



Terms of Use

April 17, 2018

User Agreement

Welcome to C2FO's website. This website is owned and operated by Pollen, Inc., a Delaware corporation, and its affiliates (“**C2FO**” or “**we**” or “**us**”). Anyone who accesses or uses the Website, including without limitation, the text, data, source code, software, photos, images, information, resources, services, products, tools, and other information (collectively the “**Resources**”) is hereinafter referred to as a “**User**” or “**you.**” By visiting our website at www.c2fo.com, capital.c2fo.com, or info.c2fo.com, including any subdomain thereof (“**Website**”), you acknowledge and agree to accept and adhere to the following terms and conditions as stated in this agreement (hereafter referred to as “**User Agreement**”), along with the terms and conditions as stated in our Privacy Policy (<https://c2fo.com/privacy>). If you do not agree to these terms and conditions, you should exit this website immediately.

We reserve the right to change or amend this User Agreement from time to time without notice. All changes shall be effective upon posting. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. We may terminate, suspend, change, or restrict your access to all or any part of the Website without cause, notice, or liability.

Limitations of Use and Compliance with Laws

You agree to use the Website and the Resources, only for the purposes permitted by (a) the terms and conditions of this User Agreement, and (b) applicable laws, regulations, and generally accepted online practices and guidelines.

The Website and the Resources are intended solely for Users who, if natural persons, are eighteen (18) years of age or older, and any registration by, use of, or access to the Website by natural persons under 18 years of age is unauthorized, unlicensed, and in violation of this User Agreement. By using the Website or any Resources, you represent and warrant that, if you are a natural person, you are 18 years of age or older, and that you agree to and will abide by all the terms and conditions in this User Agreement.

Engaging in any activity that disrupts or interferes with the Website or the Resources, including the servers and/or networks to which the Website or the Resources are located or connected, is strictly prohibited. Attempting to copy,



duplicate, reproduce, sell, trade, or resell the Website or the Resources is strictly prohibited.

Consent to Doing Business Electronically (Consent)

Affirmative Consent

Because C2FO operates principally on the internet, you will need to consent to receive communications and transact business with us online and electronically. This section informs you of your rights when receiving notices, disclosures, documents, reviews, analyses, information, communications, or other materials (collectively “**Communications**”) from us electronically. By accessing this Website, you certify that you understand the requirements stated herein and consent to transact business electronically. You hereby agree that we may, at our sole discretion, deliver all Communications concerning you, your business, or C2FO, including, without limitation, information, required or permitted to be provided to you and/or your business under this User Agreement or any other agreement between you and/or your business and C2FO by means of email, posting on the Website, or other means of electronic communication. You will keep us informed of any change in you or your business’s email or mailing address so that you can continue to receive all Communications promptly. You have the right to receive a free paper copy of any Communication by contacting us in the manner described below.

Withdrawing Consent

You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. However, you acknowledge that we may continue to deliver Communications electronically to you after you withdraw consent that are either 1) relevant to our concluding any transactions that occurred while you were a User, or 2) required by law. The withdrawal of your consent will not affect the legal validity and enforceability of any business transacted between us prior to the time you withdraw your consent, including this User Agreement or any other agreements. Any other further Communications after you withdraw consent, including Communications will be sent by mail to the business address provided or by other non-electronic means. We may discontinue providing electronic Communications at any time in our sole discretion.

If you withdraw your consent to receive Communications electronically, we will confirm your withdrawal and its effective date in writing by email.



Paper Copies

Any Communications will be provided to you and/or your business electronically either on our Website or via electronic mail to the email address you provide(d). If you require paper copies of such Communications, you may contact us as provided below and a paper copy will be sent to you at no charge. A request for a paper copy of any Communication will not be considered a withdrawal of your consent to receive Communications electronically.

How to Contact Us Regarding Electronic Disclosures

You can contact us via email at info@c2fo.com or by calling us toll-free at [+1 866.463.6565](tel:+1866.463.6565). You may also reach us in writing to us at C2FO, 2020 West 89th Street, Suite 200, Leawood, KS 66206, Attention: Compliance.

