

# REAMERGE

## TERMS OF USE

Please read these Terms of Use (the “Agreement” or “Terms of Use”) carefully before using our website, which we refer to as the “Site.” By using the Site in any manner, even just browsing the Site, you agree to be bound by this Agreement.

This is a legally binding contract between you and the Company. If you have any questions about its meaning you should consult with an attorney before using the Site.

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR REGISTERING AT THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR REGISTER FOR OUR SITE.**

### Summary of Service

REAMERGE is an electronic platform where qualified investors can view loans made to small businesses. We refer to each these loans as an “Underlying Loans.” For example, an Underlying Loan might consist of a business loan to the owner of a gas station or 7-11 (we refer to this person as the “Borrower”). Each Underlying Loan is held by a separate limited liability company formed in Delaware. We refer to each of these limited liability companies as an “Investment LLC.”

If an investor wants to invest, he or she can make a loan to the Investment LLC holding the Underlying Loan. The investor’s loan is evidenced by a promissory note, which we refer to as the “Note.” The Note gives the investor the right to receive payments of interest and principal.

The Note held by the investor borrower-dependent. *That means that the investor has the right to receive payments with respect to the Note only if, and only to the extent that, the Investment LLC receives payments from the Borrower with respect to the Underlying Loan.* At the extreme, if the Borrower never makes any payments with respect to the Underlying Loan, the investor would lose all his or her investment.

That is only a summary. For a more detailed description, you should review the Investor Information section of the Site.

### Definitions

Anyone who uses or registers at the Site is referred to in these Terms of Use as a “User.”

The service provided by the Company is referred to as the “Service.”

In providing the Service, the Company makes various material and information accessible at the Site, including material uploaded by Users. We refer to this as “Content.”

### Acceptance of Terms

You will be deemed to have consented to the terms of this Agreement by using or registering at the Site. We may also ask you to indicate your consent more formally by checking a box or otherwise taking an affirmative action.

The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use and all other operating rules, policies, and procedures we may publish on the Site, which are incorporated by reference. These Terms of Use apply to every User. In addition, some services may be subject to additional terms and conditions adopted by the Company.

The Company may, at its sole discretion, modify or replace these Terms of Use by posting the updated terms on the Site. Unless otherwise indicated by the Company, any changes will become effective on a prospective basis from the date of posting. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

The Site offers you the ability to be notified by email when there have been changes to the Terms of Use. To sign up for these notices, go to the appropriate place on the Site.

The Company reserves the right to change, suspend, or discontinue the Service or any of its features at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

You represent that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. If you are not 18 you must stop using the Site. The Company may ask for proof of age from you and suspend your account until you comply. The Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in those jurisdictions.

### **Relationship to Privacy Policy and Other Contracts**

Our Privacy Policy is part of this Agreement.

In addition, we may ask that you agree to other terms and conditions depending on your use of the Site. All of such other terms and conditions become part of this Agreement.

There are no agreements or understandings concerning your use of the Site that are not reflected in this Agreement. This Agreement supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Company with respect to the Service.

### **Registration**

You may browse the Site without registering, but to review investment opportunities you must register and select a screen name ("User ID") and password. You promise to provide accurate, complete, and updated registration information. You shall not use as a User ID any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. The Company reserves the right in its sole discretion to refuse registration of or cancel a User ID.

You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. We will treat anyone who uses your User ID and password as "you" for all purposes, and we will hold you responsible for the activities of the person using your password. You will never allow any other person to use your account, nor will you use the account of any other User. You will immediately notify the Company in writing of any unauthorized use of your account, or other known account-related security breach.

## **Electronic Delivery**

You consent to receive from the Company all communications including notices, agreements, legally required disclosures, or other information in connection with the Services electronically. The Company may provide the electronic notices by posting them on the Site. If you desire to withdraw your consent to receive notices electronically, you must discontinue your use of the Services.

## **Securities Offerings**

REAMERGE is not a registered broker-dealer, funding portal, or investment advisor and does not conduct any activity that would require such registration. The securities offered on the Website have not been registered under the Securities Act of 1933, in reliance on the exemptive provisions of Section 4(2) of the Securities Act and Regulation D and Rule 506. Securities sold through private placements are restricted and not publicly traded, and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon or endorsed the merits of any offering on this Website.

## **Dwolla Agreement Incorporated**

REAMERGE uses Dwolla as its third party service provider for payment services. By buying securities on REAMERGE you agree to be bound by Dwolla's Privacy Policy and Terms of Service. You hereby consent and authorize REAMERGE and Dwolla to share any information and payments instructions you provide with Third Party Service Provider(s) to the minimum extent required to complete your transactions.

## **Use of Site**

You will use the Site only for the purpose for which it was intended, *i.e.*, to provide the Service. You will not use the Site for any other purpose, whether personal or commercial. The Service is provided only for your own personal, non-commercial use, except as otherwise provided. You are responsible for all of your activity in connection with the Service.

