

Terms and Conditions of Use

Effective date: 10/01/2018

These Terms and Conditions of Use are the formal agreement between MicroPaydayLoans.com (hereinafter we, our, ours, us, Company) and a user (hereinafter User, Users, You, Your, Yours) of the Website (hereinafter Website, Site), who continues to exploit the Website and attempts to use the services presented by the Company. The Terms and Conditions of Use regulate the relationship between the stated parties in point of the use of this Website.

The Company is not a lender, nor does it represent any financial organization/entity, originate financial products and services or make credit decisions. The Company operates as a search and match service, as it contracts with a network of independent third party lenders and financial organizations that can provide credit products. Thus, the Company can connect the Users of the Website with the lenders from its network. In order to get access the services provided by the Company the User of the Website needs to complete the online registration form.

We encourage all the Users of the Website to read these Terms and Conditions of Use, as further exploitation of the Website, the use of the services on the Website and submission of personal information attempting request imply that Youhave read and understood these terms and other documents regulating the use of the Website, including but not limited to the <u>Privacy Policy</u>.

The use of the Website is available only for the residents on the USA of legal age. By continuous use of the WebsiteYou confirm that You are at least 18 years old and reside in the US. The services provided on the Website are not available for the residents of some states, including, but not limited to Arkansas, New York, West Virginia and Vermont due to specific regulations regarding short-term lending in these locations. The list of states is subject to changes. Please, check the status of Your state on Rates and Fees page using the links to authority Websites, which contain the recent and up to date information regarding short-term lending in the USA.

If You do not accept these Terms and Conditions of Use, please, cease using the Website by exiting its pages.

Company Services

As mentioned above the Company is not a lender and does not make credit decisions, rather connects its Users with independent third party lenders, who can provide the Users with short-term loans of up to \$1,000 (the amount of available loans depend on the regulations in each state). Since the Company has nothing to do with the credit decisions third party lenders make, the decision to approve Your request, as well as the amount and terms of the offered loan products are exclusively made by loan providers and depend in each individual case on many factors. The Company cannot guarantee that Your attempt to be matched with a lender will result in the approval of Your request, or that You will be offered the desired amount on the desired terms. Not all the lenders in our network can provide loans of up to \$1,000.

We encourage every User of the Website who has doubts about any particular loan offer or short-term lending in general to seek professional consult and support, as this form or lending is a relatively expensive form of credit and remains effective only if used for short terms and reasonably. Keep in mind, that the Company has nothing to do with the terms of any particular loan offer or credit product, thus, takes no responsibilities for the decisions third parties make and cannot provide information regarding any particular credit operation.



Your continuous use of the Website implies that You accept these Terms and Conditions of Use and other governing documents of the Website and acknowledge that the Company takes no responsibility for financial or non-financial damages or costs associated with Your communication or cooperation with any third party lender we can match You with.

In order to use the services provided on the WebsiteYou need to register via online form by submittingYour personal, contact, employment and financial information, including but not limited to Your sensitive information such as SS number and banking account details. This information is used to perform search and match service and connect You with one or more third party lenders the Company contracts with who can approve Your request and provide You with a loan product according to the information You state in the online form. These procedures require sharing of Your information with third party lenders. We collect, store, share and use the information You submit according to the provisions stated in the Privacy Policy, Responsible Lending Policies and Marketing Practices on this Website. When You submit Your information You expressly confirm that You have read and understood and willingly agree to the provisions of the mentioned policies and practices, as well as these Terms and Conditions of Use. Your information submission on the Website is considered as a request to match You with one of the third party lenders we contract with. Thus, the third party lenders we share Your information with are authorized to contact You via email, telephone, direct mail and other media in order to provide You with financial product offers You expressed Your interest in. We also can share some of Your personal information (excluding SS number and banking details) with third party marketers we contract with, as well as Your lender may share this information with third party marketers for the purpose of offering more financial productsYou may have interest in.

Your SS number and other personal information can be used by third party lenders we contract and share Your information with in order to perform credit verification to determine Your credibility and make decisions on providing You with financial products and services You expressed Your interest in.

The Company cannot guarantee that You will be approved of or provided with the products matching Your requirements and/or provide any information on particular credit products and services presented by third party lenders we contract with. For any information regarding financial products and services or any particular transaction You should contact Your provider directly.

Authorized Use and Proprietary Rights

The Websitecan be used only according to these Terms and Conditions of Use and other terms that regulate the operation of the service. The content on the Website is protected by the copyright. Any unlawful representation, use or reproduction of the content is strictly prohibited. Violation can lead to legal actions. The use of the content on the Website for commercial purposes is unlawful.

