

Purpose:

Customers are advised to review the following rules that govern their use of our Site and advised to read the Privacy Policy regarding the information that was provide to us. These Terms and Conditions of Use ("Terms of Use") apply to the World Wide Web site owned, operated, licensed, and controlled by Watercress Financial Group LLC. ("Watercress"), including its related, affiliated, or subsidiary companies, including, but not limited to, Watercress located at www.watercressgroup.com, and all associated Watercress sites linked to this Web site (collectively, the "Site"). This Site is the property of Watercress. By using this Site, customers agree to these Terms of Use.

Watercress reserves the right at its sole discretion, to change, modify, add or remove portions of these Terms of Use and our Privacy Policy, at any time. It is the customer's responsibility to check these Terms of Use and our Privacy Policy periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Watercress grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Process:

The policy will be distributed as follows:

Please review our Privacy Policy available at www.watercressgroup.com to understand our practices. The Privacy Policy also governs your visit to our Site. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, notwithstanding Watercress's efforts to protect such transmissions.

YOUR CREDIT REPORT

We may request consumer credit reports on you in connection with your application for credit and subsequently in connection with any extension of credit, update, renewal, review or collection of your account or any other lawful purpose. Upon your request, we will inform you of the name and address of any consumer credit reporting agency from which we obtained your credit report. You are allowed to receive one free credit report by law from one of the national credit reporting agencies (Experian, Equifax, and/or TransUnion) during any twelve-month period. You may also be able to receive free credit reports as permitted by law (you may contact your local consumer protection agency to learn more about your rights under the law). For information on obtaining a free credit report from Experian, Equifax or TransUnion you may contact them directly at <http://www.experian.com>, <http://www.equifax.com> and/or www.transunion.com.

USE OF CREDIT PROFILE FOR IDENTITY VERIFICATION

By submitting an application, you are certifying that you understand the services being requested are regulated by the Fair Credit Reporting Act and that permissible purpose is required. Any special procedures established by Watercress for obtaining your authorization to receive information from your credit report from one of the national credit reporting agencies (Experian, Equifax, TransUnion) have been met. Furthermore, you certify that you have initiated a transaction with Watercress, and that the services being requested will be used solely to confirm your identity to avoid fraudulent transactions in your name.

RIGHTS YOU GRANT TO US

By submitting information, data, materials and other content to Watercress through the Site, you are licensing that content to Watercress solely for the purpose of evaluating your loan application and providing related services to you. Watercress may use and store the content to evaluate your loan application and to provide ongoing services to you. By submitting this content to Watercress, you represent that you are entitled to submit it to Watercress for use for this purpose, without any obligation by Watercress to pay any fees or other limitations.

INTELLECTUAL PROPERTY

This Site, the content, any materials downloaded, and all intellectual property pertaining to or contained on the Site (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks) are owned by Watercress or third parties and all right, title and interest therein shall remain the property of Watercress and/or such third parties (collectively, the "Content"). All Content is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. You are authorized solely to view and retain a copy of the pages of the Site for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images or other materials on this Site for the purpose of transacting business with Watercress. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Site, or any portion of the Site for any public or commercial use without the express written consent of Watercress. 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 Watercress.

ELECTRONIC COMMUNICATION

When you visit www.watercressgroup.com or send emails to us, you are communicating with us electronically and you consent to receive communications from us electronically to the extent permissible by law. We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing to the extent permissible by law. You agree that we may send emails to you for the purpose of advising you of changes or additions to this Site, about any of our products or services, or for such other purposes as we deem appropriate and as permissible by

law.

SITE SECURITY

As a condition of your use of this Site, you agree that you have 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 Watercress customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the Watercress 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.

LINKS TO OTHER WEBSITES AND SERVICES

This Site may contain links to outside services and resources, the availability and content of which Watercress 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. Watercress 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 Watercress extends credit to you, we may consider the bank account you provided during the application process as eligible to process payments against if you permit Watercress to do so. As part of Watercress's information collection process, we may detect additional bank or financial accounts under your ownership. Watercress may consider these additional accounts to be part of the application process and may use information from or about such accounts in deciding whether to approve your loan application.