1. To withdraw your consent to receive communications electronically, please label your email or letter, or preface your call with: Withdrawing Consent
2. To update the email address at which you receive communications electronically or your mailing address, please label your email or letter, or preface your call with: Updated Email Address or Updated mailing address (as applicable)
3. To request paper copies, please label your email or letter, or preface your call with: Paper Copies

Hardware/Software Requirements

Before you decide to do business electronically with us, you should consider whether you have the following required hardware and software capabilities. To access and retain the Communications electronically, you will need to use a device with an internet connection, an up-to-date browser (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher) capable of opening portable document formats (PDF), a valid email address that has been provided to C2FO, and a printer or an ability to save electronic Communications to your personal computer or device. You acknowledge that you can receive and access electronic Communications in the designated format(s) described herein, or other effective manner. For access and optimal printing of your loan documents in PDF format, please download Adobe Reader (to install the free version of Adobe Reader click here: <http://get.adobe.com/reader/otherversions/>). If you are accessing our Website electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device's app store. If your mobile device does not have this



functionality, you must access our Website through alternate means that provide you with the ability to print and save the Communications.

You agree to print a copy of this Consent for your records and you agree and acknowledge that you can access, receive and retain all Communications electronically sent via email or posted on the Website.

Consent to be Contacted

You hereby expressly consent to be contacted by us in any way, including SMS/MMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automated texting system at the telephone number provided by you on this Website, any other number subsequently provided by you, or any number at which we reasonably believe we can reach you (through skip trace, caller ID capture, or other means). You consent to receive SMS/MMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf, for any purpose in connection with this Website, your application, or your loan. Automated messages may be played when the telephone is answered, whether by you or someone else. If an agent or representative calls, he or she may also leave a message on your answering machine, voicemail, or send one via text. You represent that you are the owner or authorized user of any telephone number you provide. You represent that you are permitted to receive calls and/or messages at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

You understand and acknowledge that your carrier may charge fees for communications via text messaging, internet or telephone. Any and all fees are your sole responsibility. You also understand and agree that consent is not required as a condition of receiving credit.

Opting Out

You may revoke your consent to receive communications via text at any time by emailing us at info@c2fo.com, or contacting us by mail at C2FO, 2020 West 89th Street, Suite 200, Leawood, KS 66206, Attention: Compliance.

Call Monitoring and Recording

If you contact C2FO (including our agents, representatives, affiliates, third parties, or anyone calling on our behalf) by phone or C2FO (including our agents,



representatives, affiliates, third parties, or anyone calling on our behalf) contacts you by phone, you agree that we may monitor and/or record the call for purposes including but not limited to quality assurance, training, risk management and/or collection purposes.

Offers and Promotional Materials

C2FO may, from time to time, offer discounted rates, reduced fees, discount codes, discount coupons or other such promotional offers (collectively “**Offers and Promotional Materials**”) to certain Users. Unless otherwise required by law or specifically authorized in writing by C2FO, such Offers and Promotional Materials are non-transferable. C2FO expressly prohibits the reproduction of its Offers and Promotional Materials, unless specifically authorized in writing by C2FO.

Marketing Content

C2FO may display certain resources and tools for informational and marketing purposes on the Website. These illustrative items, including but not limited to loan application timelines and estimated payments calculators, may be based on averages or approximations of historical applications, and/or be based on our most creditworthy applicants, and thus are not necessarily indicative of your individual situation. Additionally, these items may be subject to change.

Access to Resources

To access the Resources, you may be required to provide certain information about yourself and your business (including information about your identity, finances, and business performance) as part of the registration process. You agree that any information you provide will be accurate, correct, and up to date.

You are responsible for maintaining the confidentiality of any login information associated with any account you use to access the Resources. Accordingly, you are responsible for all activities that occur under your account. Accessing (or attempting to access) any of the Website or the Resources by any means other than through the means we provide, is strictly prohibited, and you agree not to access (or attempt to access) the Website or the Resources through any automated or unconventional means without our written consent. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you.



Content Posting

We may provide links to various social media services. You understand that we do not pre-screen or monitor the content posted by Users of the open communication tools on these social media services, and it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools made available on the social media services, you agree that you will not upload, post, share, or otherwise distribute any content that:

1. is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
2. infringes on any trademark, patent, trade secret, copyright, or any other proprietary right of any party;
3. contains any type of unauthorized or unsolicited advertising; and
4. impersonates any person or entity, including any C2FO employees or representatives.

We have the right, in our sole discretion, to remove any content that we feel does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any third-party copyrights or trademarks. You hereby consent to the removal of any content we may choose to remove, and you consent to waive any claim against us. We are not responsible for any delay or failure in removing any content.

