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### **Privacy**

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Additionally, you agree that you will not (i) remove or alter any author, trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) make any other modifications to any documents obtained from the Site other than in connection with completing information required to transact business with Convenience Select.

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# **Site Security**

As a condition of your use of this Site, you agree that you will not, and you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the Convenience Select network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via means of submitting a virus to this Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" or (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

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This Site may contain links to outside services and resources, the availability and content of which Convenience Select does not control. We are not responsible for examining or evaluating, and we do not warrant the offering of these businesses or individuals or the content of their web sites. Convenience Select does not assume any responsibility or liability for the actions, products, and content of these and any other third parties. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular outside service or resource.

#### Collection of Information

If credit is extended to a consumer, Convenience Select may consider the bank account information provided by the consumer as eligible to process payments against if customer permits Convenience

Select to do so. As part of Convenience Select's information collection process, we may detect additional bank accounts under the ownership of the consumer. Convenience Select may consider these additional accounts to be part of the application process.

### **Disclaimers**

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### Indemnity

By using the Site, you agree to defend, indemnify, and hold harmless Convenience Select from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that Convenience Select may become obligated to pay arising or resulting from your use of this Site, the Content, or your breach of these Terms of Use. Convenience Select reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

### **Minors**

This Site is not directed at children under the age of eighteen (18) and Convenience Select does not knowingly collect personal information from any child under the age of eighteen (18) at this Site.

# **Inactive Applications**

Loan applications are canceled after 7 days of inactivity.

### **Household Limitation**

Only three (3) active loan or line of credit per household may be outstanding at one time.

# Severability

Any failure by Convenience Select to exercise any rights or enforce any of these Terms of Use shall not constitute a waiver of such rights or terms. If any provision of these Terms of Use or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms of Use, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law. These Terms of Use constitute the entire agreement between you and Convenience Select with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Convenience Select with respect to such use are hereby superseded and cancelled.

#### Law and Venue

This Site is located in the State of Texas. These Terms of Use and the relationship between you and Convenience Select shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Travis County, Texas, and agree and consent that such courts are the exclusive forum for litigation of any claim or cause of action arising out of or relating to your use of this Site or the Content. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to your use of this Site or the Content must be filed within one year after such claim or cause of action arose or be forever barred.

### **COOKIES**

"Cookies" are small data files transferred by a website to your computer's hard drive. Convenience Select or its service providers send cookies when you surf our site or sites where Convenience Select ads appear, make purchases, request or personalize information, or register yourself for certain services. Accepting the cookies used on our site, sites that are "powered by" another company on Convenience Select's behalf, or sites where our ads appear may give us access to information about your browsing preferences, which we may use to personalize and enhance your experience. Cookies are typically classified as either "session" cookies or "persistent" cookies.

- Session cookies do not stay on your computer after you close your browser.
- Persistent cookies remain on your computer until you delete them or they expire.

Generally speaking, web browsers automatically accept cookies by default. That being said, you can typically prevent cookies or selectively accept cookies by adjusting the preferences in your browser. If cookies are not accepted, there may be some features of our site that will not be available and some Websites may not display properly. In most instances, however, a customer may refuse a cookie and still be able to navigate our website without issue.

A web browser is usually set to accept cookies automatically but can be changed to decline them. Information on how to adjust cookie preferences (e.g., preventing your browser from accepting new cookies, etc.) are located in the help and support section of your browser. In most cases, a visitor may refuse a cookie and still fully navigate our Website.

Convenience Select does not store passwords or any other information about a visitor in a cookie that would identify them, locate them, and determine their preferences or their financial activity. Aggregated customer information may help Convenience Select assess the performance of its website and develop strategies to maximize utility. This information may be provided to other companies, including but not limited to third party advertisers. This information does NOT include any personal details that can be used to identify individuals.

The cookies that Convenience Select uses on its Website

- Security Cookies Session cookies used to support security measures within the site.
- Convenience Select Contains a session cookie recognizing applicant to process loan application through completion
- Google Analytics Web analytics tracking
- Google Adwords Conversion tracking

How long does Convenience Select keep personal information?

- Convenience Select will maintain the information that is necessary to enable Convenience Select to provide the requested service and only for as long as it takes Convenience Select to provide any such requested service.
- Convenience Select may still need to keep personal details of customers to ensure that systems reflect your preferences even if a customer has chosen to opt out of allowing Convenience Select to use that customer's personal details for marketing purposes.
- Convenience Select may keep records of any transactions a customer enters into on the Convenience Select Website for a minimum of six years from the end of Convenience Select's relationship with the customer.
- Convenience Select may keep other information about a customer only to the extent necessary to comply with applicable laws and to further legitimate business needs.
- \* The actual amount of loan that a customer qualifies for may vary based on credit determination and state law. Minimum loan amounts vary by state.
- \*\* Example: Loan Amount: \$4300.00, Annual Percentage Rate: 40.00%, Number of Payments: 30, Monthly Payment: \$228.94
- † The approval process may take longer if additional documents are requested. Approval and loan terms will vary based on credit determination and state law.
- ‡ Funds are generally withdrawn via ACH on the first of every month or next business day Monday-Friday.