



## Terms of Service

Last Updated: November 20th, 2024

Welcome to StandardAcceptance.com, the website and online service ("Site") of Standard Acceptance Inc. and its subsidiary Standard Acceptance Operations, Inc. ("Standard Acceptance," "Company," "we," "our," or "us").

These Terms of Service explain the terms under which you may use our online services, website, mobile applications, and software provided on or in connection with the service and govern any and all communications with us via phone, email, text, or other means (collectively, the "Service").

By accessing or using the Service through any direct or indirect means, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement ("Agreement" or "Terms of Service") and to the collection and use of your information as outlined in the Standard Acceptance Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access or use the Service ("Users").

Please read this Agreement carefully. If you do not agree to the terms outlined here, you must not use the Site or Service. By using this website, you are entering into a legal agreement to abide by the Terms of Service detailed in this document and are affirming that you have read, understood, and fully accept these Terms of Service.

The following terms are defined as follows:

- **Site:** This website, excluding [www.StandardAcceptance.com/insurance](http://www.StandardAcceptance.com/insurance), which is subject to the Terms of Service displayed here.
- **Standard Acceptance, Company, we, our, us:** Standard Acceptance Inc. and its subsidiary Standard Acceptance Operations, Inc.
- **You or your:** Refers to the individual(s) using the Site and/or Services and any individual(s) acting as an agent on behalf of another individual or entity with respect to the Site and/or Services.
- **Service:** Includes our online services, website, mobile applications, software provided on or in connection with the service, and any communications with us via phone, email, text, or other means, whether directed to you, a Provider, or another third party on your behalf.
- **Agreement or Terms of Service:** Refers to this document in conjunction with Standard Acceptance's Privacy Policy.
- **Users:** All visitors, users, and others who access or use the Service.
- **Providers:** Any and all third parties with which Standard Acceptance facilitates interactions via the Service, such as companies offering financial services in their own name or on behalf of a third party. Examples include banks, credit card issuers, lenders,

loan brokers, credit repair companies, real estate companies, and insurance producers or agents.

- **Account Information:** Any financial account information collected from you or a third party to provide the Service.
- **Third-Party Accounts:** Financial or other accounts maintained with companies other than Standard Acceptance.
- **Login Details:** Usernames, passwords, or other credentials required to access your Standard Acceptance account or other third-party accounts.

#### **THIS AGREEMENT INCLUDES:**

- **A MANDATORY ARBITRATION OF DISPUTES CLAUSE**, which requires disputes to be resolved through arbitration on an individual basis, rather than through jury trials or class actions (see Section 9).
- **CONSENT TO RECEIVE ALL LEGALLY REQUIRED COMMUNICATIONS AND DISCLOSURES ELECTRONICALLY** (see Section 4).
- **CONSENT TO RECEIVE AUTOMATED TELEPHONE CALLS, SMS MESSAGES, AND CALL RECORDINGS** (see Section 3).

Sections titled “*What Does This Mean*” are not legally binding and are included solely to help you better understand the legal terms of this Agreement.

**IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION:** By using the Services, accessing this Site, or accepting this Agreement, you and we agree (with limited exceptions) to resolve any disputes between us through the dispute resolution process described in Section 9 below. Both you and Standard Acceptance waive the right to bring or participate in any class action related to such disputes.

Please carefully review Section 9, titled “*Informal Dispute Resolution Procedure, Arbitration Agreement, and Class Action Waiver*,” for details about this dispute resolution process, including the procedure for opting out of arbitration.

## **1. Your Use of Standard Acceptance’s Service**

Standard Acceptance operates as a marketplace that allows Users to compare various financial products from financial institutions, such as credit card issuers, banks, and lenders (“Provider(s)”). We are not a financial institution (i.e., we are not a bank, lender, or credit card issuer).

### **1.1 Eligibility**

*What does this mean?*

These Terms of Service represent a legally binding agreement. To use our Service, you must have the legal capacity to enter into this agreement.

