

Terms of Use

Last updated April 20, 2023

In these Terms of Use, the words "you," "your," and "User" mean each and every person who accesses or uses any Service (as defined below). The words "we," "us," "our," and "LendingClub" mean LendingClub Bank, National Association. Please review these Terms of Use before using or accessing any products or services offered by LendingClub (each, a "Service"), which include but are not limited to LendingClub websites and the subdomains thereof (collectively, the "Site") and the group of financial service technologies that LendingClub or any of its affiliates have developed to enable the services we facilitate or provide (collectively, the "LC Platform"). If you do not agree to these terms without limitation or exclusion, you should exit this site. These Terms of Use are effective immediately.

All Services are provided by LendingClub or its affiliates. By accessing or using any Service, including the Site or the LC Platform, you signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use"), regardless of whether you have registered with LendingClub as a member. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of Services or related services offered by others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of a Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses a Service. For any terms herein applicable to all Users, all applicants, whether individually or jointly, all investor members, or business and other entity Users specifically, or where the context otherwise requires, "Users" shall be deemed to include any business or other entity on behalf of which any Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of any Service. For purposes of these Terms of Use, a sole proprietor participating in our Small Business lending program is deemed to be acting on behalf of a business.

Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the Site and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of any Service after we have made any such changes constitutes your acceptance of the new Terms of Use.

TERMS APPLICABLE TO ALL USERS: ELIGIBILITY, LICENSE AND REPRESENTATIONS

Eligibility: General

All Services are intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older, and any registration by, use of or access to a Service by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using any Service, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, we may terminate your membership, delete your profile and any content or information that you have posted and/or prohibit you from using or accessing any Service

(or any portion, aspect or feature thereof), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

Proprietary Rights in Service Content; Limited License

All content within all Services, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of LendingClub with all rights reserved. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without LendingClub's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post within a Service. Provided that you are eligible for use of a Service, you are granted a limited license to access and use the Service and to download or print a copy of any portion of the Service Content solely for your use in connection with your use of the Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Service Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Service Content is strictly prohibited. Any use of any Service or any Service Content other than as specifically authorized herein, without the prior written permission of LendingClub, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

You may review personal information (including credit data) posted by or relating to other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users. You may not reproduce any personal information (including credit data). Further, you represent and warrant that: (i) you do not have the ability to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (ii) you will not make any attempt to obtain data permitting you to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (iii) you will not accept any information from any third party that permits such a match; and (iv) you will make no such match.

Restrictions on Data Collection/Termination

Without our prior consent, you may not:

- use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
- frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Site's pages, or otherwise affect the display of this Site's pages;
- engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any LendingClub member or third party;

- Use data provided by LendingClub, provided in any manner whatsoever, for any competing uses or purposes. You further agree that you have never used data, provided in any manner whatsoever, from LendingClub in the past to compete with the products or services of LendingClub; or
- use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

We may terminate, disable or throttle your access to, or use of, this Site and any other Service at any time without notice for any reason, with or without cause at LendingClub's sole discretion.

The following provisions of these Terms of Use shall survive termination of your use or access to any Service: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to any Service.

User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through any Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory, fraudulent or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from any Service or for any other purpose. You further agree that you may not use any Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Service. In addition, you agree not to use any Service to:

- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- except where authorized by LendingClub, register for more than one User account, register for a User account on behalf of an individual other than yourself, operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from any natural person under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes from any User;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other malicious or tracking computer code, files or programs designed to track, interrupt,

destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- intimidate or harass another User;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from that person and LendingClub, or create a false identity on any Service; or
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of LendingClub, is objectionable or which restricts or inhibits any other person from using or enjoying any Service, or which may expose LendingClub or its Users to any harm or liability of any type.

User Content Posted within any Service

You are solely responsible for the personal or business information, photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content that you upload, publish, provide or display (hereinafter, "post") within or through any Service, or transmit to or share with other Users (collectively the "User Content"). It is against the Terms of Use to contact members directly or to attempt to enter into any lending transactions with members outside of any Service. You understand and agree that LendingClub may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of LendingClub violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content within any Service, you automatically grant, and you represent and warrant that you have the right to grant, to LendingClub an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with any Service or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from any Service at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review personal or business information (including credit data) posted by other Users within a Service, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users for any purpose other than in connection with your investment activities as an investor member.

