

# Boyledown Lending Terms of Use



Last Updated September 19, 2024

These Terms of Use (“Terms”) set forth the terms and conditions that apply to your access and use of all Boyledown products and services (together, the “Services”), and that are made available through our website <http://www.boyledown.com>. In the Terms, “Boyledown ” or “we” means Boyledown , Inc. and its affiliates and subsidiaries (and their predecessors in interest, successors and assigns), and “you” refers to the individual using the Services and, if such individual is using the Services on behalf of an entity or organization, then such entity or organization (and each of your successors and assigns). The Services are intended for U.S. residents only and may include, but are not limited to, free credit score; access to third-party rewards programs; platforms that enable users to locate and contact U.S. financial services, as well as professionals, such as third-party experts, advocates, and advisors, who can provide various services; financial planning services, discussion forums, community forums, bulletin boards, review services, and forums in which users may ask questions of third-party advisors; and platforms that enable users to apply to pre-qualify for certain credit card or loan offers.

By using or accessing the Services you agree to the Terms, as updated from time to time in accordance with Section 8 below. Because Boyledown provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific Service.

**THESE TERMS INCLUDE A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT GOVERN ANY DISPUTES BETWEEN YOU AND US. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS, INCLUDING THE MANDATORY ARBITRATION PROVISION OR CLASS ACTION WAIVER, DO NOT USE THE SERVICES.**

To use some of the Services, you may need to provide information such as credit card or bank account numbers to third-parties. For more information regarding our how we collect and use information in connection with our Services, see our [Privacy Policy](#).

**1. Registration and Account Security.** To use the Services you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services in compliance with any and all applicable laws and regulations.

a) Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password ("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Boyledown for any purpose.

b) You Are Responsible For Your Account. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at [support@boyledown.com](mailto:support@boyledown.com).

**2. Specific Requirements for Certain Services.** Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the Boyledown Services.

a) Forums. Boyledown may offer features that allow users to share content, comments and opinions on financial topics with other users in the Community Forum, as well as other user discussion forum platforms (collectively, the

“Forum”). Your use of the Forum is governed by the Terms, as well as our Community Guidelines.

b) Forum content are the contributions of independent users not affiliated with Boyledown , whose opinions are their own. Boyledown does not guarantee the accuracy, integrity or quality of the opinions and advice posted on the Forum. Your use of any user content provided in the Forum is at your own risk.

ii) Boyledown may, but is not required to, monitor Forum content and reserves the right to edit, correct or delete any Forum content for any reason at our sole discretion.

iii) You hereby grant to Boyledown a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, translate, transmit, display, perform and distribute any content, information or material you submit or post to the Forum, in any medium now in existence or hereafter developed, for any purpose, including commercial uses. You waive all moral rights and similar rights you may have in such content, information and material.

iv) We may terminate a user’s access or ability to use the Forum, immediately, without notice, and at our sole discretion, for user’s failure to comply with any terms or conditions of the Terms or Community Guidelines.

### **3. Third-Party Services.**

a) Advice from Third-Parties. Some of the Services involve advice from third-parties and third-party content. You agree that any such advice and content is provided for informational, educational, or entertainment purposes only, and does not constitute legal, financial, tax planning, medical, or other advice from Boyledown . You agree that Boyledown is not liable for any advice provided by third-parties. You agree that you are responsible for your own financial research and financial decisions, and that Boyledown is not responsible or liable for any decisions or actions you take or authorize third-parties to take on your behalf based on information you receive as a user of Boyledown .

b) Sharing Information With Third-Parties. To use some of the Services, you may need to provide information such as credit card numbers, bank account numbers, and other sensitive financial information (such as investments, income, expenses, investable assets, investing risk tolerance or other similar types of information), to third-parties. By using the Services, you agree that Boyledown or its subcontractors may collect, store, and transfer such information on your behalf, and at your sole request. More information is available in our [Privacy Policy](#). You agree that your decision to make available any sensitive or confidential information to third-parties is your sole responsibility and at your sole risk. Boyledown has no control and makes no representations as to the use or disclosure of information provided to third-parties. You agree that these third-party services are not under Boyledown's control, and that Boyledown is not responsible for any third-party's use of your information.

c) Boyledown Does Not Endorse Third-Parties. The Services may contain links to third-party websites and services. Boyledown provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that Boyledown has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.

