

Effective Date: April 1, 2024

TERMS OF USE

These terms of use ("Terms of Use") are provided on behalf of Bison Cash and its affiliates (collectively, "we", "us", "our" or "Bison Cash").

BY USING WWW.BISONCASH.COM, INCLUDING ANY PAGES THEREOF (THE "SITE"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE, REGARDLESS OF WHETHER YOU ARE A REGISTERED USER OF OUR PRODUCTS OR SERVICES (EACH "SERVICE" COLLECTIVELY, REFERRED TO AS "SERVICES"). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE SITE OR SERVICES.

If there is any inconsistency between these Terms of Use and another agreement you enter into that is applicable to a Service offered on the Site, then the other agreement will take precedence as it applies to the Service.

CHANGES TO THESE TERMS OF USE

We reserve the right, in our sole discretion, to modify these Terms of Use at any time. Changes to these Terms of Use will become effective immediately upon the posting thereof. Please review these Terms of Use often to keep yourself apprised of any changes. Your continued use of the Site following the posting of changes will constitute your acceptance of the revised Terms of Use.

ELIGIBILITY

This Site is intended solely for users who are 18 years of age or older and legal residents of the United States, and any registration or use of the Site by anyone under 18 or not a legal resident of the United States is unauthorized and in violation of these Terms of Use. BY USING THE SITE, YOU REPRESENT YOU ARE 18 OR OLDER, A LEGAL RESIDENT OF THE UNITED STATES AND THAT YOU AGREE TO AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE. Services are not available in all states, and your eligibility for a Service is subject to final determination by Bison Cash. If you violate any of these Terms of Use, or violate any other agreement with us, we may terminate your registration and/or prohibit you from using or accessing our Services or the Site.

REGISTRATIONS AND APPLICATIONS

You may be presented with the opportunity to register for an account and apply for a loan through the Site. When you register for an account or apply for a loan, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, we have the right to reject or cancel your account registration, reject any application you have submitted, terminate any agreement we have with you, and restrict your future use of the Site and our Services. We reserve the right to decline any application for a loan.

YOUR ACCOUNT

To access our Services, you will be required to register and create an account on the Site. You may not disclose your username or password to any third party. If you learn of any unauthorized use of your username, password or account, please contact us immediately. We are not liable for any harm, damages or charges related to any authorized or unauthorized use of your username, password or account.

YOUR CONTENT AND INFORMATION SHARING

By providing information or content on the Site, including, but not limited to, any comments, reviews, feedback, suggestions, images, information or other content (collectively, "User Content"), you represent and warrant that you are the owner of or have the required rights and licenses to provide such information or content. You further agree to, and hereby grant us a non-exclusive, transferable, sub-licensable, royalty-free, world-wide license to use the User Content, subject to the privacy provisions described herein. We have the right to review, delete, edit, modify, reformat, excerpt, or translate any of your User Content. We have the right to use your name as provided with your User Content or as set forth in your account. You are solely responsible for the content and information you make available through or in connection with our Services. All the User Content posted on the Site or privately transmitted through the Site or via other means in connection with our Services is the sole responsibility of the person from which that content originated. We will not be responsible for any errors or omission in User Content nor any loss or damage that results from any User Content transmitted or made available on the Site or through the use of the Services.

RESTRICTIONS ON USE

You agree to abide by all applicable laws and regulations in your use of the Site and our Services. In addition, you agree that you will not do any of the following:

- register for more than one account, or register for an account on behalf of an individual other than yourself or on behalf of any group or entity;
- post or otherwise make available content, or take any action on the Site, that may constitute libel or slander or that infringes or violates someone else's rights or is protected by any copyright or trademark, or otherwise violates the law;
- post or otherwise make available content that in our judgment is objectionable, such as content that is harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or otherwise objectionable, or which restricts or inhibits any other person from using or enjoying the Site, or which may expose us or our users to any harm or liability of any type;
- post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
- use the information or content on our Site to send unwanted messages to any other user;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any

person or entity;

post or otherwise make publicly available on the Site any personal or financial information of any third party; solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;

use the Site or our Services in any manner that could damage, disable, overburden or impair the Site;

harvest or collect any information, including email addresses or other contact information, of our users from the Site by electronic or other means, including via the use of automated scripts; or

post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

INTELLECTUAL PROPERTY PROPRIETARY RIGHTS; COPYRIGHTS; TRADEMARKS

All software, design, text, information, data, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements (collectively, "Content"), other than User Content (as defined above), are the property of Bison Cash and/or its subsidiaries, affiliates, assigns, licensors, vendors, partners or other respective owners and are protected, without limitation, pursuant to copyright laws. No Content (other than your own User Content) may be reproduced, modified, used to create derivative works, displayed, performed, published, distributed, disseminated, broadcast or circulated to any third party without our express prior written consent.