INVESTOR MEMBERS: SECURITIES MATTERS

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

TERMS APPLICABLE TO INDIVIDUAL USERS

Registration Data; Account Security

In consideration of your use of any Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms in the Service or otherwise requested by us ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; (d) promptly notify us regarding any material changes to information or circumstances that could affect your eligibility to continue to use any Service or the terms on which you use the any Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

TERMS APPLICABLE TO BUSINESS AND OTHER ENTITY USERS

Eligibility: Business and Other Entity Users

Access to any Service for Users that are businesses, or other entities or persons acting on behalf of such businesses or entities, is intended solely for authorized representatives of businesses or other entities that are in good standing in each jurisdiction in which they are registered to conduct business and persons otherwise authorized by such businesses or entities to act in furtherance of the business or entity's use of a Service. By using any Service on behalf of a business or other entity, including as a sole proprietor, you represent and warrant that you are duly authorized in accordance with the foregoing by the business or other entity on behalf of which you are acting, that you have the power and authority to enter into binding agreements on behalf of the business or entity or in the capacity in which you are acting, and that the business or entity is in good standing in each jurisdiction in which it is registered to conduct business to the best of your knowledge. Furthermore, you confirm that you agree to all of the terms and conditions of these Terms of Use individually and on behalf of such business or other entity, and represent and warrant that you and such business or other entity will abide by all of the terms and conditions of these Terms of Use. If you, the business or entity, any other person acting on behalf of the business or entity or any guarantor (if applicable) violate any of these Terms of Use, or otherwise violate an agreement between the business or entity (or, if applicable, any guarantor) and LendingClub or any of its affiliates, LendingClub or such affiliate may terminate the business or entity's membership, delete any associated profile and any content or information in connection with the business or entity's membership and/or prohibit you, such business or entity and any other person acting on the business or entity's behalf from using or accessing any Service (or any portion, aspect or feature of any Service), at any time in its sole discretion, with or without notice.

Additional Representations: Business and Other Entity Users

In addition to the User Representations set forth above under "User Representations," which you hereby confirm on behalf of the business or entity member, you further agree, both individually and on behalf of the business or entity, not to use any Service to:

- register for multiple User accounts on behalf of the same business or entity;
- operate or otherwise utilize an account opened in the name of a business or entity for the benefit of any persons other than that business or entity;
- operate or otherwise utilize an account opened in the name of a business or entity for any purpose prohibited by law or regulation, any activity which that business or entity is not duly authorized to

conduct, or for any purpose prohibited by any other agreement between the business, guarantor or entity and LendingClub;

- operate a User account on behalf of any business or entity with regard to which you are not an authorized person with the power to enter into binding agreements on behalf of the business or entity;
- communicate with any other User regarding the business or entity, or its business operations, other than anonymously and publicly via the Site, or upload, post, transmit, share or otherwise make available any information or informational material identifying the business or entity or its business operations (other than Registration Data provided to LendingClub or other information requested by LendingClub or otherwise necessary for your use of any Service); and
- upload, post, transmit, share, store or otherwise make publicly available within any Service any private information regarding the business or entity, including, without limitation, addresses, phone numbers, email addresses, tax identification numbers and credit, or any personal information regarding persons associated with the business or entity (other than Registration Data provided to LendingClub).

Furthermore, you represent and warrant and agree, both individually and on behalf of the business or entity, that:

- all email addresses provided on behalf of the business or entity are and will be used by the business or entity for business purposes; and
- you will not represent or portray the business or entity as being affiliated with LendingClub in any capacity other than being a User of a Service without our prior written consent.

