

BY CHECKING THIS BOX, YOU AGREE TO ENROLL AS A MEMBER OF MICROBILT CONNECT (“CONNECT”) OFFERED BY MICROBILT CORPORATION (“MICROBILT”) AND ACCEPT THE TERMS AND CONDITIONS IN THIS [AGREEMENT](#) AND YOU AGREE, ACKNOWLEDGE AND CONSENT THAT: YOUR PERSONAL INFORMATION (I.E., NAME, ADDRESS, SOCIAL SECURITY NUMBER, FINANCIAL DATA, ETC.) WILL BE COLLECTED, USED, DISCLOSED AND OTHERWISE HANDLED IN ACCORDANCE WITH THE [PRIVACY POLICY](#) SET FORTH IN THE AGREEMENT; MEMBERSHIP IN CONNECT OFFERED BY MICROBILT, AN ALTERNATIVE CONSUMER REPORTING AGENCY, HELPS YOU BUILD A CONSUMER CREDIT PROFILE AND SCORE, WHICH MAY ASSIST YOU TO OBTAIN FUTURE FINANCIAL PRODUCTS AND SERVICES FROM A LENDER OR FINANCIAL INSTITUTION; YOU APPOINT MICROBILT AND/OR ITS SERVICE PROVIDER VENDOR AS YOUR AGENT(S) TO ACCESS YOUR ACCOUNT(S) (FINANCIAL INSTITUTION(S), UTILITIES, LANDLORD, SUBSCRIPTIONS, SOCIAL MEDIA, ETC.) ONLINE, VIA PHONE OR OTHERWISE ON YOUR BEHALF USING YOUR PROVIDED USERNAME, ID, PASSWORD AND OTHER INFORMATION, REQUEST ALL AVAILABLE CURRENT, HISTORICAL AND ONGOING TRANSACTION AND PAYMENT DETAILS FROM YOUR ACCOUNT(S), AND TO DO SO ON AN ONGOING BASIS, AND RETAIN SUCH INFORMATION IN MICROBILT’S CREDIT REPORTING SYSTEMS FOR AS LONG AS REASONABLY NECESSARY TO HELP YOU WITH YOUR FUTURE APPLICATIONS FOR FINANCIAL PRODUCTS AND SERVICES FROM LENDERS THAT USE OUR CREDIT REPORTING SYSTEM OR SERVICES, OR AS OTHERWISE PERMITTED BY LAW, OR UNTIL YOU END YOUR RELATIONSHIP WITH MICROBILT IN ACCORDANCE WITH THE AGREEMENT.

BY CLICKING “CONTINUE” I AGREE I HAVE READ AND I AGREE AND CONSENT TO BE BOUND BY THE ABOVE TERMS, INCLUDING MICROBILT AND/OR ITS SERVICE PROVIDER VENDOR ACCESSING MY FINANCIAL INSTITUTION(S) AND/OR OTHER ACCOUNT(S) AND OBTAINING THE PERSONAL AND FINANCIAL INFORMATION THEREIN, AND THE TERMS AND CONDITIONS IN THE AGREEMENT, INCLUDING COMMUNICATION VIA EMAIL, TEXT, PHONE AND MAIL, THE PRIVACY POLICY, NEW JERSEY LAW AND VENUE, THE ARBITRATION CLAUSE, AND CLASS ACTION WAIVER CONTAINED THEREIN.

## **Service Agreement**

### **Introduction and Summary**

Below you will find the details of the Agreement which will apply if you use the Connect services of MicroBilt. By using the services, you agree to and will be bound by this Agreement.

We encourage you to read the entire “Terms and Conditions.” Here is a short summary of your Agreement.

1. We will, at our discretion, use all the personal, payment, billing and financial information you give us, and all the information from your online bank, financial institution, utility companies, landlords, subscriptions, and social media accounts to which you give us access, to:
  - a. Provide information to lenders with whom you are making an application;
  - b. Match your financial information with lenders with which you may not have made an application so that they can decide if they want to offer you a financial service, such as a loan;
  - c. Help our third party vendors decide whether to send you an advertisement for their non-financial products or services;
  - d. Conduct research and analysis;
  - e. Add the information to our credit reporting system;
  - f. Communicate with you directly.
2. We will retain the personal, payment, billing and financial information you give us and to which you give us access so long as we are allowed to do so under law.
3. We encourage you to read the entire Terms and Conditions for the full details.
4. **If you do not agree to these Terms and Conditions, please do not use this Website.**