#### **4. Prohibited Conduct.** You agree not to:

a) Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;

b) Violate or misappropriate or encourage others to violate or misappropriate the rights of third-parties, including intellectual property rights;

c) Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;

- d) Interfere in any way with security-related features of the Services or the Site;
- e) Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third-parties without their consent;
- f) Access, monitor or copy any content or information of the Site using any robot, scripts, spider, scraper, or other automated means or for any purpose or any manual process to collect information or content, or use the Services as part of any machine learning or similar algorithmic activity without Boyledown 's express written permission;
- g) Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth;
- h) Copy, reproduce, rent, lease, sell, transfer, assign, sublicense, modify, publish, disclose, distribute, display or prepare derivative works of the Services;
- i) Except to the extent permitted by applicable law and except to the extent expressly permitted in these Terms, reverse engineer, disassemble, or decompile the Services, including any corresponding source code, without prior written consent from us; or
- j) Sell or otherwise transfer the access granted herein.

**5. Intellectual Property and User Content.** The Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to Boyledown , except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have

the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact:

- 285 Crockett Hill Lane, Cross Junction VA 22625
- Phone: 631-379-0306
- Email: david@boyledown.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Boyledown has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of Boyledown or others.

You hereby grant to Boyledown a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, translate, transmit, display, perform and distribute any content, information or material you submit or post in connection with the Services or otherwise make available to Boyledown or its subcontractors in connection with your use of the Services ("Content") for the following purposes: (a) with respect to Content which is governed by our Privacy Policy, to provide you with the Services and comply with our obligations under the Terms, any other purposes set forth in the Privacy Policy, (b) with respect to Content which is not governed by our Privacy Policy, including any feedback you may provide us about our Services, for any purpose, and (c) with respect to all Content, to de-identify the Content (if it constitutes personal information). All right, title and interest in and to such de-identified Content created by or on behalf of Boyledown shall be solely and exclusively owned by Boyledown and Boyledown may use it for any purpose.

**6. Indemnification.** You agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless Boyledown and its former and current employees, contractors, directors, officers and contractors from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) any content you have submitted to or through the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third-party. Boyledown reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

**7. Termination.** If you violate the Terms, your permission to use the Services will automatically terminate. In addition, Boyledown in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting Customer Service at david@boyledown.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but Boyledown may continue to store such information and content, and it may also be stored by third-parties to whom it has been transferred through your use of the Services.

**8. Modification of the Terms.** Boyledown may modify the Terms and impose new or additional terms or conditions on any use of the Services. If we do so, we will notify you by revising the date at the term of the Terms and/or in some cases, including where required by law, we may provide you with an additional notice, such as via email to the email address you have provided us. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into the Terms. Your continued use of the Services will constitute your acceptance of the modified terms and any applicable new or additional terms or conditions. If you do not agree to the modified terms or new or additional terms or conditions, you must stop using the Services, and if applicable, close your Boyledown accounts.



**9. DISCLAIMERS OF WARRANTIES.** THE DISCLAIMERS AND LIMITATIONS ON OUR LIABILITY IN THIS SECTION 9 APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALTHOUGH BOYLEDOWN SEEKS TO MAINTAIN SAFE, SECURE, ACCURATE, AND WELL-FUNCTIONING SERVICES, WE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR SERVICES, AND THERE MAY AT TIMES BE INADVERTENT TECHNICAL OR FACTUAL ERRORS OR INACCURACIES.

