

Website Terms and Conditions of Use

YOUR LENDER (REFERRED TO AS THE "COMPANY", "WE", "US" OR "OUR", AS APPLICABLE) PROVIDES YOU WITH ACCESS TO THIS WEBSITE LOCATED AT ESOLVEMYLOAN.COM (THE "SITE") SUBJECT TO THESE TERMS AND CONDITIONS OF USE ("TERMS AND CONDITIONS"). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE. THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THIS SITE. BY ACCESSING AND USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ANY UPDATES HERETO. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THIS SITE.

Scope

These Terms and Conditions govern your use of this Site and all applications, software, transfers and debt payments ("Transfers") and services (collectively, "Services") available on this Site, except to the extent such Services are the subject of a separate agreement.

Age

Only persons who are over the age of majority and who can form legally binding agreements may use this Site.

Laws and Regulations

Your use and access of this Site is subject to all applicable federal, state and local laws and regulations.

Liability For Transfers

You are responsible for all Transfers you initiate or authorize using the Site. By making a payment via the Site, you expressly authorize the Company to electronically debit your designated account(s) for the amount entered on the Site.

If you disclose your information to any person and permit any person to access the Site using your information, you will have authorized that person to use your information and you are responsible for any transactions that person initiates or authorizes and any agreements or disclosures that person accepts or acknowledges electronically through the Site.

Notify the Company and your bank at once if you believe any of your information has been accessed or used without your authorization. Contacting the Company and your bank immediately by telephone will help you, the Company, and your bank reduce possible losses.

By making a payment via the Site you attest that your account(s) with the Company is/are not currently subject to a bankruptcy proceeding. If your account is subject to a bankruptcy proceeding or if it has previously been part of a bankruptcy proceeding, you may not be obligated to make payments on the account(s).

By making a payment via the Site you attest that you are not represented by an attorney with respect to the account(s) for which you are submitting payment. If you are represented by an attorney, you have voluntarily accessed the Site and you expressly give the Company permission to use any contact information you provide to contact you regarding your account(s) despite your current representation by an attorney.

Potential Disruption of Service

Access to the Site may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of the Company.

You hereby acknowledge that Disruption of Service that may affect your access to the Site does not otherwise alter, change, forgive or in any way modify your obligations to the Company. Payment of your any amount(s) due on your account is your obligation and it is your responsibility to follow up, verify and otherwise confirm any payments, promises or other information exchanged via this Site.

Violation of Terms and Conditions

We reserve the right to seek all remedies at law and in equity for violations of these Terms and Conditions, including the right to block access to this Site from a specific IP address.

Modifications

We may revise and update these Terms and Conditions at any time. Your continued usage of the Site after any changes to these Terms and Conditions means you accept those changes. Any aspect of the Site may be changed, supplemented, deleted or updated by us with or without notice at our sole discretion.

Content

The contents of this Site, including its "look and feel" (e.g. text, graphics, logos, images, and button icons), HTML code, editorial content, notices, software and other materials (collectively, the "Content") is protected by United States patent, trademark and other laws. The Content belongs to us or to other parties as indicated. You may not modify, copy, distribute, transmit, display, publish, sell, license, create derivative works from or use any Content available on or through the Site for commercial or public purposes without the express written permission of the Company. You may print or download a copy of the Content for your personal use as long as you keep intact all copyright and other proprietary notices. All rights not expressly granted herein are reserved to the Company and its licensors.

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Linked Sites

The Site may include links to third party websites and resources from time to time. The inclusion of any such link is provided solely as a convenience to you, and we make no representations or warranties regarding any such linked site or any content or services provided at such linked site.

Use of "Cookie" File Features

We reserve the right to store information on your computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect your preferences. The Privacy Policy provides additional information regarding our use of cookies as well as procedures for disabling cookies.

User Submissions

Any personal information you submit to us via this Site is governed by the Privacy Policy. We do not accept ideas, concepts, inventions or techniques for new services through the Site ("Submission"). If such Submissions are submitted by you through this Site or via email, you agree that such Submission is non-confidential for all purposes. You automatically grant, or warrant that the owner of any content or intellectual property contained in the Submission, including but not limited to personal information belonging to another individual, has expressly granted to us a royalty-free, perpetual, irrevocable, worldwide, nonexclusive license to use, communicate, reproduce, modify, display, distribute, publish, translate and exploit such Submission in any media or medium, or any form, format, or forum now known or hereafter developed.

Warranty Disclaimer

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Limitation of Liability

THE COMPANY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY, DEFECT IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, and agents from all claims and against all losses, expenses, damages and costs, including reasonable attorney fees, arising out of or related to your access or use of the Site or the Services offered through the Site, your inability to access or use this Site or the Services offered through the Site, or use by a person accessing the Site using your name and password.

Trademarks

eSolveMyLoan, the eSolveMyLoan logo, are trademarks of eSolveMyLoan and all other trademarks, service marks and trade names used on the Site are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of eSolveMyLoan or the owner of such trademark, service mark or trade name.

Minors

If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Site; and (c) the consequences of any use of the Service by such Minor. Children under the age of 18 should not register for any Service hereunder. At various places on the Service, we ask whether users are under the age of 18. eSolveMyLoan relies on our users to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our privacy policy.

Child Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230(d) as amended, eSolveMyLoan hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. To view information on our policy regarding the privacy of children under the age of 13, please see our privacy policy.

Infringement Policy

eSolveMyLoan, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Service if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. eSolveMyLoan accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), eSolveMyLoan has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to eSolveMyLoan in a written complaint that complies with the requirements below and is delivered to our designated agent to receive notification of claimed infringement.

Governing Law

This Site and these Terms and Conditions shall be governed by and will be construed in accordance with the laws of the State of Georgia, excluding its conflicts of

law principles.

Governing Language

To the fullest extent permitted by law, the controlling language for these Terms and Conditions is English. Any translation of these Terms and Conditions has been provided for your convenience only.

General

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as modified, will remain in full force and effect. This is the entire agreement between you and us relating to the subject matter herein.

PLEASE PRINT OR DOWNLOAD A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

Document version: 6