

Terms of Application

Last updated: July 16, 2025

By agreeing to these Terms of Application (such as by clicking an acceptance button), you, acting individually and on behalf of the business entity listed in the application (together, the "Applicant"), confirm and agree to the following conditions.

PLEASE NOTE THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND A WAIVER OF JURY TRIAL RIGHTS. YOU MAY OPT OUT AS DESCRIBED BELOW.

1. You represent that you have the authority to submit this application and any related documents on behalf of yourself and the Applicant, and to provide the consents and authorizations described herein.
2. This application is submitted to Verifen Funding LLC ("Verifen Funding") and its third-party lenders, finance companies, and other entities involved in providing commercial financing or purchasing receivables (collectively, the "Recipients").
3. Upon approval of this application, you are authorized to execute financing agreements on behalf of the Applicant. Note that certain financing products may require a personal guaranty.
4. You confirm all information submitted to Verifen Funding and/or Recipients is truthful, complete, and accurate, and you will promptly notify Verifen Funding of any changes to such information.
5. Verifen Funding and Recipients may rely on the information provided for any decisions or actions related to this application.
6. Except for consumer credit reports, Verifen Funding may share your application information and documents with Recipients to facilitate your financing request.
7. Verifen Funding and Recipients may exchange information about you and the Applicant for purposes related to administration, marketing, and servicing, as permitted by law. Your personal information may also be shared with the Applicant during underwriting.
8. You and the Applicant release and waive any claims against any party providing information about you or the Applicant.
9. You agree to the terms of the Verifen Funding Credit Gathering Authorization [link here: www.verifen.com/credit-gathering-authorization], which authorizes Verifen Funding and Recipients to obtain credit reports and other relevant information regarding the Applicant.
10. **Dispute Resolution and Arbitration Agreement:**
To resolve any disputes efficiently and economically, you and Verifen

Funding agree that any dispute may be submitted to binding arbitration rather than court litigation ("Agreement to Arbitrate"). Arbitration is a less formal process than a lawsuit, involves a neutral arbitrator instead of a judge or jury, and limits court review. The arbitrator may award the same remedies a court could. Arbitration will be conducted on an individual basis only; class or representative claims are prohibited. The arbitrator's authority to grant relief is limited to the individual claimant's needs.

- You waive any right to participate in a class action or representative proceeding against Verifen Funding.
- This arbitration agreement covers all disputes between you and Verifen Funding, including those based on contract, tort, statute, fraud, or any other legal theory, regardless of when such claims arose.
- Exceptions: Nothing in this Agreement waives your or Verifen Funding's right to pursue enforcement through governmental agencies, seek injunctive relief in court, or bring intellectual property infringement claims in court.
- Arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Dispute Resolution Procedures ("AAA Rules"), as modified herein. The AAA Rules and forms are available at www.adr.org or by calling 1-800-778-7879.
- To initiate arbitration, you must send a written Notice of Dispute by certified mail to:
Verifen Funding LLC, Legal Department, 3044 Coney Island Avenue, Mailbox #7, Brooklyn, NY 11235.
The Notice must include a description of the dispute and the relief requested. If not resolved within 30 days, arbitration may proceed.
- For claims up to \$10,000, Verifen Funding will reimburse your arbitration filing fees upon request unless the claim is deemed frivolous, in which case you must reimburse fees paid by Verifen Funding.
- You may choose whether arbitration is conducted based on documents only, by phone, or in person. In-person hearings will be held in Brooklyn, NY.
- The arbitrator will provide a written decision with findings and conclusions.
- Class or representative arbitrations are prohibited unless both parties agree otherwise.
- **Opt-Out:** New users may reject this arbitration agreement by mailing a signed written Opt-Out Notice postmarked within 30 days of first accepting these Terms to:

Verifen Funding LLC, Legal Department, 3044 Coney Island Avenue, Mailbox #7, Brooklyn, NY 11235.

The notice must include your name, address, username/email associated with your account, and signature.

- If you opt out, the arbitration clause will not apply to you, but all other Terms will remain effective.
- Any future changes to this arbitration agreement may be rejected by written notice within 30 days, which will result in immediate termination of your account.
- If any part of this arbitration provision is found invalid or unenforceable, the remaining provisions will remain in effect. If the entire provision is unenforceable, disputes will be resolved in court as outlined in Section 15 of these Terms.

IMPORTANT: This application is for commercial financing or purchase of future receivables only. Funds may not be used for personal, family, or household purposes.

Federal Law Notice:

Financial institutions are required to verify the identity of individuals and entities opening accounts or establishing relationships. This includes collecting name, address, date of birth, Social Security or tax identification numbers, and other information to confirm your identity. You may be asked to provide supporting documents.