Registration Data; Account Security

In consideration of your use of any Service on behalf of a business or other entity member, you, individually and on behalf of such business or entity, agree to (a) provide accurate, current and complete information about the business or entity, yourself and any other principals and/or authorized representatives of the business or entity member as may be prompted by any registration forms on the Site or otherwise requested by LendingClub ("Registration Data"), including the business or entity's full legal name; (b) provide such materials as LendingClub may request to establish and/or verify your or any other person's identity or authority to enter into binding agreements on behalf of the business or entity, or to establish and/or verify the business or entity's legal existence, good standing in any jurisdiction and eligibility to use any Service, or to establish and/or verify your eligibility to act as guarantor with regard to any extension of credit requested by the business or entity; (c) maintain the security of any password and identification issued for use by or on behalf of the business or entity; (d) maintain and promptly update the Registration Data, and any other information provided to LendingClub by you or anyone else acting on behalf of the business or entity, to keep it accurate, current and complete; (e) promptly notify LendingClub regarding any material changes to information or circumstances impacting the business or entity's legal existence, good standing in any jurisdiction in which the business or entity is authorized to conduct business, or eligibility for continued use of any Service; and (f) be fully responsible for all use of any accounts opened on behalf of the business or entity and for any actions that take place using such account.

Scope of License to Use

For Users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Site granted above shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity for whom Registration Data has been provided to LendingClub while acting on behalf of the business or entity member in their

official capacities. Any access to or use of any Service by persons who are not authorized representatives of the business or entity, including but not limited to any representative for whom Registration Data has not been provided, voids this license and shall constitute a violation of these Terms of Use. Furthermore, this license is revocable by us at any time with regard to the business or entity member and/or any person acting on such business or entity's behalf without notice and with or without cause.

ALL USERS: INTELLECTUAL PROPERTY MATTERS

Trademarks

LendingClub and all other graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of LendingClub in the U.S. and/or other countries. LendingClub's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of LendingClub.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below, or as registered at <https://dmca.copyright.gov>:

Attention: Legal Department
595 Market Street, Suite 200
San Francisco CA, 94105
(415) 632 5600
(415) 632 5608
trademarks@lendingclub.com

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, LendingClub has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, the memberships of members who are deemed to be repeat infringers. LendingClub may also at its sole discretion limit access to any Service and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about any Service ("Submissions"), provided by you to LendingClub are non-confidential and shall become the sole property of LendingClub. LendingClub shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

ALL USERS: STACKIT TERMS OF USE

In these Stackit Terms of Use ("Terms of Use"), the words "we," "us," "our," and "LendingClub" mean LendingClub Bank, National Association. The words "you," "your," and "User" mean each and every person who accesses, uses, or interacts with any part of the Stackit service ("Stackit") offered by LendingClub, or any related service. Please review these Terms of Use before accessing or using Stackit. If you do not agree to these Terms of Use, without limitation or exclusion, you should not access or use Stackit.

These Terms of Use apply to each and every person who accesses, uses, or interacts with any part of Stackit or any related service. By accessing, using, or interacting with any part of Stackit or any related service, you signify that you have read, understand, and agree to be bound by these Terms of Use, regardless of whether you have registered with LendingClub as a member.

Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will update the Terms of Use and indicate the date the Terms of Use were updated. You understand and agree that your continued access, use, or interaction with any part of Stackit after we have made any such changes constitutes your acceptance of the new Terms of Use.

Overview

Stackit is a service offered by LendingClub that enables eligible users ("Stackit Users") to earn Rewards for qualifying purchases from retailers, brands, merchants, or other participating third parties ("Merchants"), subject to the terms and conditions set forth herein. For purposes herein, "Rewards" means any incentive that you may earn through Stackit, including but not limited to coupons, discounts, or other promotions offered by Merchants (collectively, "Offers"), or any cash back offered by us ("Cashback").

We may make available webpages, browser extensions ("Browser Extensions"), and mobile applications that allow Users to access Stackit (collectively, "Stackit Technology"). To use Stackit Technology you must have a compatible device. We do not warrant that Stackit Technology will be compatible with your device. We hereby grant you a non-exclusive, non-transferable, revocable license to use Stackit Technology for your personal use only. The foregoing license grant is not a sale of any Stackit Technology or any copy thereof, and we or our third-party partners or suppliers retain all right, title, and interest in all Stackit Technology (and any copy thereof). You acknowledge that we may from time-to-time issue upgraded

versions of Stackit Technology and may automatically electronically upgrade the version of Stackit Technology that you are using on your device. You consent to such automatic upgrading on your device and agree that these Terms of Use will apply to all such upgrades. All Stackit Technology originates in the United States and is subject to United States export laws and regulations. Stackit Technology may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, Stackit Technology may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of Stackit and Stackit Technology.

