

## **Terms and Conditions**

Please read this E-Signature Disclosure and Consent carefully and keep a copy for your records. E-Signature Disclosure and Consent

As used in this E-Signature Disclosure and Consent (“Consent”), the words “we,” “us,” or “our” refer to Mariner Finance, LLC, Pioneer Credit Company, Personal Finance Company LLC, and each entities’ affiliates and subsidiaries (collectively referred to as “Company”); and the words “you,” “your,” and “yours” refer to each person in whose name a loan application is submitted and/or a loan is maintained. “Communication” means any application forms, loan agreements or amendments thereto, customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, monthly statements, privacy policies, and all other information related to a loan application or your loans, or the services we offer, including, but not limited to, information that we are required by law to provide to you in writing.

You are solely responsible for maintaining the confidentiality of your username and password and for all activities that occur during your use of the websites and web pages, including, but not limited to, [www.marinerfinance.com](http://www.marinerfinance.com), [www.pioneercredit.net](http://www.pioneercredit.net), and [www.personalfinancecompany.com](http://www.personalfinancecompany.com) (collectively the “Sites”). You agree to immediately notify Company of any unauthorized use of your password or any other breach of security known to you.

You confirm that you can access and read and agree to all of the terms and conditions herein. You agree that your electronic signature will have the same force and effect, and will bind you to the all terms and conditions in the same manner and to the same extent as a physical signature would do. You also agree that any documents that you electronically sign are electronic records that may be transferred, authenticated, stored, and transmitted by electronic means. If you are accessing Communications through a device that we provide, a copy of the referenced Communications will be emailed to you to the email address that you provide so that you can print, save, or send them to a place where they may be printed/saved/viewed for future reference.

You represent and warrant to Company that any information you submit to Company through your use of the Sites including, but not limited to, any information related to a consumer retail installment application, or contract, is accurate and not misleading.

### **What Communications Will be Provided to You in Electronic Format:**

You agree that we may provide you with all disclosures and notices required by law or the Automated Clearing House System in connection with your loans with Company, including Communications in electronic format. Your consent to receive electronic Communications and conduct electronic transactions includes, but is not limited to, the execution and receipt of loan documents and the receipt of our privacy policies/notices and other notices/disclosures. By providing your electronic signature for a given loan document, you agree that you are legally bound by such document, and you are solely and fully responsible for fulfilling all duties and obligations set forth in such document just as though you had signed in ink a paper copy of such document. If your loan is not for the purchase of goods or services and you are to receive any loan proceeds directly, you authorize us to electronically credit your designated checking or savings account with applicable loan proceeds.

### **How to Withdraw Your Consent:**

To withdraw your consent to receive future electronic Communications, you may contact us in any of the ways described below. We will not impose any fee to process the withdrawal of your consent, but your access to receive future Communications in electronic format will be terminated. Any withdrawal of your

consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

All such warranties and conditions are excluded and disclaimed to the fullest extent permitted by applicable law.

System Requirements:

To be able to access, view, and retain electronic Communications that we make available to you, you must have the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet.
- A current Internet web browser that is capable of supporting 128-bit SSL encrypted communications, with cookies and java script enabled, such as the current major release of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari.
- Software that permits you to receive and access Portable Document Format or “PDF” files, such as the current version of Adobe Acrobat Reader.
- An email account with an Internet service provider and email software to permit you to participate in the Online Account services.
- To retain a copy of electronic Communications your device must have the ability to print, download and store PDF files.
- Sufficient electronic storage capacity on your device’s hard drive or other data storage unit.

You will be notified if there are any significant changes in system requirements in order to confirm that you still meet the minimum system requirements to access and receive Communications in electronic format.

Requesting Paper Delivery of Disclosures and Notices:

You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To receive a paper copy of any Communication provided by Company at no charge, please request it in one of the following ways:

- Send an email message with your name and mailing address to: [websupport@marinerfinance.com](mailto:websupport@marinerfinance.com)
- Call our Corporate Offices at 443-438-2056
- Send a letter to: 8211 Town Center Dr., Nottingham, MD 21236; Attn: Web Support

Be sure to request the specific Communication you want in a paper format.

No Fees for Electronic Communications:

There is no charge for electronic delivery of the Communications.

Communications in Writing; Updating Contact Information:

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Consent and any other Communication that is important to you. You agree to update any contact information that you provide to us, including any email address, by contacting us through one of the above methods.

Federal Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal E-Signature Act, and that you and we both intend that the E-Signature Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Privacy:

Company values its relationship with you and uses commercially available technology to safeguard information collected through the Sites. However, the internet is an open medium and no data transmission through the internet is completely secure. Therefore, Company does not guaranty or warranty the security of general information you provide. For more information on how Company uses information you provide through the Sites, please review Company's Privacy Statement and Privacy Notice.

Indemnity:

To the extent permitted by law, you agree to indemnify, defend, release and hold Company, its officers, directors, suppliers, service providers, co-branders or other partners, agents and employees, and those of its affiliates, harmless from all claims, demand, damages, fees and costs of any nature, including reasonable fees of attorneys and other professionals, due to or arising out of anything you submit, transmit through or upload to the Sites, your Communications, your use of the Sites, your connection to the Sites, your violation of these Terms of Use, and/or your violation of anyone's legal rights.

Termination:

Company, in its sole discretion and without liability, may suspend or terminate your access or use of the Sites for any reason, but especially if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Company also may, in its sole discretion at any time discontinue providing the Sites, or any part thereof, with or without notice. Company may suspend, terminate and/or bar further access to the Sites at any time without prior notice to you. Company shall not be liable to you or any third party for any suspension or termination of any access to or use of the Sites.

Disclaimers and Limitations Of Liability

COMPANY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE SITES OR LICENSED CONTENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOUR USE OF THE SITES AND ANY PARTICULAR FEATURE IS AT YOUR SOLE RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY 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, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, FREEDOM FROM MALICIOUS CODE, NON-INFRINGEMENT AND NONINTERFERENCE WITH YOUR USE OF ALL OR ANY PART OF THE SITES.

(B) ANY MATERIAL YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH USE OF THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE.

(C) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE OR OTHERWISE APPLICABLE PURSUANT TO YOUR PURCHASE OF COMPANY PRODUCTS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES WHETHER 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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING OUT

OF OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE, ACCURACY OF THE INFORMATION, PRODUCTS AND MATERIALS SHOWN OR AVAILABLE FROM THE SITES OR ANY OTHER MATTER RELATING TO YOUR ACCESS TO OR USE OF THE SITES. IN ANY CASE, COMPANY'S SOLE LIABILITY, AND THAT OF ITS LICENSORS, SUPPLIERS AND BUSINESS PARTNERS, IS LIMITED TO FIVE DOLLARS (\$5.00). YOUR LEGAL RIGHTS WITH RESPECT TO THESE DISCLAIMERS AND WAIVERS MAY VARY FROM JURISDICTION TO JURISDICTION. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Notice

Notices specific to you may be made to the last email or postal address you have given to Company. Company may also provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to you generally on the Sites.