You may only use the Service if you are a natural person (not a business or corporate entity) and are legally able to form a binding contract with Standard Acceptance. Access to and use of the Service by anyone under the age of majority in their state of residence is strictly prohibited and constitutes a violation of this Agreement. Individuals who are at least 16 years old but under the age of majority and are seeking a student loan should consult with a parent or guardian, who may create an account and act as a cosigner.

## **1.2 Modifications to this Agreement**

*What does this mean?*

When this Agreement is updated, the date of the update will be posted at the top of the page, which will serve as the Effective Date of the revised Agreement. For substantial changes, we will provide 30 days' notice before they take effect.

We reserve the right to modify these Terms of Service at any time. If changes are made, the updated Terms of Service will be posted on the Site, and the date of the most recent revision will be displayed at the top of this page. The revised Terms of Service will become effective immediately upon posting. If the changes are significant, we will provide you with 30 days' prior notice by posting an announcement on the Site. You acknowledge and agree that continued use of the Site or Service after any modifications are posted constitutes your acceptance of the updated Terms of Service.

## **1.3 Your Consent to Collect and Share Your Information and Requests**

*What does this mean?*

To provide the Service, we may share the information you provide with Providers to enable specific functionalities on the Site or through the Service.

In some cases, your request will be treated as an application for credit, such as when you "Select" a Provider and submit a request for an offer of credit.

When you use the Service and its features, your personal information may be collected and transmitted to facilitate the Service's functionality. You authorize Standard Acceptance to share your information with Providers to deliver personalized prequalified rates, quotes, and offers. You acknowledge that in some instances, your submission may be treated as an application for a Provider's credit products or services.

## **1.4 Your Accounts and Account Information from Third Parties Integrated with Our Service**

To enhance the Service, Standard Acceptance works with third-party service providers to access information about loans or other financial products you may have with other financial institutions or Providers ("Account Information" related to "Third-Party Accounts").

By entering your login credentials, such as usernames and passwords ("Login Details"), for your Third-Party Accounts, our service providers can retrieve your Account Information to populate certain fields within the Service automatically ("Auto-Population"). This reduces the need for you to input information manually.

By providing your Login Details, you consent to these third-party service providers accessing your Third-Party Accounts and Auto-Populating information within the Service. This allows Standard Acceptance to share relevant information (e.g., loan details) with Providers.

You affirm that you are solely responsible for the accuracy and content of your Account Information accessed by third-party service providers. You also understand and agree that Standard Acceptance has no control over the operations of these third-party providers and

accepts no liability for any actions or inactions by them that might result in your inability to access your accounts, retrieve data, or use the Service effectively.

## 1.5 Credit Inquiries (“Pulling Your Credit”)

*What does this mean?*

- **Soft Credit Inquiries:** When you use our Service, you consent to a soft credit inquiry. This type of inquiry is used to evaluate your credit profile and determine if you qualify for prequalified rates. Soft credit inquiries do not affect your credit score.
- **Hard Credit Inquiries:** Standard Acceptance does not perform hard credit inquiries. However, Providers may perform hard credit inquiries when you submit an application for credit. These inquiries, which may affect your credit score, are initiated by the Provider or their agents. Typically, a hard credit inquiry may impact your credit score by up to 8 points, though the effect could be greater in some cases.

The section above outlines how your credit report information may be used during the process.

### Your Consent to a Soft Credit Inquiry

When you create or maintain an account or use the Service to request prequalified rates, you provide written authorization, as permitted by the Fair Credit Reporting Act and other applicable laws, for Standard Acceptance, its Providers, and their respective agents to request, receive, and retain copies of your consumer credit report and score from credit reporting agencies (e.g., Experian, TransUnion, and Equifax). This consent applies on an ongoing basis for as long as you maintain an account with Standard Acceptance.