## Terms and Conditions

MicroBilt Corporation, (“MicroBilt” “we” or “us”), an alternative consumer reporting agency, affords you (“you” “your” or “User”) with access to this website and/or app (“Website”), and the MicroBilt Connect (“MicroBilt Connect” “Connect”) products and services available thereunder, subject to the within terms and conditions (the “Agreement”). MicroBilt provides account verification, aggregation, analytic tools and proprietary scoring algorithms to help lenders from whom you may seek a loan to determine if to approve your application as well as other financial products and services as described in these Terms and Conditions. This Agreement is between you, the User of the Website and MicroBilt. You are using the Website so that MicroBilt may create a score for you based on your submitted and gathered personal, payment, billing and financial information and assist a lender to carry out a financial transaction that you have currently requested or applied for, or in support of future applications you may make for a loan with a lender, future requests for another financial product from a bank and/or other financial institution (together “bank”) as well as to offer other financial products to you. Please read this Agreement carefully before accessing the Website or using any MicroBilt product or service. By accessing the Website or using any MicroBilt product or service, you confirm that you are over the age of eighteen (18), agree to be legally bound by all terms and conditions of this Agreement and Privacy Policy and consent to be automatically enrolled as a member of Connect.

These are the terms regarding the privacy of the personal, payment, billing and financial information you furnish through the Website and the personal, payment, billing and financial information MicroBilt and/or its service provider vendor obtain from the online bank, financial institution, utility companies, landlords, subscriptions, and social media accounts to which you give us access. By using the Website, you are consenting to the information collection and use practices described herein. You appoint MicroBilt and/or its service provider vendor as your agent(s) to act on your behalf using your provided information, to access your financial institution(s), utility companies, landlords, subscriptions, and social media accounts online, via phone or otherwise, and acknowledge that such may be inconsistent with the terms or rules of such institutions. You consent to MicroBilt and/or its service provider vendor accessing your account(s) and obtaining the financial information therein, and you authorize the use of such information as described herein and for any purpose permitted under applicable law. You agree that information you submit shall be as complete and accurate as possible. The terms outlined below describes MicroBilt’s policies regarding the use of your information.

### Privacy Policy

- I. We may collect the following information (all or any portion of which, hereinafter the “Information”):
  - personally identifiable information that you provide to us that can identify you such as your name, address, phone number, e-mail, date of birth, and Social Security Number, as well as your payment, billing, online bank, financial institution, utility companies, landlords, subscriptions, and social media accounts, username, ID and password to access your accounts that you provide to us;
  - current account information from those online bank, financial institution, utility companies, landlords, subscriptions, and social media accounts, including all available current, historical and ongoing transaction and payment information on the accounts;
  - information that you provide to us about other people which you confirm you are authorized to provide and permit access (i.e., joint account holders), including their name, address, phone number, e-mail, date of birth, and Social Security Number;
  - the name of the Internet Service Provider (ISP) and the Internet Protocol (IP) address through which you access the Internet;
  - the date and time you access the Website;
  - the pages that you access while at the Website and the Internet address of the website from which you linked directly to the Website.
- II. Use. We may use Information directly and/or through a vendor (defined below) to:
  - generate a proprietary score and provide such to financial institutions as described herein;
  - furnish such to a financial institution to facilitate a transaction that you applied for;
  - match you with financial institutions that may wish to offer products or services to you;
  - verify your identity, protect against or identify possible fraudulent transactions;
  - verify your account information from your online bank, financial institution, utility companies, landlords, subscriptions, and social media accounts, including the transaction and payment history

on the accounts;

