

## **Terms of Service**

Last Revised: January 25, 2019

These Terms of Service (“Terms”) govern your access to and use of the Milo Credit, LLC (“Milo Credit”, “we”, or “us”) website at <https://www.milocredit.com> (the “Site”), including, for instance: when you use the Site as a guest; when you register for and use your account on the Site (“Account”); or when you apply for certain credit products or services (“Services”) through the Site. If you apply for Services, you may be required to acknowledge and agree to be bound by additional terms and conditions that specifically apply to those Services.

### **1. Description of the Services.**

Milo Credit provides access to Services, including certain home equity loans or other credit products and services, to eligible applicants who apply for such Services through the Site. To apply for Services, you must create an Account and agree to these Terms and our Privacy Policy. Milo Credit may change, suspend, or discontinue the Site or any or all of the Services for any reason, at any time.

### **2. Eligibility.**

The Site and Services are intended only for those who are 18 years of age or older (or the age of majority in your jurisdiction, if it is above 18). Any use of the Site or Services by anyone under the age of majority is unauthorized and in violation of these Terms.

### **3. License and Site Access.**

Milo Credit grants you a limited license to access and use the Site (including your Account). This license does not permit you to, and you agree that you will not: (i) upload to or transmit through the Site any information that you do not have a right to make available (such as the intellectual property of another party or information that you are not legally permitted to use); (ii) upload to or transmit through the Site any material that contains a software virus or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) take any action that imposes or may impose (in Milo Credit’s sole discretion) an unreasonable or disproportionately large load on Milo Credit’s infrastructure; (iv) enter information or download information from the Site through any means other than direct user interaction with the Site; or (v) make any use of data mining, robots, or similar data gathering and extraction tools to submit information to the Site. Milo Credit, in its sole discretion, may revoke all permissions and licenses to your use of the Site, at any time.

### **4. Your Representations and Warranties.**

In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not prohibited from using the Site, or from applying for Services, if applicable, under the laws of the United States or any other applicable jurisdiction. You agree that you will

not use the Site or Services in any manner that constitutes illegal or fraudulent activity, including, but not limited to, money laundering, tax evasion, securities fraud, and pyramid or multi-level marketing schemes. You represent and warrant that you are not located in any country that is subject to United States country-wide sanctions or that has been designated by the United States as a “terrorist supporting” country, and that you are not a party listed on any United States list of sanctioned, prohibited, or restricted parties.

You also agree to provide true, accurate, current, and complete information as prompted if you register for an Account or apply for Services, and to maintain and promptly update such information as necessary. If you provide any information that is untrue, inaccurate, not current, or incomplete (or becomes untrue, inaccurate, not current, or incomplete), or Milo Credit has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Milo Credit has the right to suspend or terminate your Account, refuse any and all current or future use of the Site (or any portion thereof), or decline any and all of your current or future application(s) for Services.

If you register for an Account, you are responsible for maintaining the confidentiality of your Account and your username and password or other access credentials, and for restricting access to the computer(s) or device(s) you use to access your Account. You acknowledge that you are responsible for all activities that occur under your Account or password. You agree to notify Milo Credit immediately of any unauthorized use of your Account or access credentials, or any other breach of security by contacting us at 888-433-6456 or [info@milocredit.com](mailto:info@milocredit.com). We will not be liable for any loss or damage arising from your failure to comply with this section.

You agree that your use of the Site and your Account will comply with all applicable state, local, federal, and international laws including, for instance, privacy laws and anti-spam laws in the United States, Canada, and elsewhere.

## **5. Privacy.**

Our Privacy Policy explains how we treat your personal information and protect your privacy when you access or use our Site. We will not share or sell any of your information with or to any third party, except as specifically described in our Privacy Policy. By using or accessing the Site, you are also consenting to our Privacy Policy.

Milo Credit and its subsidiaries use third-party service providers to retrieve certain personal data about you for certain permissible purposes, such as verifying information you provide when applying for Services. Milo Credit and its subsidiaries use this personal data for our business purposes in a manner that is consistent with our Privacy Policy.

## **6. Disclaimer of Warranty.**

YOU AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE SPECIFIED IN A SEPARATE AGREEMENT BETWEEN YOU AND MILO CREDIT, MILO CREDIT MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCTS, CONTENT, OR SERVICES PROVIDED. AS BETWEEN YOU AND MILO CREDIT, ALL PRODUCTS, CONTENT, AND SERVICES ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ANTI-VIRUS, SECURITY, OR ACCURACY.

OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL MILO CREDIT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE, ANY LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER INFORMATION OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER INFORMATION.

#### **7. Limitation of Liability.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MILO CREDIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM USE OF THE SITE OR ANY RELATED SERVICES.

#### **8. Indemnity.**

You agree to indemnify and hold Milo Credit (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, or arising out of or related to your breach of these Terms, your violation of any law or the rights of a third party (including any data protection or anti-spam rights), or any claim or liability associated with your use of any Content.