## **Prohibited Conduct**

You will not:

- Upload, email, or otherwise transmit any images or other Content that are unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private, or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Post Content that is false, misleading, or inaccurate.
- Register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity.

- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.
- Transmit materials that contain any viruses or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Intimidate or harass another user.
- Use the Service to artificially generate traffic or page links.
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity.
- Use the Service in a manner that breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Use the Site in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site, such as through sending "spam" email.
- 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.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Site.
- Use the Site to violate any law, statute, or regulation (including, without limitation, those governing securities regulation, consumer protection, unfair competition, anti-discrimination, or false advertising) or for any other unlawful purpose.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures the Company may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service); (iv) run Maillist, Listserv, or any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

### **Contacting Borrowers**

You will not contact any Borrower at any time or for any reason.

### **Our Obligation to Enforce Rules**

We will enforce these Terms of Use wherever we become aware of violations and deem enforcement to be necessary. However, we do not necessarily monitor the Site for violations and are not liable for any harm or damages caused to Users by another User's violation(s). If you believe our rules are being violated, please contact us.

### **Our Right to Monitor**

We may (i) monitor your use of the Site, including email, and other Content you transmit through the Site, (ii) remove, edit, or refuse to post Content, (iii) restrict access from certain websites or other resources, and (iv) take any other actions we deem necessary in our sole discretion to protect our community of Users and our resources. You cannot expect that communications through the Site will remain private from us.

### **Our Right to Terminate Use**

We reserve the right, with or without notice, to terminate or suspend your access to some or all of the Site if we conclude, in our sole discretion, that you have breached these Terms of Use.

### **Tracking Visits and Use**

To improve the Site and for our own business purposes, we may compile records of your visits to the Site and/or your visits to or use of various elements of the Site (for example, how many Underlying Loans you view, or how long you view Underlying Loans). All of this information is confidential and subject to our Privacy Policy.

### **Disparagement**

You will not disparage the Company, the Site, or any other User.

### **Submitting Content**

You submit Content (such as by posting on blogs or discussion boards) subject to the following rules:

- You grant to us and other Users a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute and put to commercial and other uses your Content, and to sublicense the same rights to others, with or without compensation. No compensation will be paid to you for any such use.
- Your privacy is not protected with respect to any Content you submit, including your name, address, photographs, etc. We cannot guaranty that that other Users will use your Content in an appropriate or fair manner, or in a manner otherwise anticipated by you. Please use caution.
- You will be solely responsible for any damage or loss to any party caused by your Content.
- The reserves the right, at any time, for any reason, and without notice, to block, remove, edit, or modify any Content you submit. The Company reserves the right not to comment on the reasons for any of these actions.

### **Ownership of Intellectual Property**

We own or have the legal right to use all of the intellectual property associated with the Site and the Services. This includes, but is not limited to, our name, our trademarks and copyrights, the design of the Site,

our trade secrets, our business methods, any artwork, text, video, photographs, or audio used on the Site, and our logos, tag lines, and trade dress.

You have no interest in any of this intellectual property, other than the right (which we may terminate or suspend) to use the Site and the Services in accordance with these Terms of Use. You shall not duplicate, publish, display, distribute, modify, create derivative works from, or exploit our intellectual property in any way.

In accordance with the Digital Millennium Copyright Act, the Company has adopted a policy of, in appropriate circumstances, terminating User accounts that are repeat infringers of the intellectual property rights of others. The Company also may terminate User accounts even based on a single infringement.

### **Your Duty of Confidentiality**

The term "Confidential Information" means information (i) that is designated as "Confidential" or "Proprietary" at the time of disclosure or within a reasonable period thereafter, (ii) that is only available to Users who have registered at the Site, or (iii) a reasonable person would understand to be Confidential.

Confidential Information includes our business policies or practices, strategic plans, pricing, financial information and projections, marketing information and strategies, the names of Users of the Site, the names of Borrowers, and information received from third parties that REAMERGE is obligated to treat as confidential.

*So there can be no misunderstanding, all information relating to Borrowers and Underlying Loans is Confidential Information.*

You shall keep all Confidential Information in confidence, and not use Confidential Information for any purpose other than as contemplated by the Site. You will use at least the same degree of care in safeguarding Confidential Information as you use in safeguarding your own confidential information and trade secrets, such as your social security number and secret business plans.

Notwithstanding the preceding paragraph, you may disclose Confidential Information if you are required to do so by legal process, provided that you promptly notify us in advance so we can seek a protective order or other relief.

### **Third-Party Sites**

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third-party websites, you do so at your own risk. Those other websites are not under the Company's control, and you acknowledge that the Company is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with the Company. You further acknowledge and agree that the Company shall not be liable for any damage related to the use of any content, goods, or services available through any third-party website or resource.