A) NO WARRANTIES. BOYLEDOWN SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIMS (I) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE. YOU ASSUME ALL RISK FOR ANY/ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES. BOYLEDOWN IS NOT RESPONSIBLE FOR THE LOSS OF, DAMAGE TO, OR UNAVAILABILITY OF ANY INFORMATION YOU HAVE MADE AVAILABLE THROUGH THE SERVICES, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU HAVE BACKUP COPIES OF ANY INFORMATION YOU HAVE MADE AVAILABLE THROUGH THE SERVICES.

B) NO GUARANTEE OF ACCURACY. BOYLEDOWN DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES IN THE INFORMATION, CONTENT, RECOMMENDATIONS, AND MATERIALS MADE AVAILABLE THROUGH THE SERVICES.

C) SERVICES PROVIDED FOR INFORMATIONAL PURPOSES. THE INFORMATION PROVIDED THROUGH THE SERVICES IS PROVIDED SOLELY FOR INFORMATIONAL, EDUCATIONAL, OR ENTERTAINMENT PURPOSES AND DOES NOT CONSTITUTE LEGAL, FINANCIAL, TAX PLANNING, MEDICAL, OR OTHER ADVICE. BOYLEDOWN AND THE SERVICES ARE NOT ENDORSED BY OR AFFILIATED WITH FINRA, AND BOYLEDOWN IS NOT A FINANCIAL INSTITUTION OR INSURANCE



PROVIDER. BOYLEDOWN MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE RESULTS OR SAVINGS THAT MAY BE OBTAINED THROUGH THE USE OF THE SERVICES. BEFORE MAKING ANY FINANCIAL DECISIONS OR IMPLEMENTING ANY FINANCIAL STRATEGY, INCLUDING RECOMMENDATIONS OF THIRD-PARTIES IDENTIFIED THROUGH THE SERVICES, BOYLEDOWN RECOMMENDS THAT YOU OBTAIN ADDITIONAL INFORMATION AND ADVICE OF ACCOUNTANTS OR OTHER FINANCIAL ADVISORS WHO ARE FULLY AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES. YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR OWN FINANCIAL RESEARCH AND FINANCIAL DECISIONS, AND THAT BOYLEDOWN IS NOT RESPONSIBLE OR LIABLE FOR ANY DECISIONS OR ACTIONS YOU TAKE OR AUTHORIZE THIRD-PARTIES TO TAKE ON YOUR BEHALF BASED ON INFORMATION YOU RECEIVE AS A USER OF BOYLEDOWN .

D) NO WARRANTIES REGARDING THIRD-PARTIES. BOYLEDOWN MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING ANY THIRD-PARTY SERVICE OR ADVICE PROVIDED BY A THIRD-PARTY, OR ANY QUOTES OR OFFERS PROVIDED THROUGH THE SERVICES. BOYLEDOWN DOES NOT ENDORSE ANY PARTICULAR ADVISOR OR OTHER THIRD-PARTY. BOYLEDOWN ACTS SOLELY AS AN INTERMEDIARY BETWEEN YOU AND THIRD-PARTY SERVICE PROVIDERS AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY CONTENT, PRODUCTS, OR SERVICES PROVIDED BY SUCH SERVICE PROVIDERS. SEE SECTION 3, ABOVE, FOR MORE INFORMATION REGARDING THIRD-PARTIES AND THIRD-PARTY SERVICES.

**10. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL BOYLEDOWN OR ITS OFFICER'S, EMPLOYEES, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA OR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT BOYLEDOWN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND (B) TO THE EXTENT OUR LIABILITY HAS NOT ALREADY BEEN EXCLUDED IN THE FOREGOING, IN NO EVENT

SHALL OUR CUMULATIVE LIABILITY TO YOU, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF WHAT YOU PAID US FOR THE APPLICABLE SERVICES (IF ANY) AND US \$100.