#### **9. Electronic Communication.**

When you send emails to Milo Credit or use your Account to otherwise communicate with Milo Credit (for instance, by submitting an application for Services or using the Site's chat function), you are communicating with Milo Credit electronically. You must accept Milo Credit's Electronic Communications Agreement to successfully register for an Account or apply for Services. Milo Credit will communicate with you by email and by text message, if you have provided consent to receive such texts. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

#### **10. Links.**

The Site may provide links to other websites or online resources. Because Milo Credit has no control over such external sites and resources, you acknowledge and agree that Milo Credit is not

responsible for the availability of such sites or resources, and that it does not endorse and is not responsible or liable for any information, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Milo Credit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

### **11. Access to Password Protected/Secure Areas.**

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

### **12. Modifications.**

Milo Credit reserves the right to make changes to the Site, Services, related policies and agreements, these Terms, and the Privacy Policy, at any time. When the changes are material, we will notify you by sending you an email with a link to the updated document. Using the Site following notification of the changes to the applicable document signifies your acceptance of those changes.

### **13. Termination of your Account.**

If at any time you wish to terminate your Account, you may do so by sending an email with the subject line "Account Termination" to the following email address: [help@milocredit.com](mailto:help@milocredit.com).

Your option to terminate your Account may be limited if you have an outstanding loan with Milo Credit. Please contact us at 888-433-6456 for assistance.

### **14. Proprietary Rights.**

All content on the Site, including designs, text, graphics, pictures, video, information, their selection and arrangement (the "Content"), are the proprietary property of Milo Credit with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Milo Credit's prior written permission. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works of, or in any way exploit any of Milo Credit's services, including any Content. Unless explicitly stated in these Terms, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

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Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content solely for your own use, provided that you keep all copyright or other proprietary notices intact. You may not republish the Content or incorporate the Content in any other compilation, and any other use of the Content is strictly prohibited.

### **15. Procedure for Claims of Intellectual Property Infringement.**

Milo Credit respects the intellectual property of others, and we ask that you do the same. Milo Credit may, in appropriate circumstances and at its discretion, disable or terminate the accounts of users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Milo Credit's Copyright Agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Service; your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Milo Credit's Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent  
Milo Credit, LLC  
Attn: Josip Rupena  
78 SW 7<sup>th</sup> St, Suite 500  
Miami, FL 33130

By phone: 888-433-6456

Milo Credit may update this mailing address or phone number from time to time. You agree that changes to this mailing address or phone number shall not constitute a modification to these Terms.

## 16. Governing Law.

These Terms and the relationship between you and Milo Credit will be governed by the laws of the State of Delaware without regard to its conflict of law provisions.

## 17. Arbitration Agreement.

- a. Agreement to Arbitrate. You and Milo Credit agree that any claims, disputes, or causes of action (each, a “Claim”) that arise in connection with these Terms, including the arbitrability of any Claim, will be settled by binding arbitration. This agreement to arbitrate binds you and Milo Credit, and each of our respective heirs, executors, administrators, successors, and assigns (each, a “Party,” collectively, the “Parties”). If a Party refuses to arbitrate and a court intervenes to compel arbitration, the refusing Party will be responsible for paying the fees and expenses associated with seeking an order to compel arbitration, including the other Party’s attorney’s fees.
- b. Initiating the Arbitration. A party initiates arbitration by serving with a written demand for arbitration within a reasonable time after a Claim has accrued and within any applicable statute of limitations. If a Party raises the defense of untimely filing of the demand or counter-demand, the arbitrator must resolve that question before hearing the merits of the Claim.
- c. Administration of the Arbitration. The arbitration will be privately administered by the arbitrator appointed according to this section. The Commercial Rules of the American Arbitration Association (the “AAA Rules”) will govern the arbitration process and the arbitrator must follow the AAA Rules. If there are inconsistencies between this agreement to arbitrate and the AAA Rules, this agreement will govern.
- d. The Arbitrator. A single neutral arbitrator will be selected by agreement between the Parties within thirty (30) days after the arbitration is initiated.
- e. Arbitration Process. The arbitration will be held in Miami, Florida. Each Party is entitled to submit one set of interrogatories and one request for production of documents. Any additional discovery will be allowed by agreement of the Parties or at the discretion of the arbitrator. All discovery will be governed by the Federal Rules of Civil Procedure. The arbitration proceeding and all information disclosed during the arbitration will be confidential.
- f. Inclusion of Non-Parties. No arbitration of a Claim may include (by consolidation, joinder or other method) a person or entity who is not a Party, except by written consent containing (1) a reference to this agreement to arbitrate, (2) the specific Claim to be arbitrated, and (3) the signature of both Parties and the person or entity sought to be joined.
- g. Class Action Waiver. No Claim may be arbitrated on a class action basis or in a representative capacity on behalf of the general public or similarly situated persons or entities. You understand that you are waiving the right to participate in a representative

capacity or as a member of any class action related to this Agreement or the transaction in this agreement to arbitrate.

- h. The Award. The award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any competent court with jurisdiction. This award will identify the substantially prevailing Party and will award that Party fees and expenses of arbitration, including attorneys' fees, expert fees, arbitrator fees, and costs of arbitration.

### **18. Survival of Terms.**

Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision of these Terms that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms.

### **19. General.**

If any of these conditions are deemed invalid, void, or for any reason unenforceable, you and Milo Credit agree that a court should endeavor to give effect to the parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and do not limit the scope or extent of such section. The failure of Milo Credit to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Milo Credit does not guarantee it will take action against all breaches of these Terms. Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. These Terms constitute the entire agreement between you and Milo Credit and governs your use of the Site, superseding any prior agreements between you and Milo Credit with respect to the Site.