Your access to and use of Stackit and Stackit Technology may be interrupted for the duration of any scheduled, unscheduled, or unanticipated downtime, suspension or other unavailability, for any reason and in our sole discretion, including without limitation: (i) as a result of power outages, system failures or other interruptions, (ii) for scheduled and unscheduled downtime to permit maintenance or modifications to Stackit or Stackit Technology, (iii) in the event of a denial of service attack or other attack or event that we determine may create any risk to us, you or any of our users, customers, or licensees, or (iv) in the event that we determine that any aspect of Stackit is prohibited by applicable law or otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons. We shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any downtime, suspension or other unavailability of Stackit or Stackit Technology. We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, settings or other service interruptions. We do not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or settings.

We may terminate your access to all or any part of Stackit or Stackit Technology at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your use of Stackit and cancellation of any Rewards which remain unpaid.

Browser Extension

You may be required to install a Browser Extension and log in with your LendingClub credentials to access Stackit. Your use of any Browser Extension is subject to these Terms of Use, the LendingClub [Terms of Use](#), and the LendingClub [Privacy Policy](#). By clicking the "Add to" or "Install" button (or a similar button, as applicable), or by installing, activating, enabling, using, or otherwise accessing any Browser Extension, you acknowledge and accept the disclosures herein and agree to be bound by these Terms of Use, the LendingClub Terms of Use, and the LendingClub Privacy Policy. If you do not wish to be bound by these Terms of Use, the LendingClub Terms of Use, and the LendingClub Privacy Policy, do not click the "Add" or "Install" button, and do not install, activate, enable, access, click, or otherwise use any Browser Extension.

A Browser Extension enables us to display relevant Offers, Cashback, or other Rewards in your browser when you visit certain websites. When you are interacting with a Browser Extension, we will collect information about the Merchants, Offers, Cashback, or other Rewards that you select. A Browser Extension may also have functionality that does not depend upon your interaction with it. By installing a Browser Extension, you enable the Browser Extension to automatically collect information on the pages you visit using your browser so we can display relevant Offers, Cashback, or other Rewards. A Browser Extension may also collect information on the results pages of any searches you make so it can display Offers, Cashback, or other Rewards where relevant.

Information collected by a Browser Extension for these purposes may include date and time of use, browser type, browser version, URLs of web pages visited, general information about the visited web

page, product searches, product search results, information about products added to cart, and other product information. A Browser Extension may also collect and use data, such as the order contents and order total, from order confirmation pages, so that we may confirm your Rewards faster and more reliably. We do not intentionally collect or use for this purpose other types of information that may be included on a Merchant's order confirmation page, such as your address or partial payment information, although this information may be incidentally captured to the limited extent it is displayed by the Merchant. Any data collected by any Browser Extension will be used, stored, and disclosed in accordance with the LendingClub Privacy Policy. You may terminate all data collection by any Browser Extension by uninstalling the Browser Extension.

We may update a Browser Extension when a new version is released or when new features are added. These updates occur automatically. We reserve the right to add features or functions to a Browser Extension but have no obligation to make available to you any subsequent versions or new features that may be included in some versions of the Browser Extension.

Stackit Users

LendingClub members who have obtained a Personal Loan from LendingClub or through LendingClub platform are eligible to access Stackit and earn Rewards.

Rewards

Rewards may include Offers, Cashback, or other referral bonuses activated by the creation of trackable links (each, a "Link") for one or more Merchants. A Link may be embedded within a browser or other form of digital communication and may redirect you, or direct recipients with whom you share the Link, to one or more Merchants. In general, Links are configured to track and attribute transactions to you so that you may earn Rewards if you or someone to whom you send a Link completes a transaction with a Merchant.

