

PAYNEARME TERMS AND CONDITIONS

In these House of Finance Corp. PayNearMe Terms and Conditions (the “Terms and Conditions”), “we”, “us”, and “our” mean House of Finance Corp. and “Website” means houseoffinance.com, and our mobile websites and applications; “you” and “your” mean each customer and collectively all customers on an Account, as defined below, who are provided with a PayNearMe MT, Inc. (“PayNearMe”) payment card (“Card”), or who use PayNearMe payment services to remit cash or debit card payments to us via an identifying barcode sent to you by us. “Card” shall also refer to any such payments made via a barcode which is used to make a payment in absence of a Card.

If you are our customer, by accepting and using the Card that we send you when you open an Account with us or when we obtain your Account, you agree to these Terms and Conditions, our Online Privacy Policy, and Online Terms of Use. Further, by receiving and using the Card, you agree to the PayNearMe Terms of Service located at the internet website <http://paynearme.com/en/terms-of-service/> and the PayNearMe Privacy Policy located at the internet website <http://paynearme.com/en/privacy-policy/>. We are not affiliated with PayNearMe. The Card is a convenience that we provide to you to allow you to make cash or debit card payments on your Account.

IF YOU DO NOT ACCEPT OR AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE CARD OR THE BAR-CODE.

The “Policies and Agreements” means the PayNearMe Terms of Service, the PayNearMe Privacy Policy, these Terms and Conditions, our Online Privacy Policy, and/or our Online Terms of Use.

Card Terms and Conditions.

You are our customer and have one or more loan agreement with us (each an “Account”, collectively, your “Accounts”). We provide a PayNearMe Card to you for each Account that you have with us to allow you to make cash or debit card payments on your Account(s). Each Card is specific to one Account and may not be used to make a payment on any other Account. It is your responsibility to keep track of which Card is registered to each Account.

PayNearMe is a licensed money transmitter that operates and maintains a bill payment network. This bill payment network enables you to make cash or debit card payments on your bills at convenient authorized payment locations. For a map of authorized payment locations, please go to www.paynearme.com/en/merchant-payment-locations/# and enter House of Finance and your location. When you visit an authorized payment location, you will present the Card, barcode, or payment code that we may send to you via e-mail message or text message and the cash for your payment. PayNearMe will then transmit the cash or debit card payment to us and we will credit your Account by the amount of the cash or debit card payment. You agree to accept and keep the receipt from the authorized payment location as it is the only proof of payment that you make using the Card.

Communications Consent.

We, our agents, and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, we or our) may call you, leave you a voice, prerecorded or artificial voice message, or send you a text, e-mail or other electronic message for any purpose related to your Card, our products and services, or surveys or research (each a “Communication”). We may include your personal information in a Communication and conduct a Communication using an automated dialing machine and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You agree that we will send you a text message to your Mobile Device or an e-mail message to your e-mail address that contains a barcode or other unique identifying code to identify your Card and/or Account and make a cash or debit card payment.

You understand and agree to the terms of this Communication Consent section and that we may always communicate with you in any manner permissible by law that does not require your consent.

The Policies and Agreements also apply when you access the Website using your mobile phone, smartphone, or other mobile device (each a “Mobile Device”) to obtain a PayNearMe payment barcode. We will not charge you to access the Website using a Mobile Device. However, your Mobile Device access service provider may charge you access rates and fees. To access the Website using your Mobile Device, the Website must support your Mobile Device.

Privacy Choices for Personal Family or Household Purpose Accounts.

You receive a customer Privacy Policy from us when you first become our customer and at least once a year thereafter. If your Account is for personal, family, or household purposes, you will have privacy choices regarding the use and sharing of your customer information. You may change those privacy choices in accordance with our Privacy Policy to limit our ability to share. Please refer to our Privacy Policy we mail to you for a full explanation of the privacy choices applicable to you.

Daily Limit; Processing Fees.

You may use the Card to make payments or transactions up to a daily cumulative maximum amount of \$1,000. The processing fee or transaction fee for making a payment to us is \$4.99.

Post Date of Payments

Regardless of the payment amount or payment effective date of when you make a cash payment using the Card, you are responsible for complying with all of the terms and conditions of your Account, including, without limitation, your agreement to make all payments when due and in the amount required by your Account. Therefore, we recommend that when using the Card to make a cash payment, you make the cash payments in amounts and with effective dates that will satisfy your payment obligations under your Account. If you do not make any payment when due and in the amount required by your Account, regardless of whether that payment is made using the Card, an online bank payment, or any other payment method, we will have the rights and remedies available under your Account or otherwise available at law or in equity. You understand and agree that when using the Card to make a cash payment, any payment made, posted, and/or scheduled after 4:00 PM Pacific Time may be processed and credited to your account on the following business day. All Card payments will be reflected on your Account immediately after the payment has been made. However, if you make a Card payment after 4:00 PM, we may not be able to process the payment credit your Account by the end of business on the day you made the payment. You therefore agree that Card payments submitted by you after 4:00 PM are considered to be received by us on the next business day (excluding weekends and bank holidays), however, for accuracy of payment history, in our sole discretion we may credit your account on the day the Card payment is made by you.

Authority to use PayNearMe Card to make a payment.

You promise that you have the authority to authorize the billing location and PayNearMe to transmit your cash payment to us to be credited to your Account.

Prepayment of your Account.

