

## ZIMPLE, INC. TERMS OF USE

We are very pleased that you have taken the time to review Zimple, Inc's, Zimple's and ZimpleAuto's ("Zimple") Terms of Use document. We think it is important for our Members to understand financial transactions and how to protect you and your relationship with Zimple.

These Terms of Use are downloadable so you can read them at your leisure or print them out to review more thoroughly. They will be updated and changed periodically to reflect new services Zimple offers. The most current Terms of Use will always be available on our website.

If you have questions, please call Member Service at (949) 209-9844; E-MAIL us at [members@zimplemoney.com](mailto:members@zimplemoney.com); or WRITE us at Zimple, Inc. Attn: Terms of Use, P.O. Box 4377, Laguna Beach, California, 92652 USA.

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## **Zimple, Inc. Member Agreement**

This Agreement and the Incorporated Documents constitute the entire Agreement between Zimple, Inc., including Zimple, ZimpleAuto and future Zimple assets (“Zimple”) and its Clients and supersedes any oral or prior written Agreements or representations. By using Zimple’s Services you accept and agree to be bound by the terms of this Agreement.

### **I. DEFINITIONS**

In these Terms of Use, the following words and terms shall have the following meanings:

“Agreement” and “this Agreement” means these Terms of Use and all Incorporated Documents, which may change from time to time.

“Member’s Agreement” means any underlying agreement administered by Zimple on behalf its members: loan, lease, settlement, or others agreement using the Zimple Services and website.

“Communications” means any notices, e-mails, letters or any electronic or written contact with Borrower or Lender regarding Borrower’s and Lender’s account and/or their respective use of the Services of Zimple, as discussed herein.

“Client” means any party, parties, or representative, who is actively using Zimple’s Services.

“Effective Date” is the date when any Client registers as a member of Zimple.

“EFT” means electronic funds transfers as defined and regulated under the Electronic Fund Transfer Act, 15 U.S.C. §1693 et seq. and 12 C.F.R. Part 205 (“Regulation E”).

“Documents” mean any documents, including but not limited to loan, leases, settlement, promissory notes, mortgages, trust deeds, and security agreements, in electronic or paper format that have been executed by the Members.

“Member” means any person or other entity registered with Zimple. The term “Member” is synonymous for the term Client.

“Representative” means any person or other entity authorized by a Member or by a court or administrative body of competent jurisdiction to represent the interests of a party or parties in the positions of a Member, whether such authorization is granted at or after creation of the Member’s Agreement. The term “Representative,” shall be deemed synonymous for the terms “Member” as may be applicable. See Third Party Representative Policy.

“Services” means Zimple’s payment processing and administration, document storage, and any related products and services offered by Zimple, or any other services offered by Zimple not specified in this Agreement.

“Signature”, “Sign” and “Signing” are all intended to mean both traditional execution of paper documents as well as electronic signature of documents as defined under the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), 15 USC §7001, et seq., See E-SIGN and Uniform Electronic Transactions Act (“UETA”) Disclosure and Policy.

“Zimple” means Zimple, Inc. a duly formed and authorized Delaware corporation having its principal offices at 1041 W. 18<sup>th</sup> Street, Costa Mesa, California 92627, USA (MAILING: P.O. Box 4377, Laguna Beach, California 92652 USA); and any subsidiary or successor companies, affiliates, officers, employees, agents and the name under which Zimple, Inc. conducts business, including on its website accessible on the Internet at [www.zimplemoney.com](http://www.zimplemoney.com), [www.zimpleauto.com](http://www.zimpleauto.com) or [www.zimple.us](http://www.zimple.us).

## **II. Zimple’s Services and Policies**

### **A. Administration of Agreements**

Zimple provides financial service software platform, delivered through the Internet, to track, keep-records, and retain documents for private party financial transactions. The Zimple platform may be used to administer loans, leases, settlements and other financial agreements. Zimple acts as an intermediary for payments between Members, including but not limited to the following: use of EFT to collect and transfer funds between Parties accounts; sending payment reminders; processing of paper check payments; providing data for year end reporting showing a breakdown of all payments received and how they were applied and other services that may be offered in the future.

If you pay by check, please be aware that you hereby authorize Zimple to use electronic check conversion whereby your check is used as a source of information to initiate a one-time EFT from your account. Zimple reserves the right to increase fees to Parties using paper checks.

Zimple also reserves the right to report payment history to national credit bureaus for accounts that are serviced by Zimple. Zimple does not currently report to credit bureaus. Once credit reporting service begins, Clients may not opt out of credit reporting.

