

Cash Lane Holdings LLC, Cash Lane Texas, LLC, Cash Lane Missouri LLC, Cash Lane Utah LLC, (collectively referred to as "Cash Lane ")

Address:

233 3rd Street N Suite 203

St. Petersburg, FL 33701

- **Contact us:** 888-729-4929 / [admin@cashlaneholdings.net](mailto:admin@cashlaneholdings.net)

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This website and any services provided or offered by Cash Lane Holdings LLC via this website (the "Site") are provided subject to the terms described herein, together with those terms set forth in any Cash Lane Holdings LLC application, contracts, disclosures or agreements you may complete and submit or may be entered into between you and Cash Lane Holdings LLC, as applicable. If you use the Site, you agree to be bound by these Use Terms.

Cash Lane Holdings LLC can make changes to the Site or these Use Term. Any modifications to these Use Terms will be effective upon posting. Your continued use of the Site following any revised Use Terms shall be consider as your acceptance of the revised or updated Use Terms.

#### - **Use of the Site**

The Site may include information regarding Cash Lane Holdings LLC and its services, and/or other materials proprietary to Cash Lane Holdings LLC, as well as links to third party websites. You may download, view, copy and print such information and materials and any other aspect of this Site (i) solely for your personal, non-commercial purposes; and (ii) provided that no proprietary notices or disclaimers therein are modified, obscured or altered.

You agree to access the Site through a web browser, and specifically agree not to use any third-party applications or programs to access the Site or any page of the Site. You further agree that you will not use any automatic devices, robot, spider or other similar methods, data mining or extraction tool to use, access, monitor or copy the Site. You also agree not to take any other action that imposes an unreasonable or large load on the Site or any use that would significantly slow down other Users access and use of the Site.

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You agree you will not interfere, in any way, with others' use of, or access to the Site, and will not attempt to gain access that is not authorized to the computer system of any other user or customer of the Site. You further agree not to take any other action in connection with your use of the Site which violates any local, state, federal or international law, rule, regulation or order of any court in conjunction with your use of the Site.

**- Unauthorized Use of the Site is not allowed**

Cash Lane Holdings LLC reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site or any services provided via the Site.

Cash Lane Holdings LLC's decision not to pursue legal action for any violation of these Use Terms shall not be construed as a waiver of any provision of these Use Terms or any legal rights of Cash Lane Holdings LLC.

**- Consent to Electronic Communication or Consent to be Contacted.**

By providing your contact information and using this Site, You are expressly consenting to be contacted by the Company, its affiliates, Customer Services Representative or other agents of the Company us by telephone, email or text/SMS messages or mailing addresses in our records or from other public or non public data bases we may have lawful access and in connection with any such telephone calls, you consent to the use of pre-recorded/artificial voice message and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your account, loan, payments on your account or application even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution. The Company or its representatives can contact you for the services of your loan servicing, regarding the application, for anything related to your loan or application including reminders of your payments, collections and other loan-related issues. You further agree and acknowledge that we may use third party services and other providers to contact you on your behalf regarding your account or the Terms. You may change your contact preferences by contacting us at the email address or number listed on the Contact Page.

By providing our contact information and using this Site, by applying for a Loan or Service or providing information pursuant to an application for a Loan or Service, you are consenting to be contacted by us by email, text/SMS messages, written notices or telephone, at any telephone number, email address or mailing address on file or obtained from other public and nonpublic databases. For any telephone calls, you consent to the use an auto-dialer, prerecorded/non-person voice messages at any telephone number associated with you, including cellular/mobile telephone numbers that could result in charges to you for any matters including but not limited to those related to your loan or application, payments reminders, collection calls, and other loan-related issues. You hereby further consent that we may utilize third party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms. If you wish to Opt-Out or change your contact preferences, contact us at the number listed on the Contact Us page.

**- Indemnification**

You agree to indemnify and hold harmless Cash Lane Holdings LLC and its affiliates from and against any and all claims, damages, liabilities, actions, causes of action, suits, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) your use of the Site, or any content, information, materials or services contained, displayed or available therein; (ii) any denial by Cash Lane Holdings LLC to approve any loan application submitted by you and/or refusal to fund your account; (iii) your violation of these Use Terms; (iv) any Feedback provided by you to Cash Lane Holdings LLC; or (v) your violation of any rights of any third party.

**- Site Modification**

At any time, without notice to you, and for any or no reason, Cash Lane Holdings LLC may modify or discontinue the Site or any content thereof. Cash Lane Holdings LLC shall in no way be held liable for any consequence which results from Cash Lane Holdings LLC's decision to modify or discontinue providing the Site or any content on the Site.