**11. GOVERNING LAW.** The Terms are governed by the laws of the State of Virginia and the Federal Arbitration Act (“FAA”), without regard to conflict of law principles. Subject to Section 12, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and BoyleDown agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Arlington, Virginia, for the purpose of litigating all such disputes. We make no representation that information and materials included in the Services are appropriate or available for use outside the U.S.

**12. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER.** MOST DISPUTES AND CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO YOUR SATISFACTION BY CONTACTING US AT DAVID@BOYLEDOWN.COM. HOWEVER, IN THE UNLIKELY EVENT THAT BOYLEDOWN CANNOT RESOLVE A DISPUTE WITH YOU, THEN, EXCEPT WITH RESPECT TO SMALL COURT CLAIMS AND CLAIMS RELATED TO INTELLECTUAL PROPERTY AS SET FORTH IN THE “ARBITRATION AGREEMENT” SECTION BELOW (“ARBITRATION AGREEMENT”), BOTH YOU AND BOYLEDOWN AGREE TO SUBMIT THE DISPUTE TO THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER AND/OR COMMERCIAL ARBITRATION RULES OR, BY SEPARATE MUTUAL AGREEMENT, TO ANOTHER ARBITRATION INSTITUTION, IN ACCORDANCE WITH THE “ARBITRATION AGREEMENT” SECTION BELOW.

**YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU AND BOYLEDOWN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

#### **ARBITRATION AGREEMENT**

A) CLAIMS TO BE RESOLVED BY BINDING ARBITRATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BOYLEDOWN AND

YOU AGREE TO ARBITRATE ANY AND ALL DISPUTES AND CLAIMS BETWEEN YOU AND BOYLEDOWN , AND BETWEEN YOU AND OUR FORMER OR PAST EMPLOYEES, DIRECTORS, OFFICERS AND CONTRACTORS, IN ALL CASES ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICES, EXCEPT THAT: (1) EACH PARTY MAY COMMENCE AN ACTION IN A COURT OF PROPER JURISDICTION FOR INJUNCTIVE OR OTHER EQUITABLE RELIEF AS CONTEMPLATED IN SECTION 12(H) BELOW (INJUNCTIVE RELIEF) PENDING A FINAL DECISION BY THE ARBITRATOR, (2) EITHER PARTY MAY BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT IF THE RULES OF THAT SMALL CLAIMS COURT WILL ALLOW IT. IF EITHER PARTY DOES NOT BRING ITS CLAIM IN SMALL CLAIMS COURT (OR IF YOU OR WE APPEAL A SMALL CLAIMS COURT JUDGMENT TO A COURT OF GENERAL JURISDICTION), THEN THE CLAIMS MUST BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

YOU AGREE THAT, BY AGREEING TO THE TERMS, YOU AND BOYLEDOWN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE TERMS EVIDENCE A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FAA GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THE TERMS OR YOUR RELATIONSHIP WITH BOYLEDOWN FOR ANY REASON.

B) ARBITRATOR. ANY ARBITRATION BETWEEN YOU AND BOYLEDOWN WILL BE GOVERNED BY THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, "AAA RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THESE TERMS, AND WILL BE ADMINISTERED BY THE AAA. THE AAA RULES AND FILING FORMS ARE AVAILABLE ONLINE AT [WWW.ADR.ORG](http://WWW.ADR.ORG), BY CALLING THE AAA AT 1-800-778-7879, OR BY CONTACTING BOYLEDOWN .

ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE, INCLUDING THE SCOPE AND ENFORCEABILITY OF THIS ARBITRATION PROVISION AS WELL AS OTHER TERMS AND CONDITIONS IN THESE TERMS, AND THE

ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY SUCH DISPUTE RELATING TO THE SCOPE AND ENFORCEABILITY OF THIS ARBITRATION PROVISION OR ANY OTHER TERM OF THESE TERMS INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS ARBITRATION PROVISION OR THESE TERMS IS VOID OR VOIDABLE. HOWEVER IF PUTATIVE CLASS OR REPRESENTATIVE CLAIMS ARE INITIALLY BROUGHT BY EITHER PARTY IN A COURT OF LAW, AND A MOTION TO COMPEL ARBITRATION IS BROUGHT BY ANY PARTY, THEN THE COURT SHALL DECIDE WHETHER THESE TERMS PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. FOR THE AVOIDANCE OF DOUBT, THE COURT AND ARBITRATOR SHALL BE BOUND BY THESE TERMS, INCLUDING WITH REGARD TO THE CLASS ACTION WAIVER PROVISION BELOW. IN ANY ARBITRATION, THE ARBITRATOR SHALL FOLLOW THE APPLICABLE LAW. THE ARBITRATOR SHALL NOT HAVE THE POWER TO COMMIT MANIFEST ERRORS OF LAW OR LEGAL REASONING, AND ANY AWARD RENDERED BY THE ARBITRATOR THAT EMPLOYS A MANIFEST ERROR OF LAW OR LEGAL REASONING MAY BE VACATED OR CORRECTED BY A COURT OF COMPETENT JURISDICTION FOR ANY SUCH ERROR.

DURING THE ARBITRATION, THE AMOUNT OF ANY SETTLEMENT OFFER MADE BY BOYLEDOWN OR YOU SHALL NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR DETERMINES THE AMOUNT, IF ANY, TO WHICH YOU OR BOYLEDOWN ARE ENTITLED. IN ARBITRATION, AND TO THE EXTENT OTHERWISE PERMITTED BY LAW, THE PARTIES MAY EXCHANGE "OFFERS OF COMPROMISE" OR STIPULATE TO JUDGMENTS OR AWARDS IN THE SAME WAY THE PARTIES COULD IN COURT. SUCH OFFERS OF COMPROMISE SHALL HAVE THE SAME FORCE AND EFFECT AS THEY WOULD IN A COURT PROCEEDING. THE ARBITRATION PROCEEDINGS SHALL OTHERWISE REMAIN CONFIDENTIAL, EXCEPT FOR PURPOSES OF SEEKING COURT INTERVENTION (IF NECESSARY).

C) NOTICE AND PROCESS. A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST SEND TO THE OTHER, BY CERTIFIED MAIL, A WRITTEN NOTICE OF DISPUTE ("NOTICE"). THE NOTICE TO BOYLEDOWN SHOULD BE ADDRESSED TO: BOYLEDOWN LENDING, INC., 285

CROCKETT HILL LANE, CROSS JUNCTION, VA 22625 ("NOTICE ADDRESS") AND MUST BE SIGNED BY YOU PERSONALLY. NOTICE TO YOU FROM BOYLEDOWN MAY BE TO YOU DIRECTLY, OR IF YOU ARE REPRESENTED, TO YOUR LEGAL COUNSEL. THE NOTICE MUST (A) DESCRIBE THE NATURE AND BASIS OF THE CLAIM OR DISPUTE; AND (B) SET FORTH THE SPECIFIC RELIEF SOUGHT ("DEMAND"). IF YOU AND BOYLEDOWN DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, YOU OR BOYLEDOWN MAY COMMENCE AN ARBITRATION PROCEEDING PURSUANT TO THE TERMS OF THIS ARBITRATION AGREEMENT.

