

Pdloans247.com Terms & Conditions of Use

Effective: May 29, 2018

By accessing the pdloans247.com website (the “**Website**”), you agree to be bound by these terms and conditions (the “**Terms**”). Please read these Terms carefully. If you do not agree to these Terms, please exit the Website immediately.

Loan Referral Service

Our loan referral service (the “**Service**”) connects consumers with prospective lenders participating in our network (the “**Lender Partners**”). To use the Service, you must complete an online request form (a “**Request Form**”) that requests personal information from you, including your name, address, telephone number, email address, social security number, bank account information, and employment information. Our collection and use of this information is subject to the Website’s [Privacy Policy](#), which is incorporated into these Terms.

Credit Decisions

LendYou.com is not a lender and does not make loans or credit decisions. LendYou.com does not guarantee that any Lender Partner will offer you a loan or that any loan offer will contain any specific loan terms or conditions. LendYou.com does not guarantee that the price, product, availability, rates, fees, or any other loan terms offered and made available by Lender Partners through the Service are the best terms available in the market.

Once you submit a Request Form, LendYou.com shares your information with our Lender Partners. By submitting a Request Form, you understand and agree that you requesting loan offers from the Lender Partners. You are also agreeing that LendYou.com and the Lender Partners may contact you by any means (including email, telephone, SMS, and direct mail) so that they may assist in processing your Request Form or provide information to you about additional offers now or in the future.

Lender Partners who receive your Request Form review your information in real-time to determine whether your information meets the Lender Partner’s underwriting criteria. Lender Partners may use your Request Form information to perform a credit check. This credit check may be a formal credit inquiry which leaves a record on your credit report and may affect your credit score (a “**Hard Check**”). Or it could be an informal inquiry which will not affect your credit (a “**Soft Check**”). These credit checks may be performed through TransUnion, Equifax, or Experian (the “**Big Three**”) or they may be performed through other alternative credit reporting agencies or data aggregators (such as Microbilt, Teletrack, DP Bureau, or DataX) that track consumer transactions with lending institutions. By submitting your Request Form, you agree to allow Lender Partners to review, verify, and research your information in such a manner.

If a Lender Partner determines that your Request Form meets its underwriting criteria, your browser will be redirected to the lender's website. You understand and agree that, once you have been redirected to the lender's website, LendYou.com has no further involvement in the loan registration or decision process. Your interactions with the lender are subject to privacy policy, terms of use, and other policies or terms enforced by that lender.

Electronic Disclosure

By Submitting your Request Form you agree to receive notifications, disclosures, and other documents and communications both from LendYou.com and from our Lender Partners. If you are connected to a Lender Partner, that lender may require you to execute an electronic loan contract. This electronic loan contract will be as binding as a loan contract in paper form. And your electronic signature will be as valid as a physical signature on a paper loan contract.

The lender may also require you to consent to receiving all notifications regarding your loan electronically. These electronic communications may include attempts to collect a debt.

Additionally, the lender may require you to access documents related to a loan, including your loan contract. By Submitting your Request Form you agree to this form of access.

The lender may allow you to withdraw your consent to electronic disclosures. Please contact the lender with whom you were connected to learn more about this process. Please note, however, that not consenting to receive electronic disclosures may affect your ability to receive a loan from a Lender Partner.

Accuracy

You represent that the information you provide to LendYou.com, and ultimately, the Lender Partners, through your Request Form is accurate and truthful. If the information in your Request Form is not accurate and truthful, LendYou.com may deny, suspend, or terminate your use of the Service.

Control over Features, Functions, and Access to the Service

LendYou.com may change any information, features, or functions of the Service without prior notice. LendYou.com may deny you access to all or part of the Service without prior notice if you engage in any conduct or activities that LendYou.com determines, in its sole discretion, violate these Terms, the rights of LendYou.com or any third party, or is otherwise inappropriate. LendYou.com is not responsible for any errors or delays in providing Service caused by errors in the Request Form information provided by you or by any technical problems beyond its reasonable control.

Disclaimers and Limitations

THE WEBSITE AND THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ASSOCIATED WITH IT ARE PROVIDED “**AS IS.**” LendYou.com EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITE AND ANY INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

LendYou.com MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE ACHIEVED BY USING THE WEBSITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT. USE OF THE WEBSITE OR THE SERVICE IS AT YOUR OWN RISK.