- help financial institutions deliver the products and services you requested;
- manage your customer relationship and provide you with customer support;
- research and analyze your use of, or interest in products, services and content and the products, services and content offered by others;
- conduct analytical research, performance tracking and benchmarking;
- enhance the type of data, products and services provided to you now or in the future;
- develop new products and services;
- communicate with you via e-mail, postal mail, phone, text and/or mobile devices about products or services that may be of interest to you;
- develop and display content and services tailored to your interests on the Website and other websites;
- develop and deliver targeted advertisements;
- measure the overall effectiveness of online advertising, content, programming and other activities;
- perform functions as described to you at the time of collection of the Information;
- store and process such in the United States or any other country in which MicroBilt maintains facilities, and by using the Website, you consent to any such transfer of information outside of your country;
- incorporate such into MicroBilt's credit reporting system and use it in accordance with the FCRA and pursuant to your consent provided in this Agreement;
- make such accessible through MicroBilt's credit reporting system pursuant to the FCRA by both authorized subscribers and by you and therefore you expressly understand and agree that such Information will be disclosed as permitted by the FCRA and to financial institutions for the purpose of making offers to you;
- act in accordance with applicable law. We shall have no obligation or responsibility to use, incorporate, or return Information to you or act upon any instructions from you regarding the Information except as expressly set forth herein or required by applicable law. MicroBilt reserves the right to exclude the use of certain Information submitted. If MicroBilt learns of inaccurately submitted Information, MicroBilt reserves the right to update or remove such Information from its credit reporting system.

### III. Text Messages

By providing us with your mobile phone number and opting in, you give us and/or our service provider vendor permission to send you account-related and/or promotional text messages in conjunction with the products and services you have requested. In addition, you agree that:

- You have ownership rights or permission to use the number given to us.
- The number of messages may vary by account.
- Message and data rates may apply.
- To opt-out, text STOP to any text message we send you. An opt-out confirmation message will be sent back to you.
- To request support, text HELP to any text message we send you, or contact us as indicated herein.
- If your device does not support Multimedia Message Service ("MMS"), any MMS messages sent may be delivered as Short Message Service ("SMS") messages.
- Wireless carriers are not liable for undelivered or delayed messages.
- Any promotional content will be sent on approved carriers.
- Except as set forth herein or authorized by you, your opt-in and consent details will not be shared with any unaffiliated third parties, and your mobile phone number will not be shared with any unaffiliated third parties for marketing or promotional purposes.

#### IV. Retention

- MicroBilt retains Information for as long as necessary in accordance with applicable local, state and federal laws regarding use, storage and disclosure of Information, including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. ("FCRA") and the Gramm-Leach-Bliley Act of 1999 ("GLBA").
- All Information voluntarily submitted by you or provided to us by your financial institution(s), utility companies, landlords, subscriptions, and social media accounts pursuant to the access you permit, becomes our property after receipt.
- You agree that we may use, retain and/or disclose such Information as set forth herein without financial consideration to you.

#### V. Opt Out

- Users who do not want us to use, retain and/or disclose their Information as set forth herein may opt out by not accessing the Website.
- IN THE EVENT YOU WISH TO END YOUR RELATIONSHIP WITH US OR MEMBERSHIP IN CONNECT, YOU MAY CONTACT US AS INDICATED HEREIN AND ASK US TO REMOVE YOUR BANK, FINANCIAL INSTITUTION, UTILITY COMPANIES, LANDLORDS, SUBSCRIPTIONS, AND SOCIAL MEDIA ACCOUNTS USERNAME, ID AND PASSWORD FROM OUR SYSTEM. HOWEVER, WE WILL RETAIN INFORMATION YOU FURNISHED AND THAT WE OBTAINED FROM YOUR FINANCIAL INSTITUTION(S), UTILITY COMPANIES, LANDLORDS, SUBSCRIPTIONS, AND SOCIAL MEDIA ACCOUNTS AS PERMITTED BY POLICY OR LAW. YOU MAY REQUEST A COPY OF THE INFORMATION WE OBTAIN AND RETAIN.

#### VI. Collection

- We collect the Information you submit which may include your name, address, phone number, e-mail, Social Security Number, date of birth, bank, financial institution, utility companies, landlords, subscriptions, and social media accounts name, account numbers, username, ID and password.
- We obtain Information from your financial institution(s), utility companies, landlords, subscriptions, and social media accounts pursuant to the username, ID and password you provide. Such Information will be obtained on an ongoing basis so long as you are a member of Connect and do not otherwise opt out.

#### VII. Disclaimer

Financial information as obtained from your bank does not represent an official record of your bank account. MicroBilt does not make any direct, indirect, manual or automated determinations regarding approval of financial transactions for you. MicroBilt verifies your application information and submitted Information with your online bank, financial institution, utility companies, landlords, subscriptions, and social media accounts by requesting all available current, historical and ongoing account transaction and payment details based on the Information you provided, returns such information to the lender (whom makes the approval determination) from whom you may seek a loan and then retains such Information in our credit reporting systems, for use as set forth herein and/or to help you with your future applications for credit at lenders whom use MicroBilt's credit reporting system, products or services or as otherwise permitted by the FCRA and applicable law.