### **B. Refund Policy**

Zimple offers a 100% refund of your purchase, minus any third-party fees incurred. This refund is valid at any time prior to activation of Zimple Services. For more information,

please see [www.zimplemoney.com](http://www.zimplemoney.com) or call Member Services at (949) 209-9844. For Termination of Use see Section V below.

### **C. Privacy of Non-Public Personal Information**

The confidentiality of the personal information of our Clients is a top priority for Zimple. Our Privacy Policy discusses how Zimple handles this information and how it is protected.

### **D. Pricing Policy**

Zimple reserves the right to change the pricing of its products and services without notice.

## **III. Changes to this Agreement**

Zimple may amend and/or revise this Agreement at any time. Client will be notified at least seven (7) days in advance of the effective date of any changes. Continued use of the Services will constitute acceptance of the amended and/or revised terms. Changes shall be deemed acceptable to all Members unless a party elects to terminate this Agreement as provided herein.

## **IV. Patriot Act Verification**

Although Zimple is not a financial institution, Zimple may be required to comply with Federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

When a Client sets up an account with Zimple, we will ask for the name, address, date of birth, social security number and other information for each party involved with the transaction, which will allow us to verify the identification of the parties to the transaction. If a business is involved in the transaction, Zimple will ask for the legal name of the business and the address where the business is located.

We may also ask for other information and documents to help us verify the identity of the business. If you have any questions, please contact us at (949) 209-9844 or email us at [members@zimplemoney.com](mailto:members@zimplemoney.com)

## **V. Termination of Use**

### **A. Termination by Members**

**I) Payment Processing Services.** The authorized Member administering the Member's Agreement may terminate this Agreement without the written consent of the other parties. The Member must provide 45 days prior notice to Zimple of Members intent to terminate payment processing. All parties to the Member's Agreement will be notified of the intent to terminate processing services;

**2) Termination of services by All Members.** Zimple Services may be terminated at any time only upon receipt of written consent from all Members participating in a Member's Agreement ("Termination Notice"). The Termination Notice must be received by Zimple at least thirty (30) days prior to the effective date of the termination. Upon termination of this Agreement, any monies in process with Zimple, once cleared through Zimple's bank account, will be immediately paid to the appropriate Members as provided in this Agreement, less any unpaid applicable fees due to Zimple from the Members. The obligations of the Members to this Agreement shall survive even after termination. Zimple will not be liable in law or equity for a breach of any agreement between the Members relating to Zimple's services.

**3) Lost Access to Records.** Zimple is not obligated to maintain any records or access to records if services are terminated, including but not limited to messages, ledgers, payment histories and document files.

**4) Notice.** The Termination Notice may be emailed to Zimple at [members@zimplemoney.com](mailto:members@zimplemoney.com) or by sending a letter to Zimple, Inc. P.O. Box 4377 Laguna Beach, CA 92652.

## **B. Termination by Zimple**

Zimple, in its sole discretion, reserves the right to terminate this Agreement, access to any or all portions of its website or access to the Services without notice for any reason and at any time. If the Refund Period as defined in Zimple's Refund Policy has expired, Zimple may retain all fees collected prior to termination, regardless of the grounds for termination.

The Members will remain liable for all outstanding obligations to Zimple under this Agreement even after any such termination. An individual whose account is (or accounts are) terminated may be denied further access to the secure portion of the Zimple websites and future use and enjoyment of the Services.

**ZIMPLE ASSUMES NO LIABILITY FOR ANY CLAIMS ASSERTED AGAINST OR BETWEEN ANY PARTY OR REPRESENTATIVE RESULTING FROM ZIMPLE'S TERMINATION OF ACCESS TO ZIMPLE'S WEBSITE AND/OR SERVICES.**

## **C. Prohibited Conduct**

The following is a list of prohibited conduct under this Agreement. Members hereby agree not to engage in any such conduct during their use of Zimple's websites or Services. Any party found engaging in such conduct will, at the sole discretion of Zimple, be terminated:

- Multiple registrations by an individual without prior consent by Zimple, whether such registration was completed fraudulently, falsely or unlawfully, or by legitimate and lawful means such as the use of alternate but valid names, different contact information, separate bank-account numbers, and other pertinent data;

- Fraud, intentional or negligent misrepresentation, or any unlawful act relating to the use of Zimple's websites or Services;
- Intentionally providing Zimple with false or incorrect contact information;
- Tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services or Zimple's websites;

Zimple, in its sole discretion, determines that a criminal or civil violation of local, state or federal law has occurred, in addition to terminating access to the Services and Zimple's websites, offending parties will be subject to damages and other penalties, including civil liability and criminal prosecution where available for any such conduct. Zimple will contact appropriate administrative and law-enforcement authorities in all such instances and shall cooperate fully with any investigation.