D) FEES. IN THE EVENT THAT YOU COMMENCE ARBITRATION IN ACCORDANCE WITH THESE TERMS, BOYLEDOWN WILL, AT YOUR REQUEST, REIMBURSE YOU FOR YOUR PAYMENT OF THE ARBITRATION FILING FEE, UNLESS YOUR CLAIM IS FOR GREATER THAN \$10,000, IN WHICH CASE THE PAYMENT OF ANY FEES SHALL BE DECIDED BY THE AAA RULES. ANY REQUEST FOR PAYMENT OF FEES BY BOYLEDOWN SHOULD BE SUBMITTED BY MAIL TO THE AAA ALONG WITH YOUR DEMAND FOR ARBITRATION AND BOYLEDOWN WILL MAKE ARRANGEMENTS TO PAY ALL NECESSARY FEES DIRECTLY TO THE AAA. IN THE EVENT THE ARBITRATOR DETERMINES THE CLAIM(S) YOU ASSERT IN THE ARBITRATION TO BE FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF CIVIL PROCEDURE 11(B) OR ITS SUCCESSOR RULE), YOU AGREE TO REIMBURSE BOYLEDOWN FOR ALL FEES ASSOCIATED WITH THE ARBITRATION PAID BY BOYLEDOWN ON YOUR BEHALF THAT YOU OTHERWISE WOULD BE OBLIGATED TO PAY UNDER THE AAA'S RULES.

IF YOUR CLAIM IS FOR \$10,000 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION WILL BE CONDUCTED SOLELY ON THE BASIS OF DOCUMENTS SUBMITTED TO THE ARBITRATOR, THROUGH A NON-APPEARANCE BASED TELEPHONIC HEARING, OR BY AN IN-PERSON HEARING AS ESTABLISHED BY THE AAA RULES. ANY IN-PERSON ARBITRATION HEARINGS WILL TAKE PLACE AT A LOCATION TO BE AGREED UPON IN ARLINGTON COUNTY, VIRGINIA. REGARDLESS OF THE MANNER IN WHICH THE ARBITRATION IS CONDUCTED, THE ARBITRATOR

SHALL ISSUE A REASONED WRITTEN DECISION SUFFICIENT TO EXPLAIN THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE DECISION AND AWARD, IF ANY, ARE BASED. THE ARBITRATOR MAY MAKE RULINGS AND RESOLVE DISPUTES AS TO THE PAYMENT AND REIMBURSEMENT OF FEES OR EXPENSES AT ANY TIME DURING THE PROCEEDING AND UPON REQUEST FROM EITHER PARTY MADE WITHIN 14 DAYS OF THE ARBITRATOR'S RULING ON THE MERITS.

**E) CLASS ACTION WAIVER.** ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. UNLESS BOTH YOU AND BOYLEDOWN AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS (EXCEPT AS SET FORTH IN SUBSECTION (F) BELOW), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT INDIVIDUAL PARTY'S CLAIM. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. IF THIS SPECIFIC SUBPARAGRAPH (E) IS FOUND TO BE UNENFORCEABLE IN ITS ENTIRETY, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. HOWEVER, IF ONLY A PORTION OF THIS SUBPARAGRAPH (E) IS FOUND TO BE UNENFORCEABLE, THEN THE UNENFORCEABLE PORTION OF THE PROVISION SHALL BE STRICKEN, AND THE REMAINDER OF SUBPARAGRAPH (E) ENFORCED. ANY CLAIMS OR CAUSES OF ACTION SEEKING RELIEF NOT SUBJECT TO INDIVIDUAL ARBITRATION UNDER APPLICABLE LAW SHALL BE STAYED IN A COURT OF COMPETENT JURISDICTION PENDING COMPLETION OF INDIVIDUAL ARBITRATION TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN SUBSECTION (E) OR (F) BELOW SHALL PREVENT YOU OR BOYLEDOWN FROM PARTICIPATING IN A CLASSWIDE SETTLEMENT OF CLAIMS.

