at any time, by notice, which shall be effective immediately or as specified in the notice. After termination, you shall no longer access our Site. The provisions of this Agreement which by their intent or meaning are intended to survive such termination shall continue to apply indefinitely.

22. Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

23. Consent to Receive Notices Electronically by Posting on our Site and Via Email

You consent to receive any agreements, notices, disclosures and other communications (collectively, "***Notices***") to which this Agreement refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must provide written notice to us (see Section 26 (Notices) of your withdrawal of such consent and discontinue your use of this Site. In such event, all rights granted to you pursuant to this Agreement, shall automatically terminate. Unfortunately, we cannot provide the benefits of this Site to any user that cannot consent to receipt of Notices electronically. Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our Privacy Policy.

24. Customer Disputes and Mandatory Arbitration

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at +1-929-229-2252. In the event that our customer service department is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute it has with you after attempting to do so informally), SellersFunding Corp. and you each agree to resolve those disputes exclusive by (A) contacting and interacting with our customer service department first, (B) failing a satisfactory resolution of your dispute, following the procedure set forth in the next paragraph below, and (C) failing a satisfactory resolution, through binding arbitration in accordance with the Arbitration Agreement below, instead of in courts of general jurisdiction.

If you have any dispute with SellersFunding Corp. or its affiliates arising out of or relating to these Terms of Use after being dissatisfied with your engagement with our customer service department, you agree to notify SellersFunding Corp. in writing with a brief, written description of the dispute and your contact information, and we will have thirty (30) days from the date of receipt within which to attempt resolve the dispute to your reasonable satisfaction. If the parties are unable to resolve the dispute through good faith negotiations during such thirty (30) day period under this informal process, either party may pursue resolution of the dispute exclusively in accordance with the Arbitration Agreement below, instead of in court.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.**

Arbitration Agreement

A. After providing a reasonable opportunity for customer service to resolve your dispute and following the thirty- (30-) day procedure set forth in the paragraph above, you and SellersFunding agree to arbitrate **any and all disputes and claims** by and between, among or including, SellersFunding (or its affiliates) and you arising out of or relating to this Agreement and the subject matter thereof (including without limitation, the Privacy Policy, our Site or any Services offered by us, including claims arising in contract, in tort, by statute or otherwise and the scope or applicability of this Arbitration Agreement and provision in our Terms of Use ("***Dispute***"; each party hereto that is a party to such Dispute, a "***Disputing Party***"), shall be settled exclusively by arbitration administered by the American Arbitration Association ("***AAA***") in accordance with its Commercial Arbitration Rules (the "***Rules***").

B. This Agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
   - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
   - claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
   - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
   - claims that may arise after the termination of this Agreement.

C. For purposes of this Arbitration Agreement, references to "***SellersFunding***", "***you***", and "***us***" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of any Services provided to you under this or prior agreements between us. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. This Agreement does, however, preclude each party from pursuing court action regarding any such agency claims. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND SELLERSFUNDING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION (WHETHER IN COURT OR ARBITRATION).** You acknowledge and agree that this Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This

arbitration provision shall survive termination of this Agreement, and your use of this Site.

D. Such arbitration shall be held before a single arbitrator, to be selected in accordance with the Rules, *provided*, *that*, the arbitrator that shall be selected and shall conduct himself or herself as independent and impartial in all matters relating to the arbitration. The arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at http://www.adr.org. The arbitrator shall have sole and exclusive authority to resolve all claims covered by this Agreement, and any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall have the authority to grant any relief authorized by law, including injunctive relief. Any issues involving the arbitrability of a dispute shall be governed by the Federal Arbitration Act (the "***FAA***"). Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereover. The place of arbitration shall be in the borough of Manhattan in New York, New York. The applicable governing law will be as set forth in Section 25 (Entire Agreement; Applicable Law and Non-Waiver of SellersFunding's Rights) (provided, that, with respect to arbitrability issues, United States federal arbitration law will govern). The arbitrator shall not be bound by rulings in prior arbitrations involving different SellersFunding users.

   If the value of the relief sought is $25,000 or less, you or SellersFunding may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and SellersFunding subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or SellersFunding, unless the arbitrator requires otherwise.