## **VI. Electronic Communications**

Clients choosing to access Zimple's Services via the Internet hereby consent to receive by electronic means this Agreement and any and all disclosures and/or notices required to be given by applicable law or regulation. The Members also consent to allow Zimple to respond to any inquiries by e-mail regardless of the format of the original inquiry. This consent may be withdrawn at any time. After withdrawal of consent, all subsequent Communications will be sent by regular mail to the last known address on file with Zimple.

## **VII. Credit Reporting**

At this time Zimple is not providing credit reporting to third party credit reporting bureaus.

## **VIII. Disclaimers**

**Legal Representation.** All Members agree and acknowledge that Zimple is not a law firm nor is it authorized to practice law in any jurisdiction. Zimple does not give legal advice in any form or practice law in any way, and Zimple makes no assurances or warranties, express, implied, or statutory that any Member's Agreements or terms of a Member's Agreement are legally enforceable in a specific jurisdiction by any competent court or administrative body.

**Priority of Liens.** Zimple will not guarantee or warrant the priority or position of any lien on real or personal property.

**UCC Financing Statements.** Zimple does not research the status of title nor the presence of prior existing liens for any personal property used to secure a private transaction.

**Documents.** Zimple does not draft, review, approve or otherwise provide any documents. Zimple is not responsible for the legal validity of any documents used in documenting an agreement between parties. Members hereby agree that executed documents and any modifications are intended for the specific transaction between the Members.

**Compliance with state and federal laws.** Members are solely responsible for assuring that requirements under any state or federal laws that may apply to the loan or other agreement have been met, including the preparation and delivery of any disclosures, notices or other documents required by state or federal law.

**Validity of Terms.** Members are solely responsible for establishing the terms of their Member's Agreements; and for determining if the Member's Agreements terms are in compliance with any applicable local, state or federal laws, including but not limited to laws relating to usury and income tax liability. Zimple makes no representation regarding the legal validity or enforceability of the terms of any Member's Agreement; and further assumes no responsibility under this Agreement for enforcing or interpreting the terms of a Member's Agreement.

Any dispute between or among the Members and their respective successors in interest regarding sums due and paid, or for the compliance with other terms under a Member Agreement and any underlying agreement and similar matters is not the responsibility of Zimple. The Members and their respective successors in interest jointly and severally shall indemnify and hold Zimple harmless from any liability, claim, demand, loss or expense by any party against Zimple as a result of or arising out of its performance of the Services described in Section I, above.

**Limitation of Liability. IN NO EVENT SHALL ZIMPLE BE LIABLE FOR (I) DAMAGES CAUSED OTHER THAN BY INTENTIONAL MISCONDUCT OR (II) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, DISCLOSURE OF CONFIDENTIAL INFORMATION, OR LOSS OF PRIVACY), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR THE ZIMPLE WEBSITES OR ANY OF THE ASSOCIATED SERVICES, EVEN IF ZIMPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Malfunction of Computer Equipment and Software.** Zimple shall not be responsible for any failure in the Services due to malfunction or loss of equipment, software or Internet service providers used by Members or customers from the malfunction or failure of equipment, software or services used by Zimple which are beyond the reasonable control of Zimple.

**Use of Third Parties by Zimple.** Zimple reserves the right to use other companies to perform services for Zimple ("Third Party Service Providers").

## IX. Miscellaneous Provisions

**Lawful Purpose.** You agree to use the Zimple Software solely for lawful purposes.

**Counterparts.** This Agreement may be executed in counterparts and each counterpart shall have full force and effect against the party that executes the counterpart.

**Choice of Law and Choice of Forum.** This Agreement is governed by the laws of the State of Delaware without reference to that state's conflicts of laws rules. Wherever applicable and after exhaustion of administrative remedies specifically designated in this Agreement, judicial actions taken relative to this Agreement shall be brought in a court of competent jurisdiction, either state or federal, within the State of Delaware.

**Assignment.** Unless otherwise expressly provided in this Agreement, Members may not transfer any rights or obligations under this Agreement without the prior consent of Zimple. In order for Zimple to continue Services in the event of such transfer, it may be necessary for Zimple to verify the transfer and its validity, the identity of the transferee, including relevant contact information, bank-account information and other data necessary to permit Zimple's satisfactory performance of the Services. Where such performance cannot reasonably be ensured, Zimple reserves the right to maintain this Agreement with the transferor only or to terminate this Agreement. Zimple reserves the right to transfer any right or obligation under this Agreement without Members consent.