"Bison Cash" and all related logos (collectively, "the Trademarks") constitute our trademarks or service marks. Other company, product, and service names and logos used and displayed on this Site may be trademarks or service marks owned by us or others. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the Site unless in accordance with written authorization by us. The use of any of the Trademarks as part of a link to or from any site is prohibited unless we provide advance written approval. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. You may not copy, imitate, or use them without our prior written consent. Any questions concerning any Trademarks, or whether any mark or logo is a Trademark, should be referred to us via CustomerService@BisonCash.com.

All right, title and interest in and to the Website, any content thereon, our products and services, the technology related to our products and services, and any and all technology and any content created or derived from any of the foregoing is our or our licensors' exclusive property.

COPYRIGHT COMPLAINTS

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via CustomerService@BisonCash.com. In your notification, please:

confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;

identify the copyrighted work or works you claim has been infringed;

identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed; please include information reasonably sufficient to permit us to locate the material;

provide your contact details, including an email address; and

provide a signed statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

LINKS TO THIRD PARTY WEBSITES

We are not responsible for the information practices employed by sites linked to or from our website. In most cases, links to third-party websites are provided solely as pointers to information on topics that may be useful to our users. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information. IN NO EVENT WILL BISON CASH BE LIABLE FOR ANY HARM, DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY THIRD-PARTY WEBSITE.

WEBSITE PRIVACY POLICY

This Website Privacy Policy explains our views and practices concerning privacy and how they may pertain to you as a user of our Site. Our Website Privacy Policy only applies to our website practices and users of the Site. Our practices and policies with respect to the collection and use of information provided by customers and applicants can be found by clicking [here](#). When you visit our Site, we may collect certain information from you: (1) data you voluntarily provide to us; and (2) tracking data as you navigate our Site.

INFORMATION YOU PROVIDE TO US

We collect and use personal information you voluntarily provide to us through the Site. The following are some examples of when you would provide information to us: completing an online form, registration form or survey; creating or modifying your account; requesting information from us; purchasing Services from us; or contacting us. Such information may include name, address, email address, home, work, and/or mobile telephone number, gender, date of birth, Social Security number, driver's license or other government ID number, bank account number, income and other financial information. It is your choice whether you provide such information; however, if we do not receive certain information, you may not be able to use or be eligible for all of our Services.

TRACKING INFORMATION

We and our service providers may use cookies, web beacons and various other technologies to track your use of our Site and improve your web experience. The tracking information may include your internet protocol (IP) address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your use of the Site.

"Cookies" are small, unique strings of code. When you visit our Site, we or one of our service providers may place or recognize

a unique cookie on your browser. These cookies enable us to improve the quality of our Site, store your user preferences, gather analytics about our web traffic and provide you with relevant ads and content. You can adjust your browser to reject or delete cookies, but this may prevent proper working of our Site.

Additionally, we and our service providers may use web beacons to compile information about usage of the Site. "Web beacons" are electronic images that recognize certain types of information on your computer, such as cookies, when you view a particular website tied to the web beacon. For example, an email we send to you may contain a web beacon. A web beacon helps us understand the time and date that a user opened an email and when the user used a link within the email to visit our Site, allowing us to collect analytics about our traffic, customize our Services, and send you ads about our Services. You can disable web beacons by turning images "off" in your email settings.

We may use service providers' cookies to track and analyze Site usage, provide you with interest-based advertising or evaluate advertising performance. For example, we may use Google Analytics and Google Analytics Advertising Features, including Google Display Network, to provide these services. These services use cookies. You can find out more information about how Google uses data when you visit our Site by clicking [here](#). You can opt out of Google Analytics by clicking [here](#). You can opt out of Google Analytics Advertising Features through your Google account Ads Settings and turning off Ads Personalization.

We use a service provider, Hotjar, in order to better understand our users' needs and to optimize our Site and Services. Hotjar is a technology service that helps us better understand our users' experience (for example, how much time they spend on which pages, which links they choose to click, what users do and do not like, etc.), and this enables us to build and maintain our Site and Services with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our Site. Hotjar stores this information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf.

