

Website Terms of Use Agreement

QFund

Privacy Policy

At QFund, user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online lending customers. We also strive to protect the personal and confidential information of those who use our on-line services and website. Visit www.qfund.com for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently.

Terms of Use

Please read this agreement ("Agreement") carefully before using our website at www.qfund.com. By accessing or using our website, you agree to be bound by this Agreement and all of its terms without change. This agreement is between QFund, you the user, and, if you are using the website on behalf of a company or organization, such company or organization will also be considered a party to this Agreement.

Neither QFund nor its representatives are engaged in rendering legal services or other such advice. Your use of the website is subject to the additional disclaimers and notices that may appear throughout the website.

We are not providing investment advice, legal advice, or any other type of advice through this website, and the material on this website should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of QFund or its affiliates.

QFund and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, or other material on our website. While we strive to keep the information on this website accurate, complete and up-to-date, QFund and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of the information or services on the website.

This website has been established by QFund for the purpose of providing loans to customers. If any information on the site conflicts with that in the lender's agreements and disclosures, the agreements and disclosures will control. If you use our online lending services, our online lending agreement will control.

Use Limitations

We may provide information about in store and online loan services ("services and information"). We grant you access to this website during the term of this agreement solely to receive the services and information. You may access, download, and print materials as necessary to receive the services and information. You may not license, copy, distribute, create derivative works from, frame in another Web page, use on any other website, or sell any information, databases or lists obtained from this website. When we request, you agree to provide true, accurate and complete user information. You will not access or attempt to access password protected, secure or non-public areas of the website without our prior written permission. You will comply with all privacy laws.

As a condition of your use of this website, you warrant to QFund that you will not use this website for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this website automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data, or content found on this website or accessed through this website. You may not republish QFund content or other content from this website on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware or other malicious code to this website. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our website is virus free.

If you are under the age of 13, you may not use this website.

Proprietary Rights

All materials on this website (as well as the organization and layout of the website) are owned and copyrighted, licensed by, or used with permission that is granted to QFund. No reproduction, distribution, or transmission of the copyrighted materials at this website is permitted without the prior written permission of QFund.

Your Account

If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of this website is terminated, you will (i) stop using the website and any information obtained from the website, and (ii) destroy all copies of your account information, password and any information obtained from this website. Direct Deposit/Withdrawal Authorization

By signing a loan agreement you are giving us permission to deposit directly to and withdraw directly from the financial institution and account numbers identified within the loan application, including the withdrawal of any and all amounts present in this account until all obligations under this agreement have been satisfied.

Credit/Debit Card Withdrawal Authorization

By signing a loan agreement you are giving us permission to charge your credit/debit card for any items including but not limited to regularly scheduled payments and returned item fees. We will not charge your credit/debit card for any other reasons except those transactions requested by you.

Loans Limited to Applicable States

By applying for a loan on our website, you represent and warrant to us that you are a resident of the state applicable to your loan. QFund only makes loans in certain states, currently Missouri.

Confidential Information

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the services. You will use at least the same degree of care in

safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the website or (ii) which is (A) marked "Confidential," "Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEBSITE AND THE SERVICES OFFERED AT THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. QFUND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER QFUND NOR ITS AFFILIATES OR SERVICE PROVIDERS SHALL BE LIABLE 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 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE WEBSITE OR THROUGH OR FROM THE SERVICE; (iii) FAILURES OF OR INACCURACIES IN ANY ONLINE LENDING TRANSACTIONS (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SUBJECT SERVICES OR \$100, WHICHEVER IS GREATER.

Links to Third Party Sites

This website may contain hyperlinks to websites operated by parties other than QFund or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the QFund privacy policy is applicable only when you are on our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

Links to Our Website

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray QFund, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise

offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of this website. You may not use any QFund logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this website. Any link to our website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to original site if the visitor wishes to back out.

Use of Submissions

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this website, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information

Changes to Our Website

We may make improvements or changes in the information, services, products, and other materials on this website, or terminate this website at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of this website will be deemed your acceptance of the modified Agreement.

Dispute Resolution

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under QFund rules exceed \$125, and you are unable to pay the additional fees and deposits, QFund retains the right to forward them to QFund on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, QFund retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived**

those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

Miscellaneous

This website is intended to and directed to residents of the United States and all advertising claims contained in this website are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement or this website will be governed by and construed in accordance with the laws of Missouri, without giving effect to any principles of conflicts of law. Failure by QFund to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. **Any legal action or proceeding between QFund and you related to this Agreement not covered by the Dispute Resolution section of this Agreement will be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Missouri, County of St. Louis.** If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term.

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