**Severability.** In the event any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**Indemnification.** Zimple's obligations are expressly limited to those stated in this Agreement. Zimple will be responsible only for the exercise of ordinary care in carrying out its obligations under this Agreement and shall be released from all further liability. Member agree to indemnify and hold Zimple harmless from and against, and to pay on demand, all costs, damages, losses, judgments, attorney's fees, expenses, obligations and liabilities of every kind and nature suffered or incurred by it or its agents relative to or arising out of this Agreement, except any liability resulting from failure of Zimple to exercise ordinary care in carrying out its obligations under this Agreement.

**Account Information.** In addition to the terms listed above, Members further agree that Zimple may access and disclose information about their accounts when Zimple deems such action necessary or appropriate to comply with the law or legal processes, judicial or administrative, to protect Zimple's systems and other Clients' interests, or to

ensure the integrity and operation of Zimple's business and systems. Unless otherwise prohibited by law, such disclosure may include, without limitation, user profile information (e.g., name, e-mail address), transaction information, Internet Protocol (IP) address and traffic information, and usage history. Such disclosures will be made in compliance with Zimple's Privacy Policy, as is incorporated herein.

**Taxes.** Members are responsible for determining what, if any, taxes apply to the disbursements and payments as a result of using Zimple's Services and for collecting, reporting and remitting the correct tax to the appropriate tax authority or authorities. Members acknowledge that state and federal tax ramifications and liabilities for either or both parties may ensue from engaging in a Member's Agreement; and Member should consult qualified professional advisors regarding potential taxation liabilities. Zimple does not provide tax advice, is not obligated to determine whether taxes apply to a specific loan transaction or any underlying agreement, and is not responsible for collecting, reporting, or remitting any taxes arising from any transaction between Members.

**Borrower or Lender Insolvency.** Members understand and acknowledge that insolvency, whether part of or outside formal bankruptcy proceedings, may impact the efficacy and terms of the Member's Agreement. Members understand and acknowledge that funds transferred by or to an insolvent party may, in some circumstances, be reached and retrieved from the recipient or recipient's successor in interest by action of a bankruptcy court or a trustee in bankruptcy, whether such bankruptcy is voluntary or involuntary, and whether or not such funds were: initially transferred in good faith and for value; a "preference" or "priority" as defined under the United States Bankruptcy Code, 11 U.S.C. §101 et seq.; part of a fraudulent transaction or other transaction subject to reversal in bankruptcy proceedings; or whether the transfers of funds were or are otherwise reversible. Zimple assumes no responsibility for the continued performance of either party in the use of Zimple's services in the event of either party's insolvency, bankruptcy or other circumstances making performance under the Loan Agreement and this Agreement impossible or impracticable.

**Account Use.** By accepting this Agreement and using the Services, Members respectively represent and warrant that they have all the necessary legal authority and capacity to do so. In the event that a Member is a corporation, partnership, limited liability company or other business entity, acceptance of this Agreement warrants that the individual signing on behalf of the business entity is a duly authorized agent of the business entity and that they have the authority to bind the business entity in legal agreements and contracts. The parties will not jointly or individually use the Services or the Zimple websites for any unlawful, illicit, fraudulent or improper activity. Zimple reserves the right to restrict or deny access to or interoperability with the secure, account-specific portions of the Zimple websites and/or to delay or halt its duties under this Agreement, without notice, where substantive allegations or reasonable grounds exist to suspect that a Member has been, are, or will be engaging in fraudulent, unlawful or other improper activity. Members agree and acknowledge they will cooperate fully with Zimple to investigate any suspected unlawful, fraudulent or improper activity.

**Time and Date.** Zimple records and measures the moment transactions are conducted using the Zimple website by reference to the Pacific Time zone of the USA. Where a user initiates a transaction on a weekend day, national or local holiday or other non-business day, it is the policy of Zimple to consider the transaction date to be that day.

**Marks.** “Zimple” and “Zimple” are trademarks of Zimple, Inc. All related logos, products and services described in this Agreement or the Zimple websites are either service marks, trademarks, registered service marks and trademarks of Zimple, or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Zimple. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, copyrighted materials and/or trade dress of Zimple and may not be copied, imitated, or used, in whole or in part, without the express prior written permission of Zimple.

**Arbitration.** Zimple reserves all rights in remedies at law or in equity for any claim it may have against Members of either real or prospective infringement on intellectual property rights. Any other controversy or claim arising out of or relating to this Agreement or the provision of Services, excepting those relating transactions covered by Regulation E (12 CFR 205, et seq.) or those initiated in and remaining subject to the jurisdiction of a Delaware court hearing small-claims matters, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party, save for the complainant’s counterparty under the Loan Agreement where such counterparty chooses to consolidate his, her, their or its claim or controversy with those of the consenting complainant. Where practicable, the arbitration shall be conducted in Dover, Delaware and judgment on the arbitration award may be entered in any court having competent jurisdiction. Any party to this Agreement may seek any interim or preliminary relief from a court of competent jurisdiction in Dover, Delaware necessary to protect that party’s respective rights, remedies or property pending the completion of arbitration. Members agree and acknowledge that arbitration may replace their individual or collective recourse to courts of law and/or administrative bodies, and that the decision of the arbitrator or arbitrating body may be final and binding upon all parties.