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Cash Lane Holdings LLC has sole discretion to limit any user from using or accessing the Site, in whole or in part, for any or no reason, at any time, in its sole discretion, without notice to you, provide such access is not in violation of applicable Federal Law.\*\*

#### **- Privacy**

The terms of the Cash Lane Holdings LLC Privacy Policy are hereby incorporated as part of these Use Terms. In addition, the following terms further describe our privacy practices, and are hereby incorporated into and made part of the Cash Lane Holdings LLC Privacy Policy:

**Sharing Information:** See Privacy Policy. We share your personally identifiable information as described in the Cash Lane Holdings LLC Privacy Policy. In addition, we share your personally identifiable information with any and all affiliates, service providers, and/or other third parties as are necessary to effect the requested transaction in order to provide you with our services. Also, we may share in aggregate, statistical form, non-personal information regarding the visitors to the Site, traffic patterns, and Site usage with our partners and/or affiliates. Further, we will disclose information we maintain, including personally identifiable information, when required to do so by law, or may disclose such information in response to a request from a law enforcement agency or authority.

**Modifications to Information:** We strive to maintain the accuracy of any personally identifiable information that may be collected from you, and will use commercially reasonable efforts to respond promptly to update our database when you tell us the information in our database is not accurate. It is your responsibility to ensure that such information is accurate, complete and up-to-date. You may obtain from us, by email, the information in our records. If you wish to make any changes to any personally identifiable information you have provided to us, you may do so at any time by calling us at 888-729-4929.

#### **- Non Assignment of Use Term**

You may not transfer or assign the Use Terms or any rights or obligations. If Cash Lane Holdings LLC's does not act on breach of any provision of the Use Terms, that failure to act shall not be construed as a waiver of the enforcement of any provision unless Cash Lane Holdings LLC without written confirmation by Cash Lane Holdings LLC.

#### **- Partial Enforcement**

It is the Company and User of this site's intent that if any portion of these Use Terms are deemed unlawful, void or unenforceable, the remaining provisions shall not be affected and shall be in full force and effect.

These Use Terms set forth the entire understanding between you and Cash Lane Holdings LLC with respect to the Use Terms and all content on the Site or services provided by Cash Lane Holdings and shall control and supersede any prior or current communications, representations, or agreements, whether oral or written, between you and Cash Lane Holdings LLC.

#### **- Comments and Information you Provider**

Unless it stated to the contrary by Cash Lane Holdings LLC, any information feedback, or other data submitted to Cash Lane Holdings LLC with the Site or any services provided via the Site (collectively, "Customer Provider Information or CPI ") shall be considered non-confidential except the user's personal identified information (PII) and Cash Lane Holdings LLC's property. By submitting such CPI, you agree that such CPI is assigned to Cash Lane Holdings LLC, without fee or compensation, all rights and interest, including copyrights and other intellectual property rights, in the CPI, and that Cash Lane Holdings LLC can use CPI in any manner or media without restriction, compensation or royalties to you.

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#### - Contact

Please direct any comments or inquires to: [admin@cashlaneholding.net](mailto:admin@cashlaneholding.net)

#### - Governing Law

The laws of the State of Florida will govern these Use Terms. By using this Site, You agree that any action arising out of these Use Terms or your use of the Site shall be brought in state or federal court in Florida, and you consent to the jurisdiction of such courts.\*\*

**Age Restriction: You must be 18 years old to use the Site and the Company does not knowingly collect information from anyone under the age of 18, and we do not offer loans to anyone under 18. The Services are not available to persons under 18 or who are not legal residents of the USA.**

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#### **ARBITRATION AGREEMENT - PLEASE READ THE FOLLOWING**

By your use of this Site, you agree to the Jury Trial Waiver and Arbitration Clause ("Clause"). *THIS ARBITRATION AGREEMENT IS BETWEEN YOU AND CASH LANE HOLDINGS LLC ("Company"). This Arbitration Agreement applies your USE of the Site and any further agreements with the Company including but not limited to Your Application, Privacy Policy, Consent to Electronic Delivery of Disclosures and Documents, Optional Revocable Authorization Agreement, Optional Revocable Debit Card Authorization Agreement, Disclosures, Loan Agreement and Disclosures, Credit Service Disclosure, Credit Service Agreement and any other Agreements or transactions in connection with your Application that you may have with the Company (collectively "Customer Documents")*

In arbitration, a third party ("Arbiter") resolves Disputes in a hearing ("hearing"). You, related third parties and the Company, waive the right to go to court including the right to have a jury trial. The hearing is typically private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery." The decision is final. Courts rarely overturn Arbiters. The Agreement to Arbitrate will require all parties to arbitrate including, you, us, the Company, related third parties, heirs, successors and assigns.