We do not assume any liability or guarantee the accuracy of any content posted by you or any other third-party Users. Any content posted by you using any open communication tools on the social media services, provided that it does not violate or infringe on any third party copyrights or trademarks, becomes the sole property of C2FO, and as such, gives us exclusive rights to reproduce, modify, adapt, translate, publish, publicly display, and/or distribute as we see fit.

User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Indemnification

You agree to indemnify and hold harmless C2FO and its affiliates, and each of their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages, and costs, including reasonable



attorneys' fees, resulting from any violation of this User Agreement, your use of the Website or the Resources, or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Privacy

Your privacy is very important to us, which is why we have created a separate Privacy Policy (<https://c2fo.com/privacy>) to explain how we collect, manage, process, secure, and store your private information. Our Privacy Policy is included under the scope of this User Agreement.

Limitation of Warranties

THE WEBSITE AND RESOURCES MAY CONTAIN TECHNICAL ERRORS TYPOGRAPHICAL MISTAKES, OR OTHER INACCURACIES. C2FO DOES NOT UNDERTAKE THE RESPONSIBILITY TO UPDATE OR AMEND THE WEBSITE OR THE RESOURCES OR TO PROVIDE SUPPORT FOR YOUR USE OF THE WEBSITE OR THE RESOURCES. UNLESS OTHERWISE EXPRESSED, THE WEBSITE AND THE RESOURCES ARE PROVIDED AS-IS, WITHOUT ANY WARRANTY AND C2FO EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT THE WEBSITE OR THE RESOURCES ARE ACCURATE, ADEQUATE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Furthermore, you understand and agree that:

1. any content downloaded or otherwise obtained through the use of the Website or the Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content; and
2. no information or advice, whether expressed, implied, oral or written, obtained by you from C2FO or its affiliates (and each of their agents or representatives) or through the Website or the Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.



Limitation of Liability

UNDER NO CIRCUMSTANCES WILL C2FO OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES INCLUDING GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION) OF ANY KIND WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE ARISING OR RELATING IN ANY WAY TO THE USE OR INABILITY TO USE BY ANY PARTY OF THE WEBSITE, THE RESOURCES, OR ANY THIRD-PARTY WEBSITE TO WHICH THIS WEBSITE IS LINKED, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF C2FO, ITS AFFILIATES, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. NEITHER C2FO NOR ITS AFFILIATES ARE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE IS TO STOP USING THE WEBSITE. IF YOUR USE OF MATERIALS FROM THIS WEBSITE RESULTS IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. IF THE FOREGOING LIMITATION IS FOUND TO BE INVALID, YOU AGREE THAT C2FO AND ITS AFFILIATES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR THE USE OF THE WEBSITE.

Copyrights/Trademarks

All content and materials made available by C2FO, including, but not limited to, the Website, Resources text, graphics, website name, code, images, and logos are the intellectual property of C2FO, its affiliates, or the original creator of the material, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to, the reproduction, distribution, display, or transmission of any content on this Website is strictly prohibited, unless specifically authorized in writing by C2FO.

Other Agreements

In addition to this User Agreement, you may enter into other agreements with us that will govern your use of the Website or the Resources. If there is any contradiction or conflict between this User Agreement and another agreement you enter into with us applicable to the Website or the Resources, the other agreement



shall take precedence in relation to the specific aspects of the Website or the Resources.

Severability

If any part, term, or provision of this User Agreement is held to be illegal, in conflict with any law, or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected, and the rights and obligations of the parties shall be construed and enforced as if this User Agreement did not contain the particular part, term, or provision held to be illegal or invalid.

Termination of Use

You agree that we may, at our sole discretion, limit, suspend, or terminate your access to all or part of the Website and the Resources without notice and cause. Any suspected illegal, fraudulent, or abusive activity is also grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination of this User Agreement, your right to access or use the Website and the Resources will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Headings and Section References

Headings of the articles and sections in this User Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

Governing Law

This User Agreement shall be construed and governed in accordance with the laws of the State of Kansas, excluding conflicts of law provisions. Any action relating to this User Agreement shall be brought in the federal or state courts located in Johnson County, Kansas or the U.S. Federal District Court of the District of Kansas. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Contact Information

If you have questions regarding this User Agreement, the Website, or the Resources, please contact us by e-mail at info@c2fo.com.