**No Third-Party Beneficiaries.** Unless otherwise expressly provided herein or by operation of law, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Member’s and Zimple any rights, remedies or other benefits under or by reason of this Agreement.

**Waiver.** Failure by any party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing, whether on paper or via appropriate electronic means as provided for

in this Agreement and as permitted under the E-Sign Act and other applicable laws. Where appropriate, such waiver, amendment or other modification shall evidence the mutual agreement of all relevant parties. A party's waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies for subsequent events.

**Entire Agreement.** This Agreement sets forth the entire Agreement between you and Zimple and it supersedes all prior communications, understandings and agreements.

## **ZIMPLE, INC. PRIVACY POLICY**

Zimple, Inc. is committed to protecting the confidentiality and integrity of our customers' information. When we collect information, we protect and preserve its integrity. Whenever we make use of our customers' information, we utilize it with discretion and solely for lawful purposes.

Keeping our commitment to protect your private information is an important obligation to us. Zimple is a business built upon trust. We earn your confidence when we hold true to our commitments by keeping your private data safe, secure, and confidential. We recognize that you have entrusted us with sensitive personal and financial data and special care in protecting it.

The current standards for businesses that collect personally identifiable information fall into four main categories:

- (a) Notice: disclosure of the company's privacy policies,
- (b) Choice: options and a voice about how one's personal information is stored and used,
- (c) Access: your individual right to review, correct and contest data and
- (d) Security: commitment to and assurances by the business that reasonable steps are taken to safeguard the information people have disclosed.

### **Notice.**

We will provide you with a copy of our current Privacy Policy annually and if we revise our policy, we will provide you with an updated policy before any such disclosure is made. We will always keep the most current Zimple's Privacy Policy available on our web-site, [www.zimplemoney.com](http://www.zimplemoney.com). If you want further information at any time, you can also contact us at [members@zimplemoney.com](mailto:members@zimplemoney.com) or by submitting an inquiry on our website.

### **Choice.**

If you want to make a change in how your information is employed and retained by Zimple, let us know. Log on to our secure website or contact us at [members@zimplemoney.com](mailto:members@zimplemoney.com), and we'll make the changes you request.

**Access.**

Can't remember what information you've provided to us? Want to supplement, update, or clarify your data? If so, send an inquiry to [members@zimplemoney.com](mailto:members@zimplemoney.com) or log on to our secure website, which is the best and safest way to alert us of any potential discrepancy.

**Security.**

Periodically revisit our privacy pages. Keep informed about how Zimple stays current with the latest technological advances designed to preserve confidential information. Zimple conducts business in accordance with the laws and regulations relating to our services, including the Gramm-Leach-Bliley Act ("GLB"). Under Title V of the GLB, an individual's nonpublic personal information ("NPPI") is afforded certain legal protections.

**Who is protected?**

Applicable laws draw a distinction between a "consumer" and a "customer." The rules emphasize individuals' privacy, rather than information pertaining to businesses or other entities. Generally, if you are an individual visiting our website then your privacy is protected under the status of a consumer. A specific type of consumer is a "customer." A customer is a person with a relationship with us. We call that relationship a member.

If you register as a member of Zimple, you are, by definition, a customer. If you request information from us or use our website to create a loan proposal for a friend or family member to review, then you may be entitled to protections as a "customer" even though you're not yet obligated to create the proposed loan or in any way committed to a further relationship with Zimple.

Zimple will treat the information volunteered to us with utmost discretion. Our active customers, for example, can expect secure information storage and even annual notices regarding Zimple's Privacy Policy and the status of their information. As for those people who aren't full fledged Zimple customers, we will not share collected information except as permitted by law. Even after a relationship with Zimple ends, Zimple's duties and commitment to its Clients continue.

Zimple will continue to treat your information as though you actively remain our customer. Zimple will abide by applicable record retention and privacy rules even after the loan has been repaid or otherwise has come to a close.

At all times, Zimple will furnish pertinent information where compelled or in order to comply with relevant law, in response to a subpoena, court order and other judicial processes, or as required by competent regulatory authorities.

## **What principles guide Zimple's Privacy Policy?**

Given the sensitive nature of your identity, contact details and financial data, Zimple appreciates how important it is to protect the information. We can also understand if you wonder why we request the information we do.