If you wish to opt out of recurring credit inquiries or deactivate your account, you can contact our customer service team by emailing [support@StandardAcceptance.com](mailto:support@StandardAcceptance.com). Upon your request to opt out or terminate your account, we will cease performing credit inquiries. For more details about account deactivation or termination, refer to the section titled “*Term and Termination*” below.

This credit inquiry is considered a “soft credit inquiry,” which does not impact your credit score. Soft inquiries appear only on copies of your credit report provided directly to you and are not visible to creditors or other users of your credit report.

### How Credit Report Information is Used

The credit report information we access may be used for various purposes, including but not limited to:

1. Verifying the accuracy and truthfulness of the information you provide, including confirming your identity.
2. Assessing your credit history and score to identify products or services for which you may be eligible, both now and in the future.
3. Matching you with Providers, third parties, and their or our respective products, services, offers, or promotions on a recurring basis.
4. Displaying your credit information to you.
5. Monitoring changes in your credit report to notify you of updates, deliver targeted advertising, or conduct data analysis.

6. Identifying and advertising products and services that may interest you.
7. Developing advertising models to market relevant products and services to you and other consumers.
8. Determining the pricing that Providers pay to Standard Acceptance for its services.
9. Analyzing trends in the usage of credit products and services, whether or not those products and services are offered by Standard Acceptance.
10. Verifying whether you closed a loan with a Provider, whether the loan resulted from or was independent of your use of the Service.

### **Your Consent to a Hard Credit Inquiry When Submitting an Application for Credit**

When you submit a credit application to a Provider or as specified in the Provider's terms or credit inquiry consent, you authorize the Provider or its agents to perform a "hard credit inquiry," as permitted under the Fair Credit Reporting Act and other applicable laws.

Hard credit inquiries may impact your credit score and are required by creditors when you apply for credit or during the loan underwriting process. Examples of situations where you are applying for credit and consenting to a hard inquiry include:

1. Submitting an application with a credit card issuer for a credit card.
2. Selecting a loan product and Provider after receiving personalized, prequalified rates for a mortgage loan, personal loan, student loan, or student loan refinancing and submitting a request to the Provider.
3. Moving forward with one or more Providers, even if prequalified rates were not presented by the Provider(s).

### **1.6 Prequalified Rates**

For personal loans, student loans, student loan refinancing, and home loans (mortgages), Standard Acceptance provides a platform that allows you to request personalized, prequalified rates from participating Providers. The following disclaimers outline key aspects of the prequalification process:

- **Prequalified rates are potential options, not offers of credit:**  
The prequalification process facilitated by Standard Acceptance is designed to give you preliminary information about potential loan options from participating Providers. Standard Acceptance is not a lender and does not make credit decisions or establish credit criteria. A prequalification inquiry is not an application for credit. All credit decisions, including loan approvals, are made solely by the Providers. Standard Acceptance does not guarantee your eligibility for credit or any specific loan.
- **No guarantees:**  
Standard Acceptance and its Providers may not have prequalified rate information for every situation and may be unable to provide a prequalified rate for all inquiries. Furthermore, receiving a prequalified rate does not guarantee that the Provider will offer you credit. Some Providers on the Standard Acceptance platform do not participate in providing prequalified rates, and you may need to apply directly with those Providers.
- **Displayed prequalified rates are indicative and subject to change:**  
Rates provided during the prequalification process are for informational purposes only

and are not offers of credit. Providers may change or withdraw prequalified rates at any time. The rates displayed are based on the information you provided, combined with a soft credit inquiry (authorized by you) and the specific criteria of each Provider. Rates for home loans are especially dynamic and can change multiple times daily. A rate becomes final only after you submit a full application, are approved, and lock your rate upon your approval or request.