DISCLAIMERS

Watercress does not promise that the Site or any content, document or feature of the Site will be error-free or uninterrupted, or that any defects will be corrected or that your use of the Site will provide specific results. The material in this Site could include technical inaccuracies or typographical errors. The Site and its content are delivered on an "as-is" and "as-available" basis. All information provided on the Site is subject to change without notice. Watercress cannot ensure that any files, documents or other data you download from the Site will be free of viruses or contamination or destructive features. Watercress disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. Watercress disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site. You assume total responsibility for your use of the Site and any linked sites. Your sole remedy against Watercress for dissatisfaction with the Site or any content is to stop using the Site or any such content. This limitation of relief is a part of the bargain between the parties.

LIMITATION OF LIABILITY

Except where prohibited by law, neither Watercress, nor its directors, officers, employees, agents, contractors, successors or assignees of each, shall be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Watercress has been advised of the possibility of such damages. Unless otherwise expressly set forth in a written agreement with you, Watercress's maximum liability for all claims arising out of or relating to this Site, or its content, whether in contract, tort or otherwise shall be limited to the amount you paid to access this Site.

Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

INDEMNITY

By using the Site, you agree to defend, indemnify, and hold harmless Watercress from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that Watercress may become obligated to pay arising or resulting from your use of this Site, the Content, or your breach of these Terms of Use. Watercress 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 Watercress does not knowingly collect personal information from any child under the age of eighteen (18) at this Site.

SEVERABILITY

Any failure by Watercress 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 Watercress with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Watercress with respect to such use are hereby superseded and cancelled.

LAW

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. Watercress or its service providers send cookies when you use our Site or sites where Watercress 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 Watercress'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, most features of our Site will not be available to you.

Watercress does not store passwords or any other information about a visitor without a Watercress account in a cookie that would identify them, locate them, and determine their preferences or their financial activity. Aggregated customer information may help Watercress assess the performance of its website and develop strategies to maximize utility.

PERSONAL INFORMATION STORAGE

Watercress will maintain the information that is necessary to enable Watercress to provide the requested service and only for as long as it takes Watercress to provide any such requested service. Watercress 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 Watercress to use that customer's personal details for marketing purposes.

Watercress may keep records of any transactions a customer enters into on the Watercress Website for a minimum of five years from the end of Watercress's relationship with the customer. Watercress may keep other information about a customer only to the extent necessary to comply with applicable laws and to further legitimate business needs.

ADDITIONAL TERMS OF USE FROM WATERCRESS THIRD PARTY SERVICE PROVIDERS

Restrictions.

You have not and shall not permit any third party to, directly or indirectly: (a) reverse engineer, decrypt, decompile, decode, disassemble, or otherwise attempt to obtain the source code to the applications developed or owned by Watercress (the "Watercress Applications") that are contained in the Site; (b) rent or time-share the Watercress Application or host the Watercress Application in a multi-tenant environment; (c) remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Watercress Application or any copies thereof; (d) engage in any activity with the Watercress Application that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party; and (e) use the Watercress Application or data provided via the Watercress Application in any way in furtherance of criminal, fraudulent, or other unlawful activity. You must comply with applicable laws and regulations in using, accessing or distributing the Watercress Application, including any data provided via the Watercress Application.

Data Use.

Anonymous, aggregate information, financial account balances, other financial account data, or other available data that is provided by you, may be used by our third party vendors to conduct certain analytical research, performance tracking and benchmarking. Our third party vendors may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

Third Party Services.

You understand that the Watercress Application may require access to certain third party services ("Third Party Services"). In order to use the Watercress Application that uses or collects data from the Third Party Services, you hereby authorize the third party service provider to share your data with Watercress. Such data may include your financial or personal information. In addition, you agree that Watercress may provide your data to the third party service provider to use in connection with the Third Party Services. You represent and warrant that you have the rights and authority to provide such authorization to the third party service provider and Watercress. Your use and/or access to Third Party Services shall be limited to those uses and access rights permitted by the third party service provider. If you access and use the Third Party Services, you are responsible for reviewing and understanding any such terms and conditions governing such Third Party Services. You understand that Watercress has no control over the Third Party Services and that your ability to access and use the Third Party Services may be suspended or terminated at any time, for any reason, at the third party service provider's discretion.

