

PDLOANS247 TERMS & CONDITIONS OF USE

Effective: January 17, 2023

pdloans247.com and its owner and operator ("pdloans247.com," "we," "us," or "our") provides our loan referral services (described below) and related content to you through our website(s) located at pdloans247.com (the "Site") and through our mobile applications and related technologies ("Mobile Apps", and collectively, such Mobile Apps) and the Site, including any updated or new features, functionality and technology, the "Service". All access and use of the Service is subject to the terms and conditions contained in these Terms and Conditions of Use (as amended from time to time, the "Terms"). By accessing, browsing, or otherwise using the Site, Mobile Apps, or any other aspect of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept the terms and conditions of these Terms, you will not access, browse, or otherwise use the Service.

PLEASE READ THESE TERMS & CONDITIONS OF USE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

TERMS AND CONDITIONS

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. Please review our privacy policy at Privacy Policy ("[Privacy Policy](#)"). The terms of the Privacy Policy are incorporated into and considered a part of these Terms of Use.

Credit Decisions

pdloans247.com is not a lender and does not make loans or credit decisions. pdloans247.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. pdloans247.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, pdloans247.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 pdloans247.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, pdloans247.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 pdloans247.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 pdloans247.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, pdloans247.com may deny, suspend, or terminate your use of the Service.

Control over Features, Functions, and Access to the Service

pdloans247.com may change any information, features, or functions of the Service without prior notice. pdloans247.com may deny you access to all or part of the Service without prior notice if you engage in any conduct or activities that pdloans247.com determines, in its sole discretion, violate these Terms, the rights of pdloans247.com or any third party, or is otherwise inappropriate. pdloans247.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." pdloans247.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.

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pdloans247.com DOES NOT ENDORSE OR RECOMMEND THE PRODUCTS OF ANY PARTICULAR LENDER. pdloans247.com IS NOT AN AGENT OF YOU OR ANY PARTICIPATING LENDER. pdloans247.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 pdloans247.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 pdloans247.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 pdloans247.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. pdloans247.com does not operate or control in any respect any information, software, products, or services available on such third-party sites. pdloans247.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 by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and pdloans247.com, whether arising out of or relating to these Terms (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and pdloans247.com are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND pdloans247.com AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND pdloans247.com AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

We are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at info@pdloans247.com. If such efforts prove unsuccessful, You and pdloans247.com agree that a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to pdloans247.com should be sent to 1125 E. Broadway #545, Glendale, CA 91205 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If pdloans247.com and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or pdloans247.com may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by pdloans247.com or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or pdloans247.com is entitled.

d. Arbitration Procedures

Unless you and pdloans247.com agree in writing to proceed before a different arbitral body and/or arbitral rules, any arbitration between you and US will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found