Some transactions may not earn Rewards or may earn Rewards at a rate which is different from the rate indicated by Stackit. You are not guaranteed to earn Rewards from a transaction even if you (i) create a Link, (ii) share a Link, (iii) take an action to activate Cashback, (iv) receive a notification from Stackit, (v) receive an indication from Stackit that a transaction is eligible to earn Rewards, (vi) cause a transaction to be completed (whether directly or as a result of sharing a Link with someone who completes a transaction), or (vii) receive from Stackit a confirmation regarding a successful transaction. We may be required to nullify Rewards due to limitations established by certain Merchants that prohibit payments to Stackit Users who reside in certain geographies due to tax nexus or other considerations.

Even if the Stackit indicates that a transaction is eligible for or has generated Rewards, the transaction may fail to earn Rewards for several reasons, without notice to you, including without limitation: (i) Merchants may alter terms, conditions, or commission rates; (ii) Merchants may discontinue their programs; (iii) Merchants may exclude certain products or services from Rewards eligibility; (iv) Stackit may be suspended or terminated; (v) technical failures.

Technical failures related to Merchants or Stackit may result in transactions failing to be tracked or attributed to you. Links may fail to function properly, and Link tracking may cease to function during transmission when you share a Link with others. Links may be altered or disabled by web browsers or ad blockers. Merchants may reject transactions due to suspected policy violations. The communication channel or browser through which a Link is activated or shared may modify or block the Link, alter the tracking code, or strip out the tracking code.

Some Rewards originate from compensation we receive from Merchants. Merchants may have holdback periods during which they hold a pending payment for a specified period, for example, until the expiration

of a return policy and/or until a service is consumed. If we are not paid for a transaction by a Merchant, we will not provide any associated Rewards to you. We will only provide such Rewards to you after the transaction is successfully tracked and completed and after we receive payment for that specific transaction from the Merchant. If, for any reason or no reason, the Merchant pays less than expected amount or does not compensate us for the transaction, we reserve the right, in our sole discretion, to adjust or cancel the associated Rewards.

Any Reward amount which may be due to you is determined by us in our sole discretion. We reserve the right, in our sole discretion, to withhold, cancel or adjust the amounts or rates of any Rewards or Rewards payment, at any frequency for any reason at any time without notice to you, and we may apply such adjustments for all pending and unpaid Rewards. By using Stackit, you accept this condition. Additionally, we may choose in our sole discretion to institute a limit on how many times you may receive Rewards. We reserve the right at any time to cancel, modify, or restrict any aspect of Stackit and apply such changes retroactively to any Rewards which are accrued but not yet paid.

Intended Use

You may be rewarded for transactions completed by you or by others who click on a Link you have shared with them. You agree not to engage in or facilitate the promotion of Links through any channels that we do not permit ("Unapproved Channels"), including but not limited to those listed below. If you have questions or concerns about whether a specific promotional method is acceptable, please contact us in writing for written authorization before you begin using such a promotional channel. Failure to adhere to these restrictions may result in termination of your use of Stackit and the voiding of any unpaid Rewards. You agree not to allow any unauthorized third-party access to Stackit or to any information, data, text, links, images, software, chat, communications, and other content made available to you in connection with your use of Stackit. You agree to maintain the confidentiality of any usernames and passwords by which you access Stackit.

Unapproved Channels include without limitation: (i) any communications to people who did not provide consent or opt-in, or to recipient lists that were purchased or obtained illegally; (ii) any search advertising, browser plug-ins, toolbars, pop-up or pop-under advertising, display advertising, or any paid promotional channel; and (iii) any attempted or successful fraud, or the failure to abide by these Terms of Use. You shall not cause any transactions to be made or Rewards to be activated that are not in good faith, including but not limited to through the use of any device, program, bot, i-frame, or hidden frame.

You agree not to edit, remove or modify any element contained in a Link. Changing the Link may invalidate it or cause it to be inoperable. Certain communication platforms may block, alter or otherwise disable a Link, in which case the tracking and attribution may be inoperable, in which case no Reward shall be earned. Some Merchants may place cookies (or other forms of tracking beacons) on your device to recognize your device during a subsequent visit. This may enable the sender of the Link to earn a Reward for transactions which occur after the initial click on a Link. If you, or those clicking on your shared Link, block or delete cookies, tracking and attribution may be inoperable, in which case no Reward will be earned.