Disclaimer.

You acknowledge and agree that the Watercress Application, any third party services and any data provided via the third party services or Watercress Application are provided "as is" and "as available". Watercress, its licensors and third party service providers make no warranty, express, implied, or statutory and disclaim any and all warranties with respect to the Watercress Application, any third party services or any data provided via the third party services or Watercress Application, in whole or in part, including without limitation any implied warranty of fitness for a particular purpose, merchantability, or non-infringement. Licensee understands and agrees that any use of the Watercress Application, third party services or data provided via the third party services or Watercress Application will be at licensee's sole risk, and that, if there is any liability in connection with the Watercress Application, including liability arising from a security breach or Watercress's lack of compliance with applicable laws or regulations or data privacy protection, such liability is solely with Watercress and not its licensors or third party service providers.

Access Information and Account Data.

You are solely responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you, or anyone you authorize on your behalf, to access the Site features and your provider accounts (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Site features (collectively, "Account Data"). You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Site features (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Site features to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

Anonymous, aggregate information, financial account balances, other financial account data, or other available data that is collected through your use of the Site, may be used by our third party vendors to conduct certain analytical research, performance tracking and benchmarking. Our third party vendors may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

Provider Services.

In connection with your use of the Site features and as part of the functionality of the Site, you may have access to certain online services or information that may be made available by your provider(s) ("Provider Services"), including online banking, online payment, online bill pay, and other account information available from your provider(s). The Site is designed to allow you to access Provider Services (if and to the extent provided by your provider(s)) to set up banking and other information. You acknowledge and agree that we have no control over the provision of Provider Services or provision of access to the Provider Services by your provider(s), do not guarantee that you will be able to use the Site features with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in your inability to use the Site to access your accounts, obtain data, or otherwise use or access the Provider Services.

Software Use, Storage and Access.

We shall have the right, in our sole discretion and with reasonable notice, to establish or change limits concerning use of the Site features, temporarily or permanently, including but not limited to (i) the amount of storage space you have on the Site at any time, and (ii) the number of times (and the maximum duration for which) you may access the Site in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access

Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Site features to which such changes relate. Your continued use of the Site will constitute your acceptance of and agreement with such changes. Maintenance upon the Site may be performed from time-to-time resulting in interrupted service, delays or errors in the Site features. Attempts to provide prior notice of scheduled maintenance will be made, but provider cannot guarantee that such notice will be provided.

Disclaimer.

You acknowledge and agree that the Site, any third party services and any data provided via the Site or third party services are provided "as is" and "as available." The third party vendor and its licensors make no warranty, express, implied, or statutory, and disclaim any and all warranties with respect to the Site, any third party services or any data provided via the Site or third party service, in whole or in part, including without limitation any implied warranty of fitness for a particular purpose, merchantability, title, or non-infringement. You understand and expressly agree that any use of the Site, third party services or data provided via the Site or third party service will be at your sole risk. Watercress and its (i) licensors and (ii) third party vendors do not warrant the comprehensiveness, completeness, correctness, legality, or accuracy of the Site, third party services or data provided via the Site or third party service, in whole or in part, or that the Site or third party service will be secure, uninterrupted or error free. You are solely responsible for any damage to your computer system, application or other device or loss of data that results from your use of the Site, third party services or data provided via the Site or third party service.

BIOMETRICS STATEMENT

Watercress allows users to enable facial recognition and fingerprint-based protection on mobile devices for accessing our applications. These options are provided as part of our multi-factor authentication (MFA) process, adding an extra layer of protection beyond just a password.

Watercress relies on built in functionality available by the specific device in use, such as Apple or Android. Watercress implements encryption and other security measures to protect your data. Watercress does not share facial or fingerprint images with any other third-party, and these features are utilized only during the authentication process.