This Clause governs all types of "Disputes" involving the parties. This includes all claims even indirectly related to your Customer Documents with us, the Company.. This includes: i) claims related to information you previously gave us, ii)

all prior agreements, iii) extensions, renewals, refinancing, or payment plans, iv) claims related to collections, privacy, and customer information, v) claims related to collection of amounts owed pursuant to the Customer Documents, vi) claims related to setting aside this Agreement and vii) claims about the Agreements validity and scope and whether to arbitrate.

**By your use of this Site please be aware that you are waiving your rights to: i) Have a jury trial to resolve Disputes, ii) Have courts, other than small-claims courts, resolve Disputes, iii) Serve as a private attorney general or in a representative capacity, and iv) Be in a class action (except where such waiver is not permitted by law)**

You waive your rights to participate in a class action lawsuit, as a representative and a member. Only individual arbitration, or small-claims courts, will resolve Disputes. You waive your right to have representative claims.

**The Federal Arbitration Act (“FAA”).** This transaction involves interstate commerce, so the FAA governs. If a court finds the FAA doesn’t apply, and the finding can’t be appealed, then your state’s law governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims.

Company will use all reasonable efforts to resolve Disputes if you call us at (877) 803-2399. If this doesn’t resolve the Dispute, please send mail to the Lender or CSO/CAB within 60 days of the Dispute date. In your notice, tell the Company the specifics and how you want to resolve the Dispute it and the Parties will make every effort to resolve the Dispute. If the dispute does not get resolved, either party may initiate arbitration. To initiate arbitration, contact an Arbiter or arbitration group listed below.

The Agreement stays effective unless the parties sign an agreement stating it doesn’t. The Agreement governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your contract is discharged through bankruptcy. The Agreement remains effective, despite a transaction’s termination, amendment, expiration, or performance

To Contact Cash Lane Holdings LLC::

**Cash Lane Holdings 233 3<sup>rd</sup> Street North, Suite 203, St Petersburg FL 33701 888-729-4929 Email: [admin@cashlaneholdings.net](mailto:admin@cashlaneholdings.net)**

Each party has the right to arbitrate, or to go to small-claims court if the small-claims court has the power to hear the Dispute. Arbitration will resolve all Disputes that the small-claims court does not have the power to hear. If there is an appeal from small-claims court, or if a Dispute changes so that the small-claims court no longer has the ability to govern the Dispute, then the Dispute will only be heard by an Arbiter. Parties may use lawful self-help remedies including set-off. Parties may seek remedies which don’t claim money damages, like injunctions or equitable relief.

Either party can email or mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 21 days. If you mail the demand, you may choose the arbitration group. Or, your demand may state that you want the parties to choose a local Arbiter. If related third parties or we mail the demand, you must respond in 21 days. Your response must choose an arbitration group or propose a local Arbiter. If it doesn’t, we may choose the group

You may select the American Arbitration Association (“AAA”) (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. The parties may also agree in writing to select an arbiter from a list of Arbiters, a former retired judge, or attorney from the area. The Arbiter must arbitrate under AAA or JAMS consumer rules. The rules can be obtained from the Artiber Association. Any rules that conflict with any of our agreements with you, don’t apply. If the parties are unable to decide on an Arbiter and the Arbitration Association is not able to select a mutually agreed Arbiter then a court may choose the Arbiter.

The Arbiter will select the location of the hearing and will typically try to use a location within a reasonable proximity of your home or where the transaction occurred.

The Arbiter’s decision will be final. A party may file the Arbiter’s award with the proper court. Arbitration will resolve appeals of a small-claims court judgment. A party may appeal under the FAA. If the amount in controversy exceeds

\$10,000.00, a party may appeal the Arbiter's finding. Such appeal will be to a three-Arbiter panel from the same arbitration group. The appeal will be de novo, and resolved by majority vote. The appealing party bears appeal costs, despite the outcome.

If you request, the Company will advance your "Arbitration Fees". This may include filing, administrative, hearing, and Arbiter's fees. You will be responsible for your own attorney fees and other expenses involved with the Arbitration. The Arbiter may award the same damages as a court. Arbiters may award reasonable attorney fees, and expenses, if allowed by law. If the Arbiter awards in your favor, you don't reimburse the other parties the Arbitration Fees, but if the Arbiter doesn't award your favor, then you must repay the Arbitration Fees but this amount should not exceed state court filing fees. You can request an explanation of the award from the Arbiter by timely sending notice to the Arbiter.

You can obtain a loan and credit services and not be required to arbitrate if you: i) resolved the matter informally by contacting us and attempting to work it out first, ii) filing the matter in small claims court within the state jurisdictional limits, or iii) Timely Opt-Out as set forth below.

**To Opt Out:** You will need to send a written notice to either the Company within 60 calendar days of signing your agreement to opt-out of the Clause for that agreement. List your name, address, account number and date. List that you "opt out." If you opt out, it will only apply to that agreement.