LendYou.com OR THE LENDER PARTNERS OR ADVERTISERS OR ANY OF THEIR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTENT PROVIDERS, OR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF LendYou.com OR THE LENDER PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

LendYou.com DOES NOT ENDORSE OR RECOMMEND THE PRODUCTS OF ANY PARTICULAR LENDER. LendYou.com IS NOT AN AGENT OF YOU OR ANY PARTICIPATING LENDER. LendYou.com IS NOT INVOLVED WITH THE LENDER'S USE OR REVIEW OF YOUR REQUEST FORM INFORMATION OR IN MAKING A DETERMINATION ABOUT WHETHER YOU MEET A PARTICULAR LENDER'S UNDERWRITING CRITERIA. THE LENDER IS SOLELY RESPONSIBLE FOR ITS SERVICES TO YOU, AND YOU AGREE THAT LendYou.com WILL NOT BE LIABLE FOR ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE. YOU UNDERSTAND THAT LENDER PARTNERS MAY KEEP YOUR REQUEST FORM INFORMATION, WHETHER OR NOT YOU ARE QUALIFIED FOR A LOAN WITH THEM.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY AND DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMERS AND LIMITATIONS ABOVE MAY NOT APPLY TO YOU. IN SUCH STATES, THE RESPECTIVE LIABILITY OF LendYou.com, THE LENDER PARTNERS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTENT PROVIDERS AND SERVICE PROVIDERS IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnity

As a condition of using the Website or the Services, you agree to indemnify LendYou.com and the Lender Partners from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from your use of the Website, including any claims alleging facts that if true would constitute a breach by you of these Terms.

Links to Third Parties

The Website may contain links to other websites operated by Lender Partners or other third parties. These links are provided for your convenience and reference only. LendYou.com does not operate or control in any respect any information, software, products, or services available on such third party sites. LendYou.com's inclusion of a link to a website does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

Dispute Resolution

Any claim or controversy arising out of or relating to the use of the Website, to the use of the Service, or to any acts or omission for which you may contend LendYou.com is liable (a "**Dispute**"), will be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association in effect at that time. The arbitration will be conducted in Los Angeles, California and judgment on the arbitration award may be entered into any court of competent jurisdiction. No arbitrator will have the power to award damages in connection with any Dispute in excess of actual compensatory damages and will not multiply actual damages or award consequential, punitive, or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate will not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues of disputes involved.

BY AGREEING TO THESE TERMS, YOU GIVE UP YOUR RIGHT TO SETTLE ANY DISPUTES WITH LendYou.com IN A COURT OF LAW OR BEFORE A JURY. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING LendYou.com'S SERVICE, YOU CONSENT TO THESE RESTRICTIONS.

In the event the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and LendYou.com, you agree that jurisdiction over and venue of any suit will be exclusively in the state and federal courts sitting in Los Angeles, California. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services must be filed within one year after such claim or cause of action arose or be forever barred.

SMS Terms & Conditions

By providing a mobile phone number you are opting in to communications via SMS from LendYou.com and the Lender Partners. These communications may include a follow-up

SMS message containing a link to your completed loan Request Form, payment reminders from Lender Partners, and future offers.

For additional support: info@LendYou.com

Message and Data Rates May Apply. Under no circumstances will LendYou.com be responsible for fees that your wireless carrier or other third parties may charge you for use of this service.

Messages may be delayed or undelivered for various factors. Carriers are not liable for delayed or undelivered messages.

Other Terms

These Terms constitute the entire agreement between you and LendYou.com. These Terms will be governed by the laws of California without regard to its conflict of law principles. If any part of these Terms is determined unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely connects the intent of the original provision and the remainder of these Terms will remain in effect. Any failure by LendYou.com to exercise or enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. LendYou.com may amend these Terms at any time by posting the amended terms on its website. All amended terms are automatically effective immediately upon posting.

Questions

You may direct any questions concerning these Terms to:

LendYou.com

1125 E. Broadway #545,

Glendale, California 91205

info@LendYou.com