E. Notwithstanding any other provision in this Agreement to the contrary, the parties expressly agree that the arbitrator shall have absolutely no authority to award consequential, incidental, special, treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Delaware law, the FAA, the Rules or any other applicable laws (unless such damages are a part of a third-party claim for which a Person is entitled to indemnification hereunder). In the event of any conflict between Delaware law and the FAA, the FAA shall prevail.

F. Notwithstanding this Agreement to arbitrate or anything to the contrary in this Agreement, nothing shall bar a party from seeking temporary and emergent injunctive

relief from a court of competent jurisdiction in aid of arbitration in emergent circumstances, including but not limited to circumstances involving the improper dissemination or other misuse of intellectual property.

G. The fees and expenses of the arbitrators shall, in the first instance, be borne equally by each Disputing Party, but, provided, that, the prevailing party in general any arbitration shall be entitled to recover its reasonable attorney' fees and court costs from the non-prevailing party in such arbitration, and, the decision of the arbitrators will include such award of the arbitrators' expenses and of other costs to the prevailing side as the arbitrator reasonably determines.

H. The arbitrator's decision and award must be in writing stating the arbitrator's essential findings and conclusions upon which any award is based, and will follow the terms of this Agreement, as applicable, and shall be binding upon all of the parties to the Dispute and final and non-appealable to the maximum extent permitted by law, and judgment thereon may be entered in a court of competent jurisdiction and enforced by any party to the Dispute as a final judgment of such court. A party's right for review of the arbitrator's decision is limited to grounds provided under applicable law. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator.

I. **YOU AND SELLERSFUNDING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and SellersFunding agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.**

J. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

K. Purchaser and Seller irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that either may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other document executed in connection herewith in any arbitral tribunal referred to above. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such arbitral tribunal.

L. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 26 (Notices) . Nothing in this Agreement will affect the right of

any party hereto to serve process in any other manner permitted by applicable law. The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought ("***Demand***"). If SellersFunding and you do not reach an agreement to resolve the claim within thirty- (30-) days after the Notice is received, you or SellersFunding may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by SellersFunding or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SellersFunding is entitled.

M. Notwithstanding any provision in this Agreement to the contrary, we agree that if SellersFunding makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are visiting our Site or receiving Services from SellersFunding, you may reject any such change by sending us written notice pursuant to Section 26 (Notices) within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

N. No information concerning any arbitration may be unilaterally disclosed by to any third party by any participating party unless it is required to do so by law or by a competent governmental, authority, regulatory or self-regulatory body and then only: (i) by disclosing no more than is legally required, and (ii) furnishing to the arbitrator and all participating parties details of the disclosure and an explanation and reason for it.

O. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH OF THE PARTIES HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

P. Notwithstanding anything to the contrary in this Agreement or in any other agreement by and between you and SellersFunding, nothing in this Agreement or in any other agreement by and between you and SellersFunding shall affect any right that the SellersFunding may otherwise have to bring any action or proceeding relating to this Agreement or in any other agreement by and between you and SellersFunding against you or any of your respective properties in the courts of any jurisdiction.

25. Entire Agreement; Applicable Law and Non-Waiver of SellersFunding's Rights

You acknowledge and agree that this Agreement, together with the privacy and any other legal notices and agreements published by SellersFunding on our Site, constitutes the complete and exclusive agreement between us concerning your use of our Site, and supersede and govern all prior proposals, agreements, or other communications.

You agree that: (i) our Site shall be deemed solely based in New York, New York, USA; and (ii) our Site shall be deemed a passive website that does not give rise to personal jurisdiction over SellersFunding Corp. or any of its affiliates or service providers, either specific or general, in jurisdictions other than New York.

This Agreement and the resolution of any claim or dispute related to this Agreement or our Site shall be governed by and construed in accordance with the laws of the State of Delaware, the United States of America, together with the Federal Arbitration Act and other applicable federal law, without giving effect to any principles of conflicts of law. In the event of any conflict between the Federal Arbitration Act and Delaware law, the Federal Arbitration Act shall prevail. Subject to Section 24 (Customer Disputes and Mandatory Arbitration), any legal action or proceeding between SellersFunding or its affiliates, on the one hand, and you, on the other hand, related to the Agreement shall be brought exclusively in a state or federal court of competent jurisdiction sitting in the State of Delaware, United States, and you agree to submit to the personal and exclusive jurisdiction of such courts and to waive any defenses of inconvenient forum.