### **Copyright Notifications**

The Company will remove infringing materials in accordance with the Digital Millennium Copyright Act if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify the Company's copyright agent in writing. Your notice must

contain the following information (please confirm these requirements with your legal counsel, or see the U.S. Copyright Act, 17 U.S.C. §512(c)(3), for more information):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site, sufficient for the Company to locate the material;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your work has been removed or disabled by mistake or misidentification, please notify the Company's copyright agent in writing. Your counter-notice must contain the following information (please confirm these requirements with your legal counsel or see the U.S. Copyright Act, 17 U.S.C. §512(g)(3), for more information):

- A physical or electronic signature of the user of the Services;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement made under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- The subscriber's name, address, telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under subscriber (c)(1)(C) or an agent of such person.

Under the Act, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

If you fail to comply with these notice requirements, your notification or counter-notification may not be valid.

Our designated copyright agent for notice of alleged copyright infringement is:

#### **Disclaimer of Warranties**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Without limiting the preceding paragraph, the Company, and its directors, employees, agents, suppliers, partners, and content providers do *not* warrant that (i) the Service will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) any content or software available at or through the Service is free of viruses or other harmful components; or (iv) the results of using the Service will meet your requirements. Your use of the Service is solely at your own risk. Some states or countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Electronic Communications Privacy Act Notice (18 USC §2701-2711): THE COMPANY MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEBSITE LINKED TO THE SITE. The Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on the Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

### **Limitations of Liability**

IN NO EVENT SHALL THE COMPANY, NOR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE HUNDRED U.S. DOLLARS (\$100.00), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **Indemnity**

You shall defend, indemnify, and hold harmless the Company, its affiliates, and each of its and its affiliates' employees, contractors, directors, suppliers, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees and other legal costs, that arise from or relate to your use or misuse of, or access to, the Service and Content, or otherwise from your submissions, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.

### **Assignment**

You may not assign any part of your interest in this Agreement, or transfer your User account to another person.

The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

### **Governing Law**



This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods. You agree that the Company and its Services are deemed a passive website that does not give rise to personal jurisdiction over the Company or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of Texas.

### **Mandatory Arbitration**

You agree that:

- Any claim, dispute, or controversy arising out of, relating to, or connected in any way with the Site or our Services, Privacy Policy, or Terms of Use that you may have against the Company, other than Excluded Claims (as defined below), shall be resolved exclusively by arbitration, rather than through the court system.
- Any claim we may have against you arising out of your activities with respect to the Site, other than Excluded Claims (as defined below), shall similarly be resolved exclusively by arbitration.
- This arbitration shall be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures") (available at <http://www.adr.org>).
- The arbitration shall be held at a location determined by the AAA under these Rules and Procedures (provided that this location is reasonably convenient for you), or at another location that you and we select by mutual agreement.
- There shall be no authority for any claims to be arbitrated on a class or representative basis. The arbitrator is authorized to decide only your or our individual claims; and he or she shall not consolidate or join the claims of other persons or parties who may be similarly situated (the "Individual-Claims-Only Requirement").

The term "Excluded Claims" means:

- A claim where we allege that you have infringed upon our intellectual property or the intellectual property of any third party.
- Claims arising from your purchase of a Note.
- Claims explicitly covered by another agreement.
- Claims between you and another User.
- Any claim of any nature, if the Individual-Claims-Only Requirement is determined to be invalid.

Excluded Claims may be subject to arbitration if, and only if, a separate agreement so provides. Otherwise, Excluded Claims shall be adjudicated through the court system.

### **ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT/UNIFORM ELECTRONIC TRANSACTIONS ACT**

The Federal Electronic Signatures in Global and National Commerce Act (“ESIGN”) and similar state laws, particularly the Uniform Electronic Transactions Act (“UETA”), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. ESIGN and UETA require businesses that want to use electronic records or signatures in consumer transactions to obtain the consumer’s consent to receive information electronically.

When a potential Investor registers on the platform, we obtain his or her consent to transact business electronically and maintain electronic records in compliance with ESIGN and UETA requirements.

Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the SITE periodically for changes and modifications and agree not to contest the admissibility or enforceability the Website’s electronically stored copy of this Agreement in any proceeding arising out of this Agreement.

Electronic Communication Privacy Act Notice (18usc 2701-2711): REAMERGE makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. REAMERGE will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on REAMERGE equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

### **Survival of Terms**

This Agreement shall continue to apply even if you are no longer a User.

### **Miscellaneous**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced, provided that each party can obtain substantially all of the benefits contemplated initially. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our rights with respect to subsequent breaches.

### **Contact Information**

If you have any questions about this Agreement, the Site, or the Service, please contact us at: [info@reamerge.com](mailto:info@reamerge.com)