Company retains the impartible ownership rights for the content on the Website (including but not limited to digital records, videos, pictures, texts, logos, trademarks and other assets), which is protected by the copyright and regulated by the Intellectual Property laws in the United States. The Users of the Websiteare not granted the ownership of anything present on the Website. Any reproduction, duplication, resale, copying or other exploitation of the content, arrangement, organization, and design is considered illegal, and hence such actions are strictly prohibited.

Disclaimer of Warranties

THIS SITE AND THE SERVICES OFFERED BY THE COMPANY ARE AVAILABLE "AS IS" AND ON THE BASIS OF STATED AVAILABILITY. THEY ARE ACCESSED AND USED AT YOUR OWN RISK AFTER UNDERSTANDING THE TERMS OF USE. THIS COMPANY MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WITH THE SERVICE OR ANY PRODUCT, AND THEY ARE SUBJECT TO CHANGE WITHOUT ANY PRIOR NOTIFICATION. THE COMPANY DOES NOT GUARANTEE THAT ITS PRODUCTS WILL MEET YOUR REQUIREMENTS AT ANY



GIVEN POINT IN TIME OR THAT THE SERVICES OFFERED BY THE COMPANY WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. THE SOFTWARE AND OTHER TECHNOLOGIES USED BY THE COMPANY MAY COME WITH ERRORS THAT WILL BE CORRECTED BY THE COMPANY WHEN POSSIBLE. THE COMPANY DOES NOT GUARANTEE THAT ANY THIRD-PARTY SOFTWARE, WEBSITES AND TOOLS WILL BE SECURE OR ERROR-FREE. AS A RESULT, THE COMPANY WILL NOT ACCEPT ANY LIABILITY ARISING OUT OF SUCH ERRORS OR PROBLEMS. THIS COMPANY HAS NOT REVIEWED OR VERIFIED THE LINKS OF THIRD PARTY LENDERS AND OTHER THIRD PARTIESPRESENT ON THE SITE. IT IS UP TO YOU TO VISIT THESE THIRD PARTY LINKS AND ACCEPT THE PRODUCT OR SERVICES OFFERED BY THEM. BY VISITING SUCH LINKS, YOU AREAT YOUR OWN RISK AND THE COMPANY IS NOT LIABLE FOR ANY LOSSES ACCRUED TO YOU THROUGH SUCH ACTIONS.

Limitation of Liability

THE COMPANY IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR ANY OTHER FORM OF LOSS OR DAMAGE THAT YOU MAY BE SUBJECT TO DUE TO THE USE OF THE SITE AND THE SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS WHO HAVE CLAIMED THEMSELVES AS LENDERSAND CAN BE MATCHED WITH UPON REQUEST. THE TOTAL LIABILITY OF THE COMPANY IN THE CASE OF ANY LOSS OR DAMAGE CAUSED TO YOUBY THE USE OF THE WEBSITEIS LIMITED TO THE EXTENT OF MONEY YOU HAVE PAID TO ACCESS OR USE THIS SITE.

SOME JURISDICTIONS DO NOT RECOGNIZE OR ALLOW THE EXCLUSION OF CERTAIN SPECIFIC WARRANTIES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN SUCH CASES, THE COMPANY WILL ADJUST OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Implication of Privacy Policy in Marketing Activity

When You submit Your information on the Website, You expressly agree that the Company can share and use Your information for marketing purposes according to the provisions stated in the Privacy Policy of this Website. The information You provide can be shared with third party lenders and marketers the Company contracts with. If You want Your information to be excluded from our database, You can contact us directly and make respective request. In caseYou need Your information to be excluded from any third party database or list, You should contact this party individually.

Third Part Websites

The Website may contain links to third party websites and information regarding the services of these third parties. The Company in no way takes responsibility for the content of the third party websites and the accuracy of the information they provide, nor does the Company represents or endorses any of third party website it connects its Users with. The User of theWebsite accepts all the risks concerning their access to third party websites through the website and in no way claims the Company liable for the consequences associated with the use of third party websites they link via the Website.

Disputes

The disputes that arise directly from the use of the Site or any service presented on the Site are subject to the provisions of the state legislation originated in the state, which licenses or authorizes the service or business activity of the service or the Company. All such disputes should be legally incorporated in the form of official complaint sent for arbitration to the corresponding association or institution authorized to resolve such cases in accordance with state and federal rules and regulations that are in force at the time of dispute submission. All disputed that arise between the User and the Company are can be processed and resolved only through arbitration in consideration with the terms set herein. By agreeing to these Terms and Conditions of Use, You confirm that You expressly reject Your right to represent Yourself individually or through legal counsel in front of any judge or court, and You waive Your right to join class action suits against the Company.