#### VIII. Maintenance of Accurate Information

- MicroBilt has established procedures so that submitted Information is current and complete, in accordance with reasonable commercial standards. Any request to correct inaccurate Information will be responded to within a timely manner.
- MicroBilt may send out periodic communications via e-mail, text, phone or mail informing you of technical service or security issues related to a product or service you requested, or confirming you requested a product or service. In some services offered by MicroBilt, contact with you may be an intrinsic part of the service. You will not be able to choose to unsubscribe to some of these communications, as they may be considered an essential part of the service(s) you have chosen.

#### IX. Use of Cookies

- We may use cookies on this Website to personalize user experiences. A cookie is a small text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

- One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a website, a cookie helps the website to recall your specific information on subsequent visits. This simplifies the process of delivering relevant content, eases website navigation, and so on. When you return to the website, the information you previously provided can be retrieved, so you can easily use the website's features that you customized.
- The Website uses cookies placed by us or our third party vendors for a variety of purposes, including to operate and personalize the Website.
- Cookies are used to track how you use the Website, and MicroBilt and our third party vendors use cookies to serve ads to you based on your past visits to the Website. Further, MicroBilt and our third party vendors use cookies for remarketing, to serve ads to you on other websites on the Internet.
- The Website uses analytical tools such as Google Analytics, a web analysis service provided by Google, in order to better understand your use of the Website and how we can make improvements, and provide you with more personalized advertisements and optimize your experience with the Website. Google Analytics collects information such as how often users visit a website, what pages you visit when you do so, and what other websites you used prior to coming to such website. Google Analytics collects the IP address assigned to you on the date you visit a website, rather than your name or other identifying information. Google Analytics provides us with anonymous information collected from other websites which advertise or link to the Website, which enables us to understand how visitors came to and interact with the Website. We may use this information to enhance or modify campaigns that are designed to bring visitors to the Website. We do not combine the information collected through the use of Google Analytics with your personal information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit a website, the cookie cannot be used by anyone but Google. Google's ability to collect, use and share information collected by Google Analytics about your visits to websites and the Website, and information about your ability to opt-out is governed by Google Analytics Terms of Use located at: <https://policies.google.com/technologies/partner-sites>, and <https://policies.google.com/privacy>.
- Some Internet browsers allow users to send a "Do Not Track" signal to websites they visit. We do not respond to this signal. You can opt out of MicroBilt's and our third party vendors' use of cookies as described herein.

#### X. Use of Web Beacons

- The Website may contain electronic images known as Web Beacons, sometimes also called single-pixel gifs, which allow us to count users who have visited those pages and to deliver co-branded services. We may include Web Beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.
- You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Website or other websites you visit.

#### XI. Opting-Out From Cookies

We recognize how important your online privacy is to you, so we offer the following options for controlling the targeted ads you receive from us and our third party vendors:

- You can opt-out of receiving targeted ads served by us: You can opt out of receiving targeted ads served by us or by others on our behalf by contacting us as indicated herein. Please note that, if you delete your cookies or upgrade your browser after having opted out, you will need to opt out again. Further, if you use multiple browsers or devices you will need to execute this opt out on each browser or device. If you opt-out we may collect some data about your online activity for operational purposes (such as fraud prevention) but it won't be used for the purpose of targeting ads to you.
- You can opt-out of receiving e-mail marketing or targeted ads served by us or our third party vendors: Our third party vendors may be members of the Network Advertising Initiative (NAI) and adheres to the NAI Codes of Conduct. You may use the NAI opt out tool [here](#), which will allow you to opt out of seeing targeted ads from us and those of our third party vendor members, and from other NAI approved member companies.
- Our third party vendors may also comply with the Self-Regulatory Principles for Online Behavioral

Advertising as managed by the Digital Advertising Alliance (DAA). You may opt out of receiving targeted ads from other companies that perform ad targeting services, including some that our third party vendors may work with as Advertising Partners via the DAA website [here](#).

- Our third party vendors may also comply with the Canadian Self-regulatory Principles for Online Behavioral Advertising as managed by the Digital Advertising Alliance of Canada (DAAC). If and as applicable to you, you may opt out of receiving targeted ads from other companies that perform ad targeting services, including some that our third party vendors may work with as Advertising Partners via the DAAC website [here](#).
- Our third party vendors may also adhere to the European Interactive Advertising Digital Alliance (EDAA) guidelines for online advertising. If and as applicable to you, you may opt out via their website [Your Online Choices](#).