**YOU AND BOYLEDOWN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

F) MASS, COLLECTIVE, OR BATCH ARBITRATION. YOU AND BOYLEDOWN AGREE THAT ADMINISTRATION OF ANY MASS, COLLECTIVE OR BATCH ARBITRATION SHALL BE GOVERNED BY THE TERMS SET FORTH IN THIS SUBSECTION (F). You and Boyledown agree that a “mass, collective, and/or batch arbitration” includes, but is not limited to, instances in which you and others are represented by a law firm or collection of law firms or legal counsel that has filed more than 150 arbitration demands of a substantially similar nature against Boyledown , alleging similar or identical claims or causes of action, within 180 days of the arbitration demand filed on your or others behalf, and the law firm or collective of legal counsel/law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands together. If more than 150 arbitration demands of a substantially similar nature, alleging the similar or identical claims or causes of action, are filed against Boyledown by the same law firm or collection of legal counsel/law firms within 180 days of one another, each arbitration demand must be filed, administered, arbitrated, and resolved pursuant to this subsection (f).

Specifically, in order to increase the efficiency of resolution for any mass, collective, and/or batch arbitration, in the event 150 or more similar arbitration demands against Boyledown are filed within a 180 day period pursuant to the above, the arbitration provider shall (i) group the arbitration demands into batches of no more than 150 demands per group; and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch. You and Boyledown agree to cooperate in good faith with the arbitration provider to implement the aforementioned protocol for mass, collective, and/or batch arbitrations with regard to resolution, fees and administration. If subsections (f)(i) or (f)(ii) are not enforced, or the arbitration provider refuses to follow these specific mass, collective, and/or batch arbitration protocols, then each arbitration demand must be filed, administered, arbitrated, and resolved individually, or the parties agree to seek out a different, mutually agreeable and widely-recognized arbitration organization agreeable to follow subsections (f)(i) or (f)(ii). If any other portion of this subparagraph (f) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (f) and this agreement shall be enforced to the maximum extent permitted by law. Mass, collective, and/or batch arbitrations shall otherwise be



subject to all other substantive and procedural terms contained within this agreement.

g) Discovery. Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

h) Injunctive Relief. Notwithstanding the Arbitration Agreement, you acknowledge that money damages are an inadequate remedy for unauthorized access to or use of the Services or your breach of any provisions in the Terms relating to Boyledown 's intellectual property rights, and any such breach would result in irreparable harm to Boyledown . Accordingly, in the event of any such actual or threatened breach, Boyledown may, in addition to any other rights or remedies available to Boyledown at law or equity, seek specific performance or injunctive relief without the posting of a bond.

i) Modifications. If Boyledown makes any future change to this Arbitration Agreement (other than a change to the Notice Address) after your enrollment in a service or program or your use of the Services, you may reject any such change and require Boyledown to adhere to the language in this arbitration provision as written at the time of your enrollment or purchase if a dispute between us arises, by sending us written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change, your account with Boyledown shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision as written at the time of your enrollment or purchase.

j) Severability and Enforceability. If an arbitrator or court decides that any part of this Section 12 is invalid or unenforceable, the other parts of this Section 12 shall still apply. If the entirety of this Section 12 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 11 shall govern any action arising out of or related to the Terms, and that the remainder of the Terms will continue to apply.

**13. Modification of the Services.** Boyledown reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that Boyledown will not

be liable to you or to any third-party for any modification, suspension, or discontinuance of any of the Services.

#### **14. General.**

a) Entire Agreement. Except as specified herein, these Terms, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and Boyleddown regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

b) No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

c) Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

d) Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

e) Partner Terms. In some instances, Boyleddown's third-party partners require that Boyleddown users agree to be bound by some additional terms of use that are specific to particular products or services ("Partner Terms"). In the event of any conflict between the Partner Terms and Boyleddown's Terms, Boyleddown's Terms govern and control.

f) Third-Party Beneficiaries. Boyleddown's former and past employees, directors, officers and contractors, and each of their successors and assigns, are intended beneficiaries of Section 6 (Indemnification) and the Arbitration Agreement and have the right to enforce such provisions against you. The Terms are not otherwise intended to grant rights to anyone except you and Boyleddown or create any third-party beneficiary rights.

15. **Boyledown Customer Service.** To contact us with questions or suggestions about the service please email us at [david@boyledown.com](mailto:david@boyledown.com).

ACCESS CODE: APOLLO