- **Post-prequalification process for obtaining an offer of credit:**

After reviewing your prequalified options on the Standard Acceptance dashboard, you may choose to proceed by completing the Provider's application. This includes reviewing and consenting to the Provider's terms of use, privacy policies, disclosures, credit pull authorization, and any other required documentation. For home loans, additional documentation and verifications are required. A hard credit inquiry will also be conducted to further evaluate your creditworthiness based on the Provider's sole discretion. The actual loan terms, if any, will be shared on your Standard Acceptance dashboard after your application is processed. Providers reserve the right to deny credit applications if their criteria, including creditworthiness or other non-credit-based factors, are not met.

- **Factors influencing rate changes:**

Prequalified rates may change due to various factors, including:

1. Changes in your credit profile.
2. Additional or incomplete information provided during the application process.
3. Shifts in APRs, such as an increase in the rate index between prequalification and loan application, loan closure, or rate locking (for home loans). For variable rate loans, the interest rate index may fluctuate at any time.

- **Errors in displayed information:**

Standard Acceptance and its Providers are not responsible for typographical or other errors in the information provided during the prequalification process.

- **Application for credit:**

By providing your information to Standard Acceptance or submitting it to a Provider, you acknowledge that your information may be treated as an application for credit. You will receive all relevant disclosures and terms, which you must review and accept to proceed with the application process.

## **1.7 Federal Aid**

When considering student loans or refinancing student loans, it is important to remember that federal loans come with significant benefits and protections, such as deferment, forbearance, and loan forgiveness programs. These benefits will be forfeited if you refinance into a private loan or choose private student loan options. While some private lenders may offer certain benefits similar to those of federal loans, not all do. It is your responsibility to thoroughly review the disclosures provided by the Provider before obtaining a private loan. For additional information on federal student loans, visit [studentaid.gov](https://studentaid.gov).

## **1.8 No Recommendations or Professional Advice**

### **What does this mean?**

We do not offer advice or recommendations about specific products or services.

Instead, our goal is to provide you with detailed information about products and services based on the information you share with us or authorize us to collect (e.g., responses to questions, a soft credit inquiry, and preferences you identify). This enables you to compare options side-by-side and make decisions that are best for your unique needs.

We strongly encourage you to seek guidance from financial professionals or other experts who can offer personalized advice tailored to your specific financial situation.

Nothing on the StandardAcceptance.com website or through the services provided should be interpreted as professional advice or recommendations. This includes, but is not limited to, financial, tax, legal, or other professional advice. Standard Acceptance is not liable for any advice you may receive from Providers or third parties linked through the Site. We recommend consulting a financial advisor, tax professional, or legal expert to assist you in making decisions related to the use of the Service and the products or services offered by Providers.

## **1.9 Standard Acceptance Accounts**

### **What does this mean?**

To access specific features of our Service, you must create an account on our platform. The information you provide must always be truthful, accurate, and complete. Inaccurate or incomplete information could prevent us or Providers from verifying your identity or displaying relevant products, services, or content tailored to you. You are allowed only one account, which must remain secure and private—do not share your account details with anyone.

When using the Service, you may need to set up an account ("Account"). By doing so, you agree to the following requirements regarding your Account:

### **YOUR INFORMATION MUST BE ACCURATE AND UP-TO-DATE:**

You are responsible for providing truthful, accurate, and complete information when prompted by the Service or any forms accessed through it. If your information changes, you agree to update it promptly to maintain its accuracy and completeness. Standard Acceptance makes no guarantees about the accuracy of the information you provide, which is shared with Providers; ensuring accuracy is your responsibility. Inaccurate or incomplete information may affect the products, services, or content (e.g., rates, quotes, or offers) displayed to you through the Service.

### **ONLY ONE ACCOUNT:**

You may not create more than one Account without explicit written permission from Standard Acceptance.

### **ACCOUNT SECURITY:**

You are responsible for maintaining the confidentiality of your Account password. We recommend and may require the use of "strong" passwords, which combine uppercase and lowercase letters, numbers, and symbols. If you become aware of any security breach or unauthorized use of your Account, you must notify Standard Acceptance immediately. We are not liable for losses caused by unauthorized access or use of your Account.