Our Privacy Policy is informed by the following principles:

- Zimple respects customers' reasonable expectations to safeguard their personal information.
- Collection, retention, usage and dissemination of customer information is limited to legitimate business purposes of Zimple and its affiliates, and when lawfully permitted or necessary to comply with legal requirements or to complete a transaction requested by a consumer.
- Notice, choice, access and security are the four underlying precepts of our information collection process.
- Zimple limits internal access to information to personnel having legitimate business reasons.
- Technological innovations and improving standards for protecting privacy are foremost among Zimple's objectives. If we believe new products, procedures or services will enhance customer information security; Zimple will adopt appropriate security measures.
- Zimple will disclose customers' information to unaffiliated third parties only for appropriate business purposes, when we have consent of the individual customer, or are obliged by competent authorities.
- To guard against "downstream" or third-party disclosure of your NPPI, entities such as your financial institution and our business partners may be required by Zimple to satisfactorily demonstrate compliance with applicable laws and regulations as well as compatibility with the Zimple Privacy Policy. If we learn or believe that a third party poses a risk to your NPPI, we may contact you (and, if appropriate, regulators and law-enforcement officials) to express that concern.

## **How broadly does privacy protection extend?**

Zimple collects certain sensitive information to help us serve your financial needs, provide customer service, offer new products and services, and fulfill contractual, legal and regulatory requirements. The type of information that we collect varies according to the products or services that you requests, and may include: (i) Information included on your application and related forms (such as name, address, phone number, social security number, credit card and bank account information); (ii) Information about your

relationships with us (such as products or services purchased and payment history); and (iii) Information from other non-Zimple sources (such as consumer credit reports).

We are committed to protecting our customer's NPPI. Zimple takes a number of steps to comply with applicable laws regarding NPPI's safeguarding. Protecting NPPI is a mutual responsibility. Protect your Zimple account number, password and login information they access your important private information. Zimple cannot guarantee the security and integrity of e-mails. They are subject to interception as they travel over the Internet. Zimple recommends you help ensure your own privacy by submitting confidential information over the secure online environment of our website established whenever you log in to Zimple.

Zimple suggests customers and website visitors periodically review this Privacy Policy for revisions. While we do exchange certain information with our customers' financial institutions (for example, Zimple needs the routing number for direct deposit into a lender's bank account), we do so with express permission or as necessary to process the transactions our customers request. In short, information is properly shared between two financial institutions on behalf of the individual, a person already trusting Zimple and the bank enough to be a customer of both institutions.

**Loan for a Medical Emergency.** Health information merits heightened privacy protection, even more than financial data. If your loan is intended to help manage unexpected medical costs, and you've advised that fact to us, Zimple will never divulge this matter in any manner which can be connected to you personally, unless we are required to do so by law.

### **Zimple Permission Marketing Policy**

Zimple delivers promotional and transactional emails to prospects and customers. Additionally, in order to provide you with innovative products and services that we believe may be of interest to you, we may from time to time share NPPI and other information we collect with affiliates of Zimple. If you would prefer that we not share information about you with our affiliates or send you promotional email, you may email us at [members@zimplemoney.com](mailto:members@zimplemoney.com) or telephone Zimple Member Services at 949-209-9844, to let us know your preference. If you tell us not to share information about you with our affiliates, we will honor your instructions. Please note that if you choose not to hear from us, you will not receive offers about products and services offered by Zimple and our affiliates that may be of value to you. If you decide that you no longer wish to subscribe to Zimple broadcast emails, please follow the instructions that are located at the bottom of those e-mail messages in order to unsubscribe (opt-out).

### **Updates to Privacy Policy**

The version of the Zimple Privacy Policy posted online and related web pages supersedes all previously posted or issued versions of same as of the date specified. Zimple reserves the right to change this Privacy Policy at any time. Visitors to and users of the Zimple website are invited to return to the Privacy Policy and related pages periodically to check for revisions. Customers and others having pertinent relationships

with Zimple may also be notified of changes to this policy by additional means including, but not limited to, e-mails, letters and telephone calls. We will provide customers with a copy of our current Privacy Policy annually and if we revise our policy to allow for disclosure to additional parties, we will provide our customers with an updated policy before any such disclosure is made.

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## **ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURE**

**Electronic Fund Transfers.** By electing to use Zimple, you agree and authorize Zimple to make electronic fund transfers from a Members payer account to a Members deposit account. Zimple will cause an electronic fund transfers (EFTs) via the Automated Clearing House (ACH) system. Such transfers may include debits and credits, including recurrent and preauthorized periodic transactions, to specified bank accounts consistent with the Electronic Fund Transfer Act, 15 U.S.C. §1693 et seq. (EFTA), Regulation E, the Electronic Signatures in Global and National Commerce Act of 2000, 15. U.S.C. §7001 et seq. (E-Sign), the terms of the Terms of Use and this Agreement.