The maximum compensatory damages, assigned by the arbitrator, authorized by the American Arbitration Council to monitor the dispute mentioned above, cannot exceed the maximum of the damages claimed by the complainant (the User). Additionally, no punitive, incidental and consequential damages can be awarded by the arbitrator on the dispute as You waive Your right on claiming responsibility for these damages as well. The results of the arbitration are binding for the User, however, the Company may choose to file an action to any court within the jurisdiction to handle such cases in lieu with this alternate dispute method.

If Youreject to these arbitration clauses, then You should send a letter in writing to the Company within ten days (10) after accepting these Terms and Conditions of Use. You must send the request to: MicroPaydayLoans.com. The letter should clearly have Your first and last name, telephone number, address and email address along with the statement "I reject the arbitration clause of the Companystated on its Websiteon its Terms Conditions of Use page." In case You reject this provision, You are obliged to bring up a legal case to any court authorized to handle this case within one (1) year after the damage was determined. After the stated term the claim will be deemed void.

Export Restriction

The residents of these countries have no access to the services and products of the Website due to embargo conditions: Syria, Iran, North Korea, Cuba, Iraq, Libya, Sudan and any other country that US has embargoed goods and services. Additionally, the service and products of the Website are not available for the following category or Users: the ones who belong to United States Treasury Department's list of Specially Designated Individuals or US Commerce Department's Table of Denial Orders.

Your continuous use of the Website and its services and Your registration on the Website with consent to these Terms and Conditions of Use is deemed as Your warrant to belong to any of the categories mentioned in this clause.

Indemnification

Your continuous use of the Website and the services of the Company is deemed as Your indemnification to the Company, its parent Company, subsidiaries, affiliates and each of its individual members, directors, employees, agents, bankers, co-partners as harmless and confirm no claims or liabilities may be brought by You due to:i) Your improper or unreasonable use of the Website, ii) Your breach of these Terms and Conditions of Use or iii) any dispute between You and any third party. The provisions of this clause may be asserted in case of the respective dispute or claim brought by You.

Complete Agreement

The provisions of these Terms and Conditions of Use collectively compile the complete agreement between the User of the Website and the owning Company and should be accepted as determining the entire understanding of the regulations governing the relations between the mentioned parties. The agreement supersedes any and all related prior information or notices. In case of discrimination or violation of any provision, the complete agreement and other provisions remain in force.

Modifications and Updates

The Company reserves its right to make changes, amend and update these Terms and Conditions of Use without prior notice. All the updates and changes come into force immediately after published on the Website unless the effective date is scheduled for the future term. As soon as the information is updated, the effective date is changed to the date of the most recent update. We encourage all the Users of the Website to check the effective date of this and other legal documents on the Website regularly. We reserve the right to notify the Users of the Website on the modifications using email or other media according to the provisions of Privacy Policy.



Severability and Termination

In case any of the provisions in this document are determined as unlawful or out of date, or in any way contradict any related regulations which prevail these terms, such provisions will be severed, but the remaining terms and the Terms and Conditions of Use as a complete agreement will continue to be in force. In case any of the provisions of this agreement are failed to enforce by the Company, this failure is not constituted as a waiver of the other provisions of the document, nor does it rescind the rights of the Company.

The Company reserves its right at its sole discretion to terminate or deny of Your access to the Site in case of Your violation of any of the terms and regulations stated on the Site or applicable laws and regulations concerning the use of the Site. You may terminate the agreement at any time by ceasing the use of the Site, nonetheless upon termination the applicable provisions will survive.

Headings

The headings present in these Terms and Conditions of Useare for understanding purposes only and will not alter or rescind the meaning of the provisions contained in this document.

Contact Information

In case You have a request, complaint or enquiry regarding the services provided by the Website, You can contact us via this email Inko@micropaydayloans.com. In case You consider Your issue treated improperly, You can also contact the corresponding organizations in Your state of residence authorized to review or resolve the cases of the kind.

BY USING THE WEBSITE, YOU AGREE TO ABIDE BY THE ABOVE TERMS OF USE WE RECOMMEND TO PRINT THE TERMS OF USE AND RETAIN THE COPY OF THE AGREEMENT FOR YOUR RECORDS