INTEREST-BASED ADVERTISING

"Interest-based advertising," or online behavioral advertising, uses your online browsing activities to provide you with relevant ads. Third party service providers use cookies and other tracking technologies to collect tracking information about your online activities as you visit our Site and other third-party websites, which enables the service providers to predict the types of advertisements that are more likely to be of interest to you. We may use these services to provide relevant advertising to you on our Site and other third-party websites.

Currently, our Site does not recognize if your browser sends a "do not track" signal to indicate your choice of not receiving interest-based ads. You can learn more about or opt out of interest-based advertising by visiting: www.aboutads.info/choices; and <http://www.networkadvertising.org/choices>. This opt out is a cookie, so if you clear your browser's cookies, you will need to opt out again. Also, you will continue to see ads, but such ads will not be based on your online browsing activities.

HOW WE USE AND SHARE THE INFORMATION

We share and use the information collected for multiple reasons, including, but not limited to:

We use personal information you provide to us for our business purposes and to enhance your experience on our Site;

We use contact information you provide to us to send you information about our company and marketing and promotional material from us, affiliates or partners;

We use tracking information to track your use of the Site and improve your web experience, to monitor and improve the Site and our Services and for statistical analysis;

We may use third parties to assist us in the proper administration of our Site and business. These third parties are required to keep any personal information confidential and may not use the information for any purpose other than to carry out the services they are performing for us;

We may disclose information to law enforcement or other governmental officials as we deem necessary to comply with the law;

We may share with third parties non-personally identifiable information about Site usage and traffic in order to provide interest-based advertising, analyze Site usage and evaluate advertising performance;

If we ever go through a merger, acquisition, or sale of all or a portion of our assets, your personal and non-personal information will likely be among the assets transferred. We will require the acquiring company to uphold the material terms of this privacy policy.

Once you apply or become a customer of any of our Services, the collection and use of information provided by you will be governed by the practices and policies found [here](#).

CHILDREN'S PRIVACY

We do not knowingly collect or retain personal data about children. Our Site nor our Services are intended for use by anyone under the age of 18. If you are under the age of 18, do not provide any personal information.

SECURITY

We use industry standard physical, technical and administrative safeguards to protect the personal information you provide to us. We take reasonable precautions to protect against unauthorized access to our systems and to prevent personal information from being disclosed to unauthorized parties. However, no method of transmission over the Internet, or method of electronic storage, is completely secure. Therefore, we cannot guarantee absolute security.

CONTACT CONSENT

It is your choice whether to submit contact information to us. If you submit contact information, you are consenting to being contacted by us, partners or third-party service providers via written notices, email messages, text messages or telephone at any address or telephone number, including mobile, provided to us. You consent to calls and text messages using an automatic telephone dialing system, an artificial or prerecorded voice message system, or text messaging system, and you consent to having your calls monitored and recorded. You may change your contact preferences by contacting us

at [855.501.1038](tel:855.501.1038) or CustomerService@BisonCash.com.

TEXT MESSAGE TERMS

Bison Cash may send you text messages for non-telemarketing purposes regarding account and servicing information. You can cancel this service at any time by replying "STOP" to a text message. Message frequency varies. Message and data rates may apply. Carriers nor Bison Cash are not liable for any delays or undelivered messages. For all questions about text messages service you can email us at CustomerService@BisonCash.com.

NO WARRANTY; ERRORS; DISCLAIMERS

The Site and our Services are provided "as is" and without any representation or warranty, whether express, implied or statutory. Any estimates or examples that we provide on the Site may be different than actual amounts. You agree that we may promptly correct any error that we discover, including any error in calculating your loan rates. If the error results in your receipt of an incorrect interest rate, APR or fee, we will notify you and provide you with the correct rate. You agree to provide any additional consent necessary to correct any errors that occur.

ALTHOUGH WE WILL USE REASONABLE EFFORTS TO PROVIDE AN ACCURATE SITE AND/OR SERVICES, ALL ASPECTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, THIRD PARTY SUPPLIER, THIRD-PARTY SERVICE PROVIDERS, OR SUCCESSORS OR ASSIGNS THEREOF (COLLECTIVELY, THE "PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, THE SITE, SERVICES, ANY DOCUMENTATION PROVIDED OR MADE AVAILABLE TO YOU, AND ANY OTHER PRODUCTS AND RELATED MATERIALS AND/OR SERVICES PROVIDED TO YOU BY ANY OF THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES: (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT; (II) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE OR SERVICES OR ANY ASPECT THEREOF; (III) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (IV) THE SITE OR SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY PARTY; AND (V) THAT ACCESS TO OR USE OF THE SITE AND/OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE AND/OR SERVICES IS AT YOUR OWN RISK AND THE PARTIES MAKE NO WARRANTIES. THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF USE.