Members acknowledge the following:

- 1) scheduled EFTs are limited to no more than two per month, absent extenuating circumstances or Zimple's consent
- 2) there is a five [5] business day clearing period for all EFTs
- 3) the dollar amount of individual EFTs is limited to no more than established monthly payment or an amount equal to a pay-off amount
- 4) that there is the possibility of liability to Members for any unauthorized EFT
- 5) a duty on Members to promptly report such unauthorized transfers to Zimple and, where applicable, to the party's financial institution
- 6) the right of Members to stop payment or disbursement of a preauthorized EFT by notifying Zimple at least five [5] business days prior to a scheduled transfer and Zimple's established procedures to initiate such stoppages
- 7) the right to receive documentation of EFTs electronically, or in paper format where the party explicitly requests
- 8) Zimple shall not be responsible for late or missed payments, payments made to unintended recipients due to the provision of incorrect information by Members or for payments made in incorrect amounts owing to error or omission by either party to a Member's Agreement.

9) Members shall immediately notify Zimple of any changes to their bank account information. Zimple shall make commercially reasonable efforts to ensure payments are made accurately, but Zimple will not be responsible for any costs or liabilities incurred by Lender or Borrower resulting from inaccurate or outdated bank account information.

10) the necessity of occasional adjustment entries in the Member's accounts, including a reversal of a debit or credit, as a result of inaccurate or mistaken transfer.

11) Zimple's potential liability pursuant to the EFTA and other applicable laws and regulations.

From time to time, it may be necessary for Zimple to verify the Members' bank account information. Members each grant Zimple the right to validate the authenticity of their respective bank accounts and shall provide written authorization on behalf of Zimple if required by their respective lending institution. Members shall not request Zimple effect fund transfers exceeding that party's transfer limitations or the available balance of the nominated checking account (including any overdraft allowances by the party's bank). If there are insufficient funds in a Member's account to cover a requested transaction, or if Borrower's bank rejects a payment for any other reason, Zimple shall charge the paying Member an Insufficient Funds Fee ("NSF fee"). In case of insufficient funds, paying Member will receive prompt notification and thereafter Zimple will attempt to present paying Member's payment for a second time (along with the NSF fee, where applicable) according to the schedule set forth in that communication and absent timely objection by the paying Member. If, upon second presentment, the account still does not contain enough funds to cover the original request plus the NSF fee, the paying Member will receive notification that the Zimple account is in arrears and, where appropriate, has been disabled, and the recipient Member due the payment will be notified of paying Members inability to pay the authorized amount.

Members acknowledge that Zimple is not responsible for any problems or delays in the ACH, EFT or banking systems or for other problems or delays associated with such systems beyond its control. While Zimple shall attempt to expedite EFT transactions on behalf of Members, it will not be responsible for any costs or liabilities incurred by Members owing to delays beyond the time periods ordinarily required for funds clearance or to otherwise complete an ACH or EFT transaction.

In the event Zimple makes an EFT from paying Member's account and is subsequently unable to collect those funds for any reason (including, without limitation, insufficient funds or fraud), the payment will be reversed and Zimple will withdraw such funds from the recipient Members account. Both Members expressly authorize such reversal consistent with the EFTA and customary and prevailing ACH rules. Zimple further reserves the right to use any and all other legal rights and remedies to recover amounts not collected via reversal of the payment as well as to recover other fees paid or losses incurred by Zimple resulting from the reversed transaction.

Zimple will report instances of fraud, misrepresentation or other unlawful activity to appropriate administrative, judicial and law-enforcement agencies.

## **ERROR RESOLUTION POLICY**

Zimple provides this error-resolution notice in compliance with the Federal Reserve's Regulation E, which governs electronic fund transfers (EFTs). You may recognize EFTs by other names, notably ACH, direct deposits and direct debits. Since you have selected EFTs in conjunction with your Loan transaction, the Federal Reserve requires that you be given initial and annual notices of your rights regarding error-resolution procedures involving your account and any EFTs relating to it which you believe may have been made incorrectly or contain an error. Please bear in mind that customer service is a top priority for us. Timeframes noted below are therefore the maximum periods allowed: Zimple's objective of course remains to respond as promptly and accurately as possible to your inquiries.

Please retain this notice for your records and future reference. Further information regarding EFT error resolution is also available in the Zimple Terms of Use, to which you have previously indicated your consent. To review, print or electronically save the Terms of Use, visit [www.zimplemoney.com](http://www.zimplemoney.com) or [www.zimpleauto.com](http://www.zimpleauto.com).

