

Verifen Funding Terms of Use

Effective Date: July 16, 2025

Welcome and Agreement Overview

This document sets forth the agreement between you and Verifen Funding LLC ("Verifen Funding," "we," or "us") regarding your use of our website www.verifen.com (the "Site") and any related services ("Services"). By accessing or using our Site or Services, you agree to comply with these Terms and our Privacy Policy. If you do not agree, please discontinue use immediately.

1. Our Service Offering and Scope

Verifen Funding provides business-focused services designed to connect small business owners with financial institutions. We may update, change, or discontinue services at any time.

- **Funding Match Platform:** We facilitate connections between eligible businesses and lenders, credit unions, and other funding sources.
- **Expanding Services:** Additional offerings may be introduced, which will be subject to these Terms.

2. User Responsibilities and Site Usage

By registering or using Verifen Funding's Site and Services, you agree to:

- Use your account exclusively for your own business needs.
- Maintain accurate and truthful information.
- Assume responsibility for interactions with third parties.
- Recognize that matches or funding are not guaranteed.
- Comply with all applicable laws and regulations.
- Use Services solely for legitimate business purposes.

3. Intellectual Property and Content Rights

- Verifen Funding owns all intellectual property related to the Site and Services.
- Users may not copy, reproduce, or create derivative works from any proprietary material.
- By submitting content, you grant us a worldwide, royalty-free license to use and distribute your submissions for service purposes.

4. External Links and Third-Party Relationships

Our Site may include links to third-party websites or advertisers. These are provided for convenience and do not constitute endorsements. We are not responsible for third-party content or transactions.

5. Service Warranty and Availability Disclaimer

The Site and Services are provided “as is” without warranties. We do not guarantee uninterrupted or error-free service and disclaim liability for third-party content.

6. Limiting Our Liability

To the fullest extent permitted by law, Verifen Funding disclaims liability for damages related to your use of the Services, with our maximum financial responsibility capped at \$25 or the fees you have paid.

7. Your Agreement to Protect Us

You agree to indemnify and defend Verifen Funding and its affiliates from any claims arising out of your use of our Site or Services, or your violation of these Terms or applicable laws.

8. How We Handle Your Information

- Your use of our Site and Services is subject to our Privacy Policy.
- We may disclose information to comply with legal obligations or to protect rights.
- We employ security measures to protect your data.
- We may analyze anonymized data to improve our Services.
- By submitting content, you grant us a license to use it as needed.

9. Prohibited Activities and Usage Restrictions

You may not:

- Use the Services as a money transmitter or for unauthorized resale.
- Act on behalf of third parties.
- Misuse or abuse the Services.
- Violate agreements with payment providers linked to the Services.
- Attempt to replicate or derive new services from ours.
- Use the Services for personal bank accounts or illegal purposes.

10. Resolving Disputes Through Arbitration

We agree to resolve disputes via binding arbitration, foregoing class actions and jury trials. Arbitration will follow AAA rules, with certain exceptions.

- New users may opt out of arbitration by submitting a written notice within 30 days to:
Verifen Funding LLC
3044 Coney Island Avenue, Mailbox #7
Brooklyn, NY 11235

11. Telephone Communications and Consent to Contact

- **Call Monitoring and Recording.** You acknowledge and agree that telephone calls made to or from Verifen Funding LLC, including its agents and affiliates, may be recorded or monitored for quality assurance and training purposes.
- **Accuracy of Contact Details.** You affirm that any contact information you provide to Verifen Funding, including your name, mailing address, email address, and telephone numbers (business, residential, or mobile), is accurate and belongs to you. You confirm you are the rightful subscriber or owner of all phone numbers submitted. Providing a phone number that is not yours is strictly prohibited. Should any of your contact details change, including ownership of any telephone numbers, you agree to notify us promptly before the change occurs by either replying STOP to any text message you receive from us, calling (888) 788-6160, or sending written notice via email to privacy@verifen.com.
- **Consent to Automated Communications.** By voluntarily providing your phone number(s), you expressly consent to receive autodialed, prerecorded, or artificial voice calls and text messages (including SMS, MMS, or future messaging technologies) from Verifen Funding and its authorized representatives concerning promotions, your account, transactions, or your relationship with us. This consent applies even if your number is listed on any state or federal Do Not Call registry. You also consent to be contacted via any email, mailing address, or phone number you or your representative provide, or that we obtain through lawful means such as caller ID or skip tracing. This consent continues even if your account is closed or relationship with us ends, unless you opt out as described below. Consent to receive automated promotional communications is not required to purchase products or services.
- **Opt-Out Procedures.** You may opt out of receiving automated text messages at any time by replying STOP to any text message received from us. Reply HELP for assistance. Please note that messaging may come from multiple shortcodes; replying STOP to one shortcode does not unsubscribe you from all. To opt out of automated voice calls, you must provide written notice to privacy@verifen.com including your full name, mailing address, account number, and the phone number(s) for which you revoke consent. It may take up to 30 days to process your opt-out request. Non-automated calls may still be made to you. Please be aware that third parties who have your contact details may still contact you despite your opt-out request; we are not responsible for those communications.
- **Charges for Messages and Calls.** Receiving automated calls or texts from Verifen Funding does not incur a fee from us. However, standard

message and data rates may apply per your phone carrier's plan, which you are responsible for. Please check your wireless plan for details.