You are responsible for all usage and activity associated with your device and any account you may establish with us. If you attempt to earn Rewards by recommending a product or Merchant using a Link, the FTC Endorsement Guides may require you to reference that fact within your message when you send a Link. Learn more at www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking.

By using Stackit, you opt in and grant us the right to send you emails, text messages, app notifications and other forms of communications relating to your account, customer service inquiries, Rewards, payment

information, promotional opportunities, and third party notices.

Earning Cashback

We offer the ability for Stackit Users to earn Cashback on their purchases completed through Stackit. When we receive compensation for referring Stackit Users to Merchants, we may provide a portion of this fee to Stackit Users as Cashback. Compensation received by LendingClub may affect whether retailers and products appear on our site, where they are placed, and how we promote them to you. Participation in Stackit and the opportunity to earn Cashback are offered at our sole discretion and is subject to your compliance with these Terms of Use.

In order to earn Cashback online, you must use the shopping links provided through Stackit. If you visit other sites before completing your purchase or use coupons not provided through Stackit, your purchase might be associated with a service other than Stackit and you might not earn Cashback on your purchase. If you disable "cookies" on your computer, you may not be able to earn Cashback because cookies are used to authenticate Stackit Users and verify eligibility for Cashback.

Cashback Payments

When you activate Cashback and complete a purchase of an eligible product or service from a participating Merchant (or if you share a Link with someone who completes an eligible transaction using the Link), this may generate pending Cashback, which is conditional until confirmed by us. Any information sent or displayed to you regarding Cashback shall not create a contractual obligation.

We may alter or cancel pending Cashback for any reason, including without limitation: (i) charge-backs, (ii) product returns, (iii) duplicate entries or other accounting errors, (iv) the Merchant's non-payment, (v) the Merchant's non-receipt of payment; (vi) the Merchant's refund of payment to the purchaser; (vii) the Merchant's withdrawal from Stackit participation; (viii) alteration or cancellation of the Merchant's program; (ix) non-bona fide transactions, (x) our inability to contact you in order to validate transactions, (xi) your distribution of Links via Unapproved Channels, or (xii) your failure to comply with these Terms of Use or any Merchant policies or terms.

Cashback is redeemable in store e-gift cards or general-use cards via Tango Card Inc. ("Tango"). For the avoidance of doubt, Rewards offered through Stackit are not gift certificates, store gift cards, or general-use prepaid cards issued by LendingClub. When you redeem your Cashback, you will be asked to acknowledge and agree to Tango's [terms of service](#) and [privacy notice](#). Additionally, you must not be a resident of a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or be listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person" or similar designation under the OFAC sanctions regime. You further agree to provide additional information we may reasonably request to verify your identity as a condition for receiving payment.

Stackit Users may redeem their Cashback at any time after their outstanding Cashback balance equals to or exceeds \$5.00. If Stackit Users select to redeem eligible Cashback balance, the entire balance ("Redemption Balance") will be available for redemption via Tango at that time. Redemption of partial Cashback balances is not permitted. Cashback balances below \$5.00 will remain within Stackit for potential redemption in the future. Stackit Users may redeem the Redemption Balance in one or more e-gift cards until the Redemption Balance is \$0. Cashback accrual rates vary depending on Merchant policies and reporting schedules. For example, Cashback for travel-related purchases typically does not accrue until after travel has been completed. We reserve the right to delay Rewards for any purchase based on changes to Merchant policies at any time. We are not responsible for e-gift cards delivered to the wrong person or address, or for e-gift card errors made by Tango.

Cashback Adjustments

In our sole discretion, we may deduct amounts from your Cashback balance to make adjustments for returns and cancellations with respect to Cashback-eligible purchases. Whether a given purchase qualifies for Cashback is determined in our sole discretion. If a Merchant fails to report a transaction to us or fails to make payment to us for any reason in connection with a transaction, we reserve the right to cancel the Cashback associated with that transaction. It is your responsibility to monitor your Cashback status to ensure that Cashback has been properly credited and paid, and that your Cashback balance is accurate. If you believe that a Cashback amount has not been correctly credited to you, you must contact us within ninety (90) days of the transaction.