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:**  
LOG IN to Zimple's secure website at: [www.zimplemoney.com](http://www.zimplemoney.com) or E-MAIL us at [members@zimplemoney.com](mailto:members@zimplemoney.com) or CALL 1.949.209.9844; or WRITE Zimple, Inc, at: P.O. Box 4377, Laguna Beach, CA 92652.

You should contact Zimple as soon as you can if you think there is a problem with your account, that your confirmatory e-mail or bank statement is wrong, that an EFT was made incorrectly or in error, or if you simply need more information about an EFT or other transfer noted on a confirmatory e-mail or statement. We must hear from you no later than sixty (60) days after we sent the FIRST confirmation in which the potential problem or error appeared.

If you contact us regarding an error, please be sure to do the following:

- 1) Tell us your full name and Zimple account number;
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- 3) Tell us the exact dollar amount of the suspected error.

Please do NOT include sensitive information such as complete bank-account numbers if you wish to contact us via e-mail. Zimple recommends confidential communications sent electronically instead be made by logging in to your account on our secure website.

If you contact us orally, we may require that you also send Zimple your complaint or question in writing (including via e-mail or on our secure website) within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we receive contact from you, and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to pursue such an investigation, we may credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Such credits will be discretionary and made in good faith, taking into account the rights, obligations and expectations of both you and your counterparty under the terms of your Loan Agreement. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation (including via e-mail or as a message in your online account on our secure website). You may request copies or summations of documents and information used in our investigation. However, you are advised that given Zimple's largely automated business methods and processes, our investigation may be conducted primarily or entirely by electronic means. Consequently, documentation provided to you may be in similar format or replicated from Zimple's electronic investigation.

## **ERROR RESOLUTION POLICY THIRD PARTY REPRESENTATIVE POLICY**

Lenders and Borrowers may designate individuals to act on their behalf in association with using Zimple Services (hereinafter "Representative").

**Definition of Representative.** "Representative" means that person, real or legal, duly and demonstrably authorized by a Borrower, Lender or by a court or administrative body of competent jurisdiction to represent the interests of a party or parties in the positions of Borrower or Lender, whether such authorization is granted at or after creation of the Loan Documents. The term "Representative," as used herein, shall supplement, substitute or be deemed synonymous for the terms "Borrower" and/or "Lender" as may be applicable and as used in the Terms of Use, such as where an existent Representative stands in the place of the respective party or parties.

**Confirmation of Representative's Authority.** Before a Borrower or Lender may utilize a Representative to act on their behalf, Representative and the party they seek to

represent must complete all portions of the attached Representative Confirmation form and return it to Zimple.

**Duties and Responsibilities of Representatives.** By serving as a Representative, a party agrees to and acknowledges the assumption of responsibility for representing the individual and/or collective interests of the authorizing party or parties, as the case may be, regarding the Loan Documents, whether by act or omission, as well as in all Communications with Zimple. Representative shall adequately and accurately convey any pertinent information regarding the Loan Agreement's administration to the relevant authorizing party or parties not already communicated by Zimple. In addition to Communications with Representative, Zimple reserves the right to communicate with any Borrower or Lender including, but not limited to, substantially identical Communications made to any or all of them and independent Communications to one party or some parties only.

**Communications with Representatives.** A Representative will be recognized by Zimple as having authority to receive Communications and to represent any and all authorizing parties unless and until Zimple is expressly notified of revocation of such authority by Borrower, Lender or both (including multiple members of these defined terms), or by competent governmental officials, as may be applicable. Such authorization does not, however, preclude Borrower and Lender from representing or communicating on behalf of themselves. Absent express notification to Zimple revoking Representative's authority, as described below, where applicable and feasible, Representative's instructions shall govern in the event of conflicting directions by any or all authorizing parties to Zimple. Zimple further reserves the right to refrain from any action where the parties' instructions are or appear to be contradictory and Zimple shall not be liable for any losses suffered by any party as a result of using a Representative. Further, Borrower, Lender and Representative shall hold Zimple harmless from any and all claims arising from any disputes between any Borrower, Lender or Representative resulting from the use of a Representative to represent a particular party's interests.

**Termination of Use of Representative.** Any party that authorizes a Representative to act on their behalf may terminate said authorization by contacting Zimple either by email at [members@zimplemoney.com](mailto:members@zimplemoney.com) or in writing at Zimple, Inc., Attn: Member Service, P.O. Box 4377, Laguna Beach, CA 92652.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND INCORPORATED DOCUMENTS AND FURTHER UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR USING THE ZIMPLE SERVICES, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONSITIONS AND GRANT TO ZIMPLE THE RIGHTS SET FORTH HEREIN.

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