- **Unauthorized Phone Use.** You agree to promptly notify Verifen Funding if your telephone device is lost, stolen, or if you suspect unauthorized use. Although we are not liable for losses from unauthorized use, you may be responsible for any resulting damages.
- **Your Indemnification.** You agree to indemnify and hold Verifen Funding harmless from any claims, liabilities, or expenses (including reasonable attorney fees) arising from your providing inaccurate or unauthorized telephone information or failure to update contact details, including claims under the Telephone Consumer Protection Act or equivalent laws.
- **Release of Claims.** You release Verifen Funding from all claims, damages, or liabilities related to telephone calls or text messages you receive from us, including those alleging violations of federal or state telemarketing, privacy, or consumer protection laws.
- **General Responsibilities.** You are responsible for obtaining and maintaining all equipment, devices, and services necessary to receive calls and messages. Availability of text messaging may vary by carrier and device compatibility. Your obligations under this section survive termination of these Terms.
- **Text Message Service Terms.** By opting in to Verifen Funding's text message service ("SMS Service"), you accept these terms, including binding arbitration and waiver of class actions as outlined in Section 10 ("Dispute Resolution by Binding Arbitration"). You authorize Verifen Funding to send marketing and service messages to the phone number you provide, using autodialing or manual methods. Opting in is not a condition of purchase or service.
- You affirm you are authorized to use the phone number provided. After opting in, you may receive welcome or administrative messages, including requests to confirm your opt-in. You may cancel the service anytime by texting STOP, after which you will receive a confirmation message and no further texts will be sent unless you re-subscribe.
- For help, text HELP or contact support@verifen.com or call (888) 788-6160. Carrier delays or failures in message delivery are not our responsibility.
- Message and data rates may apply. You may receive up to 15 messages per month. Contact your wireless provider for details.
- For privacy questions, see: <https://www.verifen.com/privacy-policy/>

12. Governing Law and Legal Jurisdiction

These Terms and your use of Verifen Funding's Site and Services are governed by the laws of the State of New York, without regard to conflict of law principles. You

agree that any legal disputes will be resolved exclusively in the federal or state courts located in Kings County, New York.

You acknowledge that breaches of these Terms may cause irreparable harm, entitling Verifen Funding to seek injunctive relief or other equitable remedies without posting bond.

These Terms, the Privacy Policy, and any applicable payment or service terms constitute the entire agreement between you and Verifen Funding, superseding any prior agreements.

FAQs are for informational purposes and are not part of this agreement.

Provisions of these Terms will survive termination. Failure to enforce any provision does not waive rights.

If any provision is invalid, the rest remain effective.

All claims or actions related to these Terms or use of the Site must be filed within one year of the event or be barred.

Section titles are for reference only and have no legal effect.

13. Ownership and Protection of Content

All visual and textual elements on www.verifen.com, including graphics, logos, trademarks, sound, and code ("Content"), are owned by Verifen Funding and protected by intellectual property laws. Unauthorized use of such Content may result in legal action.

14. Confidentiality and Security

We take reasonable measures to protect your account information but cannot guarantee absolute security, especially if you share credentials with others. You acknowledge your responsibility for safeguarding your information.

Use of our Services is subject to our Privacy Policy.

15. Updates to Terms of Use

Verifen Funding may update these Terms to reflect changes in our operations, policies, or legal requirements.

Material changes will be communicated via email to your registered address or through notices on the Site.

Please review these Terms periodically. The effective date at the top reflects the latest revision.

16. Termination and Account Suspension

This agreement becomes effective once you use the Site or Services and remains in effect until terminated.

Verifen Funding may suspend or terminate your account at any time, with or without cause, and with or without notice.

We reserve the right to retain your account information to comply with legal or regulatory obligations.

If suspended for violation of these Terms, fees paid are non-refundable and any pending payments become due immediately.

You may terminate your account through the procedures described in the "Cancellations" section.

Sections 10 (Dispute Resolution) and 11 (Telephone Communications) will survive termination.