We may make account adjustments for any Cashback that we, in our sole discretion, deem fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with these Terms of Use or any applicable law or regulation. Our decisions are final. Should you disagree with any Cashback adjustments that we make, your sole remedy is to stop participating in Stackit.

Merchants

We reserve the right, without notice to you, to add or remove Merchants, change commission rates from Merchants, and determine to which Merchant we direct a Link. You agree that we have the right, but not the obligation, to seek on your behalf any and all Rewards or potential Rewards from Merchants. You agree that we have no special relationship with or fiduciary duty to you and you acknowledge that we have no duty to take any action regarding any Rewards or potential Rewards from any Merchants. We do not guarantee that merchants will honor Offers. Offer codes may be expired or invalid. Offers may not be eligible for your transaction, based upon exclusions, terms and conditions determined by Merchants.

A product or service purchased from any Merchant or other third party is governed by and subject to the policies, including applicable exchange and shipping policies, of such Merchant or other third party. You agree that we are not agents of any Merchant or other third party. Accordingly, your participation in any offer or transaction with any Merchant or other third party, and your correspondence with any Merchant or other third party, is solely between you and that Merchant or other third party. We do not assume any liability, obligation, or responsibility for any part of such offer, transaction, or correspondence, including, without limitation, the withdrawal or modification of any such offer or transaction. We are not responsible for any changes to or discontinuance of any Merchant or other third party, for the withdrawal of any Merchant or other third party from Stackit, or for any effect on the accrual of Cashback caused by such changes, discontinuance, or withdrawal.

We do not endorse, warrant or guarantee the products, services or content of Merchants or other third parties, and we are not responsible for their activities, policies, products or services. When you use Stackit to access Merchants or other third parties, you do so at your own risk. Merchants and other third parties are not under our control, and you acknowledge and agree that we are not responsible or liable, directly or indirectly, for any aspect of content, functions, accuracy, transactions, legality, privacy policies, practices, terms of use, prices, offers, rates, opinions expressed, appropriateness or any other aspect of such third parties. We do not guarantee that the product details, prices, coupon availability or other service terms, rates or Rewards offered by any particular Merchant or other third party through Stackit are actually the terms that may be offered or provided to you. We encourage you to be aware when you visit a third party's website and read the applicable terms, conditions, and privacy policy of each website.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or relating to your use of or reliance on any such transaction, purchase, content, goods or services available from or through any such Merchant or third party. By using

Stackit, you release and hold us harmless from any and all liability arising from your use of any Merchant or third-party website or service. If there is a dispute between you and any Merchant or third party, you agree that we are under no obligation to represent your interests in any way.

To the maximum extent permitted by applicable laws and regulations, you release LendingClub, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to your use of Stackit. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Taxes

You are responsible for independently assessing and complying with all relevant tax and legal requirements. We do not and will not provide you with tax or legal advice. In the event that, during any single calendar year, a Reward payment would result in payment to you of \$600 or more, we may require you to provide us with a completed IRS Form W-9 and we may thereafter issue a Form 1099 for that calendar year. We may utilize a third-party service provider to perform this function. If we require a completed Form W-9 from you and you fail to provide one, we reserve the right to void any Rewards.

ALL USERS: MISCELLANEOUS TERMS

Links to Other Web Sites and Content

By using a Service, you may access or receive links to other web sites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through any Service or any Third Party Content posted within any Service, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave any Service and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate.

User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

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Please review our Privacy Policy, which is hereby incorporated by reference into these Terms of Use. By using any Service, you are consenting to the Privacy Policy and agree to have your personal data transferred to and processed in the United States.

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IN ADDITION TO THE SPECIFIC SECURITIES LAWS PROVISIONS DESCRIBED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR MEMBERS: SECURITIES MATTERS", CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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By accessing or using any Service, you agree that the laws of the State of Utah, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Use. If you obtain credit, the terms of the credit transaction will be governed by Federal laws and the laws of the State of Utah to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

Indemnity

You agree to indemnify and hold LendingClub, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share within or through any Service, your use of any Service, your conduct in connection with any Service or with other Users, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor member or while registering as an investor member in connection with their (i) posting of User Content or (ii) use of the Site.

Other

The failure of LendingClub to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.