This choice of law provision is only intended to specify the use of Delaware law to interpret this Agreement and is not intended to create any substantive right to a non-Delaware resident's ability to assert claims under Delaware law whether by statute, common law, or otherwise.

Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

26. Notices

Unless otherwise specified in this Agreement, all notices under Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Written notice may be sent via first-class mail to SellersFunding Corp. d/b/a SellersFi, 750 Lexington Ave., Suite 7-112, New York, NY 10022, Attention: Operations, or via e-mail to operations@sellersfi.com. You agree that we may send notices to you regarding your use of our Site by means of electronic mail, a general notice posted on our Site, or by written communication delivered either by overnight courier or U.S. mail to your email or mailing address as appearing in our records from time to time.

27. Electronic Signatures

With respect to these Terms of Use, you hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

28. Void Where Prohibited

We administer and operate this Site from its location in New York, New York, United States of America; other SellersFunding websites may be administered and operated from various

locations outside the United States. We do not imply that the materials published on our Site are appropriate for use outside of the United States.

Although our Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on our Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. We reserve the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on our Site is void where prohibited.

We remind you that our Terms of Use forbid any visitor to our Site from "masking" an IP address or country or jurisdiction of origin from which you are accessing our Site, whether through a proxy server, virtual private network ("***VPN***"), Tor or otherwise (as set forth in Section 10 (Limited License Granted by SellersFunding to You and Restrictions on Use)).

If you access our Site from outside of the United States or the United Kingdom, you do so on your own initiative (in breach of these Terms of Use which requires you to be a resident of the United States or the United Kingdom as set forth in Section 3 (Eligibility)) and you are responsible for compliance with local laws.

29. New Jersey Consumers

If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) in Section 17 (Limitations of Liability) , the disclaimer of liability for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act; (b) in Section 17 (Limitations of Liability) , the limitation on liability for lost profits or loss or misuse of any data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) in Section 17 (Limitations of Liability) and Section 18 (Exclusions and Limitations) , application of the limitations of liability to the recovery of damages that arise under contract and tort, including negligence, strict liability or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act; (d) subject to and only limited to the extent of limitations and prohibitions imposed by applicable statutory and case law in the State of Delaware to Delaware corporations under an agreement intended to be governed by Delaware law and transacting with New Jersey consumers, in Section 19 (Indemnification) , the requirement that you indemnify SellersFunding and other Indemnified Parties (for example, to the extent the scope of such indemnity is prohibited or limited under New Jersey law); (e) in Section 25 (Entire Agreement; Applicable Law and Non-Waiver of SellersFunding's Rights) , the submission to the jurisdiction and venue of any state or federal court in the State of Delaware, to the extent deemed unenforceable under New Jersey law, (f) in Section 25 (Entire Agreement; Applicable Law and Non-Waiver of SellersFunding's Rights) , the Delaware governing law provision (for example, to the extent that your rights as a consumer

residing in New Jersey are required to be governed by New Jersey law), and (g) with respect Section 30 (Events Beyond Our Control) with respect to force majeure events that would limit our liability, only to the extent unenforceable under each of the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act, the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act, in each case, as amended from time to time or superseded by a successor statute or re-interpreted by relevant case law, respectively.

30. Events Beyond Our Control

Under no circumstances shall SellersFunding be held liable for any delay or failure in this Site and/or any of the Services and/or information on our Site directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of SellersFunding, including, without limitation, Internet failures, equipment failures, communications failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, vandalism, natural disasters, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties, even if SellersFunding, its affiliates or their respective authorized agents or representatives have been advised of the possibility of such events or circumstances. The provisions of this paragraph are in addition to, and not intended to limit or modify Section 17 (Limitations of Liability) as stipulated above.

31. General

- If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

- If we do not act in relation to a breach by you or others of these Terms of Use, this will not be deemed as a further continuing waiver of such breach and does not waive our right to act with respect to such breach or subsequent or similar breaches.

- Neither the course of conduct nor course of dealing between the parties, nor trade practice shall act to modify any provision of this Agreement.

- This Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SellersFunding to any party at any time without restriction or limitations or any notice to you.

- Your rights and duties under this Agreement are not assignable by you without the written consent of SellersFunding Corp.

- This Agreement does <u>not</u> provide any third party with a remedy, claim, or right of reimbursement.

- In these Terms of Use, the term "***Site***" includes any email bulletins or other content that we provide to you via or initiated from this website.

Last Updated: January 30, 2025