## XII. Limiting Employee Access to Information

All MicroBilt employees are educated about the importance of privacy and confidentiality. Only those employees having a legitimate business reason for knowing submitted Information have access to such.

## XIII. Updates to this Agreement

MicroBilt reserves the right to modify this Agreement at any time, with or without notice. Any modifications will become effective immediately upon posting to the Website. You agree that it is your responsibility to visit the Website and review the Agreement periodically to be aware of such modifications, as your continued access or use of the Website shall be deemed your conclusive acceptance of the modified Agreement.

## XIV. Termination

MicroBilt shall have the right to terminate, discontinue, suspend or modify the Website, the products or services at any time, in whole or in part, with or without notice, at MicroBilt's sole discretion and you agree that we shall have no liability for doing so. In addition, MicroBilt may, in its sole discretion, refuse or restrict its products or services to anyone at any time. Further, MicroBilt reserves the right to investigate, involve and cooperate with appropriate investigatory departments or authorities regarding any suspected or actual fraudulent or other illegal or unauthorized activities involving the Website, products or services and to disclose any information necessary for such purpose.

## XV. Ownership and Trademarks

- The Website, products and services, including all content, HTML, source, object or other code, pages, wording, marks, names, graphics, software and all other materials associated with or within the Website (collectively, the "Content"), and the compilation of the Content and the "look and feel" of the Website, products and services are the property of MicroBilt and as applicable, its contractors, licensors, advertisers, suppliers, conduits, service providers, and other providers of connectivity, communication, data, information, products, or services, and other vendors (together "vendors"), and protected by US and international copyright and intellectual property rights laws and treaties. No portion of the Content may be used or exploited for any purpose and in any form without the express prior written permission of MicroBilt and as applicable, its vendors.
- The MicroBilt Website, names, logos, marks, product and service names are trademarks or registered trademarks of MicroBilt and otherwise MicroBilt's property, which may not be used for any purpose without the express prior written permission of MicroBilt. Other names and marks used on the Website are the property of the respective vendor or other owners. All rights not expressly granted are reserved.

## XVI. Disclaimer of Warranties

THE WEBSITE, SERVICES AND PRODUCTS THEREIN ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, MICROBILT AND ITS VENDORS MAKE NO WARRANTY THAT: (A) THE WEBSITE, PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE, PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, CONTINUOUS, TIMELY, SECURE OR ERROR-FREE; OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, PRODUCTS OR SERVICES WILL BE ACCURATE OR RELIABLE. THE WEBSITE, PRODUCTS OR SERVICES MAY CONTAIN BUGS,

ERRORS, PROBLEMS OR OTHER LIMITATIONS. MICROBILT AND ITS VENDORS WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE, PRODUCTS OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MICROBILT, ITS VENDORS OR THROUGH OR FROM THE WEBSITE, PRODUCTS OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

XVII. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MICROBILT AND ITS VENDORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MICROBILT OR ITS VENDORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) ANY COMMUNICATION LINE, COMPUTER, SYSTEM, INTERNET, SERVER, EQUIPMENT, SOFTWARE OR E-MAIL, TEXT OR PHONE FAILURE, MALFUNCTION, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; (B) THE USE OR THE INABILITY TO USE THE WEBSITE, OR ANY PRODUCT AND/OR SERVICE OFFERED VIA THE WEBSITE; (C) ANY MATTER RELATING TO ANY PROMOTIONS THAT MAY BE AVAILABLE VIA THE WEBSITE; (D) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PROBLEM(S) WITH THE GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM THE WEBSITE, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; OR (E) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR SUBMITTED INFORMATION. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE MICROBILT AND ITS VENDORS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF MICROBILT OR ITS VENDORS TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE EQUAL TO THE AMOUNTS YOU PAID, IF ANY, FOR ANY PRODUCTS AND/OR SERVICES. YOU HEREBY RELEASE MICROBILT AND ITS VENDORS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS SECTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MICROBILT. THE WEBSITE, PRODUCTS AND SERVICES WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