You understand and agree that if you make a cash payment using the Card, that payment will be processed even if your Account is prepaid at the time of processing or the payment results in a prepayment of your Account. You may contact our customer service at 818-980-9112 if you need assistance in determining whether prepayment of your Account benefits you. Once you have fully paid an Account, you agree to destroy the Card associated with that Account.

No Refunds.

Once you make a cash payment using the Card, the authorized billing location and PayNearMe will not refund or cancel the payment. If you believe that a payment should be refunded, you may contact our customer service at 818-980-9112. If you make a cash payment using one of your Cards on the wrong Account, we may not be able to refund the payment or transfer or credit the payment to the proper Account. You agree that it is your responsibility to keep track of your Cards if you have more than one (1) Account with us and to use the proper Card when making a cash payment.

Account Management E-mail Address.

When e-mails are sent to you related to the Card, they will be sent to the e-mail address you identify in your registration records for Account(s) (your "Account Management E-mail Address"). If your Account Management E-mail Address changes or becomes disabled, you will notify us immediately by updating your e-mail address on the Account Profile section of the Website. You understand and agree we may send e-mails to your Account Management E-mail Address whether or not that address includes a designation for delivery to the attention of any particular person and whether or not anyone other than you is able to access and/or read e-mails sent to your Account Management E-mail Address.

Prohibited Conduct.

You will not use your Card to: (a) conduct any fraudulent or illegal activity; (b) violate any statute, regulation, or other legal authority; (b) violate our trademark, service mark, copyright, or other intellectual property rights or those of any other person or company; (c) violate our other property or privacy rights or those of any other person or company; (d) interfere with or obtain unauthorized access to our computer systems or those of any other person or company; (e) impersonate our identity or that of any other person or company.

Accuracy of Information.

You represent and agree that all information you provide to us in connection with your Card or your Account(s) is true, correct and complete. You agree not to misrepresent your identity or your authority to view Account information or to make a cash payment using your Card.

Protect Your Personal Information.

You agree to keep your Card private and not allow anyone else to use or access your Card. The sole purpose and use of each Card is to make cash payments on your Accounts. It is not possible to use the Card for any other purpose. If you lose your Card or if your Card is stolen, please contact our customer service.

Termination or Limitation of your Card Services by Us:

We may terminate or suspend your use of your Card at any time with or without reason and without notice to you. We reserve the right to terminate this service in its entirety without notice.

Other Agreements You Have with Us:

These Terms and Conditions will not change any of the terms and conditions of your Account. If these Terms and Conditions contradict any of the terms of your Account, the terms of your Account control.

Indemnification.

You agree to indemnify and hold us and our agents, officers, employees, and affiliates harmless from any and all claims, liabilities, damages, costs, and expenses (including, without limits, reasonable attorneys' fees and costs) caused directly or indirectly by or arising directly or indirectly out of your use of your Account or your Card or your violation of any of the Policies and Agreements. When you agree to indemnify and hold another person or company harmless, you agree to protect, defend, and pay for certain amounts. You will not be responsible for indemnifying us or holding us harmless from any claims, liabilities, damages, costs, or expenses caused solely by or solely arising out of the gross negligence or intentional misconduct of us, our agents, officers, employees, or affiliates.

DISCLAIMER OF WARRANTIES.

WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE CARD AND/OR THE INFORMATION PROVIDED OR TO BE PROVIDED THROUGH THESE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO GUARANTY OR PROMISE THAT PAYMENTS MADE BY USING THE CARD WILL BE UNINTERRUPTED, ON TIME, SECURE, OR WITHOUT MISTAKE OR ERROR.

LIMITATION OF LIABILITY.

YOU AGREE THAT UNDER ANY CIRCUMSTANCES WE WILL NOT BE LIABLE FOR: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY OR ARISING DIRECTLY OR INDIRECTLY OUT OF THE FOLLOWING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, (a) THE USE OF YOUR CARD; (b) THE FAILURE, INTERRUPTION, OR AVAILABILITY OF PAYMENT SERVICES THROUGH PAYNEARME; (c) THE TIMELINESS, ACCURACY, COMPLETENESS, MISDELIVERY, OR THE FAILURE IN DELIVERY OF ANY SERVICES OR INFORMATION, INCLUDING E-MAILS, AVAILABLE OR TO BE MADE AVAILABLE OR DELIVERED THROUGH OR AS A PART OF YOUR CARD SERVICES OR USE OF THE CARD; (d) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY INFORMATION, NOTICES OR OTHER COMMUNICATIONS OF OR RELATED TO YOUR CARD; (e) ANY OTHER MATTER RELATED TO YOUR CARD. YOU AGREE THAT WE ARE NOT LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION TO ANY ACT OR OMISSION BY YOU OR ANOTHER PERSON OR ENTITY, ANY FAILURE OR DELAY IN USING THE CARD FOR ANY REASON AT ANY TIME, OR ANY CAUSE OF ACTION RESULTING FROM YOUR USE OR ATTEMPTED USE OF THE CARD IN ANY MANNER.

If any part of these Terms and Conditions is not valid, then to the extent possible, that part will be interpreted according to the intent of you and us and the other parts of these Terms and Conditions will remain valid. IF YOUR STATE OF RESIDENCE DOES NOT PERMIT A LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DISCLAIMERS OF CERTAIN WARRANTIES AS DESCRIBED IN THESE TERMS AND CONDITIONS, THEN ALL OR A PORTION OF THOSE SECTIONS MAY NOT APPLY TO YOU.