LIMITATION OF LIABILITY

YOU AGREE THAT ALL ACCESS AND USE OF THE SITE AND ITS CONTENTS AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. NEITHER WE, NOR ANY THIRD PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE AND/OR SERVICES, HAS OR WILL HAVE ANY RESPONSIBILITY FOR ANY CONSEQUENCES RELATING, DIRECTLY OR INDIRECTLY, TO ANY ACTION OR INACTION THAT YOU MAY TAKE BASED ON THE SITE AND/OR SERVICES, OR ANY ASPECT THEREOF.

THE PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF USE, INABILITY TO USE, ACCESS, DEFECTS, FAULTS, OR INTERRUPTIONS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SITE OR SERVICES AND/OR OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE AND/OR SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN CONNECTION WITH THE SITE AND/OR SERVICES, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

You agree to indemnify, defend and hold the Parties harmless from and against any and all third party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') submitted content, use or misuse of any aspect of the Services or Site, or your violation of these Terms of Use. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Site/Services reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and any such third party.

ARBITRATION CLAUSE AND WAIVER OF JURY TRIAL PROVISION

YOU AGREE THAT ARBITRATION WILL RESOLVE DISPUTES THAT CANNOT BE RESOLVED IN A SMALL CLAIMS COURT, PURSUANT TO THE TERMS OF THIS PARAGRAPH. YOU WAIVE YOUR RIGHT TO HAVE A JURY RESOLVE DISPUTES. YOU WAIVE YOUR RIGHT TO A CLASS ACTION. YOU ALSO WAIVE YOUR RIGHT TO SEEK A PUBLIC INJUNCTION IF SUCH A WAIVER IS PERMITTED BY THE FEDERAL ARBITRATION ACT ("FAA"). YOU AND US AGREE THIS SECTION SATISFIES THE "WRITING" REQUIREMENT OF THE FAA. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE MUST BE FILED WITHIN ONE YEAR AFTER SUCH DISPUTE AROSE OR IT WILL BE FOREVER BARRED.

For purposes of this paragraph, "Arbitration" means a way to use a neutral arbitrator to resolve disputes. The arbitrator can grant relief like a court. Unlike a court, there is no jury, and there is no class action litigation. You agree that the arbitrator cannot conduct class arbitration. The arbitrator's award is binding and subject to limited appeals under applicable law. Courts rarely overturn arbitration awards. The term "disputes" has the broadest possible meaning.

You do not have to arbitrate disputes. Instead, you can litigate individually in a small claims court. All parties can seek relief in a small claims court for disputes within the scope of its jurisdiction.

If either party has a dispute, they must notify the other in writing. You can select the organization administering the arbitration from these two choices: The American Arbitration Association www.adr.org or JAMS www.jamsadr.com. We will advance the arbitration association filing expenses. You pay your attorneys' fees, if any, unless the arbitrator otherwise orders. If a hearing is needed, it will be held in a reasonable location, such as the county where you live or as otherwise may be required by law. If you obtain an extension of credit and agree to a subsequent arbitration provision including a jury trial waiver with us, then those terms will apply to disputes instead of this section. If you do not obtain an extension of credit or do not agree to a subsequent arbitration provision including a jury trial waiver governing disputes with us, then this section governs.

The FAA governs this section.

The foregoing provisions do not apply to any legal action taken by Bison Cash to seek an injunction or other equitable relief for any (or any potential) damage, loss or cost relating to the Site, Services or Content.

MISCELLANEOUS

These Terms of Use shall be governed in all respects by the laws of the without regard to its conflicts of law provisions.

Your obligations under these Terms of Use are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site or Services or any aspect hereunder, in whole or in part, without our prior written consent.

SEVERABILITY

If any provision of these Terms of Use are found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms of Use shall remain in full force and effect.

QUESTIONS

Please contact us at [855.501.1038](tel:855.501.1038) or CustomerService@BisonCash.com with any questions regarding these Terms of Use.