XVIII. Legal Warning

- Any attempt by any individual, whether or not a User, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Website, products or services, is a violation of criminal and civil law and MicroBilt will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity. You agree not to use the Website to engage in any prohibited conduct or for any unlawful purpose. Broadly stated, this includes any conduct that is unlawful, untruthful, tortious or that is harmful to (or puts at risk) MicroBilt, its vendors or any other party or property; that violates another party's privacy or other rights; or that otherwise interferes with the operation, use or enjoyment of the Website or any product, service, system or other property. Further, you agree to submit only true, valid and accurate Information to us directly or via any bank (including through the Website or any registration or application process). You also agree to promptly correct any errors in any Information related to you. You may not use the Website to seek to discover or obtain information about, or to provide information about, any other person or entity unless you have the explicit legal right to do so.
- No part of the Website or the products or services may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the MicroBilt products or services, the Website, Website content or any portion thereof. Systematic retrieval of content or matter associated with the Website by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from MicroBilt is strictly prohibited. You may not use any device, software or routine to interfere or attempt to interfere with the proper functionality of the Website. You may not take any action that imposes an unreasonable or disproportionately large load on MicroBilt or vendor systems or infrastructure.

XIX. Resolution of Claims and Disputes; Arbitration

MicroBilt will try in good faith to resolve any issue you have with the Website and the products and services available thereunder, if you timely bring the issue to our attention. However, there may be rare cases when MicroBilt may not be able to resolve an issue to your complete satisfaction. In those instances, you agree that any dispute, claim or controversy (whether in contract, equity, tort, statute, common law, fraud, misrepresentation, or any other legal theory whatsoever; and whether past, pre-existing, present or future) of any kind or nature whatsoever, arising in any way out of or relating in whole or in part to the Agreement, the past, pre-existing, present or future relationship or communications between you and MicroBilt, your use of the Website and the products and services available thereunder, the accuracy and completeness of such, or the performance, nonperformance, breach, termination, enforcement, interpretation, or validity of the Agreement, shall be resolved exclusively by binding arbitration. The only exception would be if you have violated or threatened to violate the intellectual property rights of MicroBilt or any third party, in which case MicroBilt, or such third party may go to court to seek an injunction or other appropriate relief.

The arbitration shall be conducted in the State of New Jersey before a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"), as modified by this Agreement. If the AAA is unavailable, declines or refuses to arbitrate the matter in conformance with the Agreement for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to both you and MicroBilt, and neither you nor MicroBilt shall unreasonably withhold consent. The arbitrator is authorized to award either party any money damages or any provisional or equitable remedy permitted by applicable law. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. In other words, you agree that you will not be allowed to file a class action or any kind of class, mass or joint arbitration regarding MicroBilt, the Website and the products and services available thereunder.

The arbitrator shall have exclusive authority to decide all issues, including the scope and enforceability of this arbitration provision or any other term or condition of the Agreement including, but not limited to, whether a particular matter or issue is arbitrable, any claim that all or any part of this arbitration provision or Agreement is void or voidable, or any dispute regarding any of the foregoing. The arbitrator shall be bound by the terms of this Agreement and shall follow applicable law.

You agree that any action against MicroBilt, its vendors or its and their officers, directors, shareholders, employees, attorneys, agents, contractors, licensors, advertisers, vendors, suppliers, conduits and service providers of connectivity, communication, data, information, products, or services relating to or available on, from or through the Website must be brought timely in accordance with applicable law.

XX. Forum Selection; Jury Waiver

Each party consents to the exclusive jurisdiction of the courts of the State of New Jersey or to any Federal court located within the State of New Jersey to resolve any dispute regarding MicroBilt, the Website and the products and services available thereunder, including for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrator, or (iii) at any time prior to the qualification and appointment of the arbitrator, for temporary, interim, or provisional equitable remedies. FURTHERMORE, IF ANY COURT WERE TO FIND THAT THE ARBITRATION CLAUSE WERE UNENFORCEABLE FOR ANY REASON, THEN YOU AGREE TO PURSUE YOUR CLAIM EXCLUSIVELY IN A STATE OR FEDERAL COURT IN NEW JERSEY AND AGREE THAT A JUDGE RATHER THAN A JURY IS TO ADJUDICATE YOUR CLAIM, AND YOU AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, MASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING.

