

Business Registration Status:

Delaware C-Corp, Rapidly Financial Inc. (2/27/2017)

State Licensing Prioritization:

CA - Financial Lender Law License (up to 8 months) -

Pilot Program Approval

36% interest APR + loan fee (85 or 9% of the loan principal)

TX - Regulated Lender 247 License (3 MONTHS)

FL - Small Loan License

PA - Consumer Discount Lender

Loan Products:

YCA: unsecured seasonal loan product ranging from \$100 to \$500 offered from April 1 until November 30th online in CA, DC, MD, TX, and PA. This product APR ranges from 25-90% depending on state regulations including all potential fees associated with disbursement..

ICA: secured seasonal loan product ranging from \$100 to \$500 offered from December 1 until January 23rd online and in offices paid back through anticipated federal tax refund. This product APR ranges from 90-320% depending on state regulations including all potential fees associated with disbursement.

TCA: secured seasonal loan product ranging from \$500 to \$2,000 offered from January 23 until March 31st online and in offices paid back through anticipated federal tax refund. This product APR ranges from 30-215% depending on state regulations including all potential fees associated with disbursement.

SCO: factored loan product ranging from \$100 to \$4,999 offered from February 23rd until October 1st online and in offices paid back with anticipated federal tax refund. This product APR ranges from 100-400% depending on state regulations including all potential fees associated with disbursement.

Services offered and performed:

Cash advances: We offer a suite of online loan products throughout the year based on non-FICO factors to subprime borrowers often excluded by other products.

Tax preparation services: We offer online DIY services, online assisted services, and seasonal in-office tax preparation services.

Refund transfer services: We offer refund transfer products and refund-based loans. We offer these products instantly or same-day to select customers in select states.

Geographies:

California
District of Columbia
Maryland
Texas
Pennsylvania

Disclosure Rates (varies by state; below is the aggregate)

Cash advance: 35-490% APR

Instant transfer fee: 5% or \$25 (whichever is less)

Late payment fee: \$16.00

Penalty APR: 29.99%

Return Payment Fee: \$30.00

Early Repayment Discount: 5% off remaining principal + fees

Tax refund repayment (YCA-only): 5%

Terms and Conditions:

Agreement between User and www.rapidly.co

Welcome to www.rapidly.co. The www.rapidly.co website (the "Site") is comprised of various web pages operated by Rapidly Financial Inc. ("Rapidly Cash"). www.rapidly.co is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.rapidly.co constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.rapidly.co is an E-Commerce Site.

We offer online financial services through our lending marketplace and tax preparation platform

Privacy

Your use of www.rapidly.co is subject to Rapidly Cash's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.rapidly.co or sending emails to Rapidly Cash constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Rapidly Cash is not responsible for third party access to your account that results from theft or misappropriation of your account. Rapidly Cash and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Rapidly Cash collects personally identifiable information from children under the age of thirteen. Rapidly Cash collects this information for the following reason(s):

To e-file and prepare personal income taxes for our users many enter personal information about their children and dependents that may be under the age of 13.

We provide information about our personal data practices for children on our home page and wherever we knowingly collect personal data from children on our Web site. No children under the age of thirteen, have permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement. If you are under 18, you may use www.rapidly.co only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.rapidly.co may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Rapidly Cash and Rapidly Cash is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Rapidly Cash is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Rapidly Cash of the site or any association with its operators.

Certain services made available via www.rapidly.co are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.rapidly.co domain, you hereby acknowledge and consent that Rapidly Cash may share such information and data with any third party with whom Rapidly Cash has a contractual relationship to provide

the requested product, service or functionality on behalf of www.rapidly.co users and customers.

No Unlawful or Prohibited Use/Intellectual Property

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Rapidly Cash or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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Third Party Accounts

You will be able to connect your Rapidly Cash account to third party accounts. By connecting your Rapidly Cash account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Rapidly Cash from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Rapidly Cash Content accessed through www.rapidly.co in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Rapidly Cash, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Rapidly Cash reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Rapidly Cash in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Rapidly Cash agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Termination/Access Restriction

Rapidly Cash reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rapidly Cash as a result of this agreement or use of the Site. Rapidly Cash's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Rapidly Cash's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Rapidly Cash with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Rapidly Cash with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Rapidly Cash with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Rapidly Cash reserves the right, in its sole discretion, to change the Terms under which www.rapidly.co is offered. The most current version of the Terms will supersede all previous versions. Rapidly Cash encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Rapidly Cash welcomes your questions or comments regarding the Terms:

Rapidly Financial Inc.

995 Market St

San Francisco, California 94103

Email Address:

Telephone number:

Effective as of July 01, 2017

Loan Application:

First Name

Last Name

Employer

Date of Birth

Cash Advance Amount Request

Bank

Bank Account

Bank Routing Number

Previous Year's Tax Return

3 recent pay stubs