BECAUSE YOUR USE OF THE WEBSITE REQUIRES THAT YOU CONSENT TO ARBITRATION OF YOUR CLAIMS OR DISPUTES, YOU WILL NOT HAVE THE RIGHT TO PURSUE YOUR CLAIM IN COURT OR BEFORE A JUDGE OR JURY. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT WOULD HAVE BEEN AVAILABLE IN COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

XXI. Class Action / Mass Action Waiver

You agree that you will not file or participate in a class action or any kind of class or joint action against or regarding MicroBilt, the Website and the products and services available thereunder. Neither your claim nor the claims of any other parties may be joined or otherwise combined into a class action, mass action or a multi-plaintiff action.

ACCORDINGLY, YOU AGREE THAT ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND SOLELY BY YOU, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS



ACTION, MASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING.

XXII. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the sole and exclusive law, jurisdiction and venue of the State of New Jersey (without regard to its conflict of law principles) and may not be assigned by you in whole or in part without the prior written consent of MicroBilt.
- Notices by you to MicroBilt must be in writing and sent by US Mail or overnight delivery to MicroBilt Corporation, 1640 Airport Road, Suite 115, Kennesaw, GA 30144, unless revised by MicroBilt in writing.
- Performance by MicroBilt may be subject to interruption and delay due to causes beyond its reasonable control, such as acts of government, war, terrorism, conflict, riot, God, weather, fire, disaster, epidemic, pandemic, health crisis, quarantine, curfew, power or telecommunications failure, strike, inability to obtain data, supplies, breakdown of equipment or interruption in MicroBilt, User, customer, utility company, landlord, lender, bank, financial institution or vendor services or communications, for which no liability shall be incurred.
- Should any part of this Agreement be held invalid or unenforceable, that portion shall be replaced by an enforceable provision consistent with applicable law that most closely matches the intent of the original provision and the remaining portions of this Agreement shall continue in full force and effect. Section headings used in this Agreement are for convenience purposes only.
- This Agreement represents the entire understanding between you and MicroBilt regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous agreements between you and MicroBilt regarding same, whether oral or written. MicroBilt's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.
- MicroBilt shall have, in addition to any other relief at law or in equity, the right to injunctive relief to redress any breach of this Agreement.
- This Agreement is intended for the benefit of, is binding upon and may be enforced solely by you and MicroBilt, its successors and assigns. This Agreement does not create, and you and MicroBilt expressly disclaim, any third-party beneficiary relationships.

XXIII. Acknowledgement and Acceptance

- BY CHECKING THE CHECKBOX, CLICKING "CONTINUE" AND SUBMITTING THE INFORMATION VIA THE WEBSITE, YOU AGREE, ACKNOWLEDGE AND CONSENT THAT THE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT HAVE BEEN THOROUGHLY READ, UNDERSTOOD AND AGREED TO, INCLUDING THE PRIVACY POLICY AND ARBITRATION CLAUSE CONTAINED HEREIN. YOU FURTHER AGREE, ACKNOWLEDGE AND CONSENT THAT YOU HAVE INDEPENDENTLY EVALUATED AND WEIGHED THE RISKS AND BENEFITS OF ACCESSING THE WEBSITE AND THE PRODUCTS AND SERVICES THEREIN AND YOU HAVE AGREED TO ALL THE TERMS OF THIS AGREEMENT WITHOUT RELIANCE ON ANY REPRESENTATION, GUARANTEE OR STATEMENT EXISTING OUTSIDE OF THIS AGREEMENT. YOUR ELECTRONIC SUBMISSION, WHICH SHALL CONSTITUTE A LEGAL, VALID AND BINDING MARK, WITH THE SAME FORCE AND EFFECT AS A PHYSICALLY SIGNED ORIGINAL, REPRESENTS YOUR ACKNOWLEDGEMENT AND CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO THE ELECTRONIC DELIVERY AND ACCEPTANCE THEREOF AND ALL EXHIBITS, DOCUMENTS, NOTICES, UPDATES, ADDENDA AND AMENDMENTS RELATED THERETO, AS WELL AS ANY OTHER DOCUMENTS TO BE DELIVERED TO YOU AS A RESULT OF YOUR ACCESS TO AND USE OF THE WEBSITE, PRODUCTS AND SERVICES.
- It is acknowledged that this Agreement may exist in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. You understand that you will need access to the Internet, as well as the appropriate hardware, software and/or programs, which may include, but may not be limited to, Adobe Acrobat, in order to access this Agreement and your consent electronically. You also understand that you may update your information, obtain a description of systems requirements, revoke your consent for future electronic deliveries, or request one or more paper documents at no cost at any time by contacting MicroBilt in writing as set forth herein.