### **VERIFICATION OF IDENTITY (Patriot Act Information Disclosure):**

To assist in combating identity theft, terrorism funding, and money laundering, Standard Acceptance, Providers, and their respective agents may collect, verify, and record identifying information from anyone opening an account with us. This may include your Social Security Number, address, phone number, date of birth, and other details necessary to confirm your identity. Additionally, you may be required to provide documents such as a driver's license or other forms of identification to further facilitate identity verification.

## **2. Changes to the Service; Prohibited Activities**

### **What does this mean?**

We have the right to modify, limit, or terminate the Service or your access to it at any time. Additionally, there are certain rules you must follow when using the Service; examples of prohibited activities are outlined in this section.

We may, at our sole discretion and without prior notice, alter the Service, discontinue certain features, restrict access to some or all Users, or impose usage limits. Your access to the Service may be suspended or permanently terminated at any time, with or without notice or liability, particularly if we determine you have violated any provision of this Agreement, or for no specific reason at all.

While we reserve the right to terminate your use of the Service at any time, here are specific activities that are strictly prohibited when using the Service:

### **ADVERTISING AND COMMERCIAL SOLICITATION:**

- You are prohibited from advertising or soliciting any User to buy or sell products or services, except as explicitly permitted under this Agreement and the Service.
- You may not use information obtained from the Service to advertise to, solicit, or sell products or services to any User without their prior explicit consent.

### **NO HARASSMENT:**

- You must not harass, annoy, intimidate, or threaten other Users, employees, or agents of Standard Acceptance who are providing the Service.

### **NO IMPERSONATION:**

- You may not impersonate any individual or entity, misrepresent your association with a person or organization, commit fraud, or attempt to conceal your identity.

### **TECHNOLOGICAL USE:**

You may not engage in any of the following activities:

- Copying, distributing, or disclosing any part of the Service via any medium, including automated or non-automated scraping.
- Using automated systems (e.g., “robots,” “spiders,” “offline readers”) to access the Service in a manner that generates more request messages to Standard Acceptance servers than a human using a standard web browser would produce in the same time frame.
- Transmitting spam, chain letters, or other unsolicited communications.
- Attempting to interfere with or compromise the security of the Service or to decipher transmissions to or from Service servers.
- Taking actions that impose an unreasonable or disproportionately large load on our infrastructure, as determined at our sole discretion.
- Uploading invalid data, viruses, worms, or other harmful software agents through the Service.



- Collecting or harvesting personally identifiable information (e.g., account names) from the Service without authorization.
- Interfering with the proper functioning of the Service.
- Accessing any Service content through unauthorized means or technology.
- Using data provided by Standard Acceptance for competing purposes.
- Framing the Site or using framing techniques to enclose proprietary information, placing pop-up windows over the Site's pages, or otherwise interfering with the Site's display.
- Bypassing any measures designed to prevent or restrict access to the Service, including those that prevent unauthorized use or copying of content or enforce limitations on Service usage.

These rules exist to ensure the integrity, security, and functionality of the Service for all Users. Failure to adhere to these requirements may result in immediate termination of access and further legal action if warranted.

### **3. Your Consent to Telephone Calls, Call Recordings, and SMS Messages (Text Messages)**

#### **What does this mean?**

- By using our Service and providing your telephone contact information to us, you consent to receive calls and text messages from us and our Providers. You have the option to opt out at any time, but please note that opting out may prevent you from receiving important account updates, notifications, products, services, or other communications.
- Your mobile service provider may charge you for calls and messages according to your plan, and Standard Acceptance Inc. and/or Providers are not responsible for these charges.
- You agree to keep your contact information, including your phone number(s), up-to-date.
- Calls made to us and from us may be monitored and/or recorded for quality assurance, customer service, training, and risk management purposes.
- Your contact information may be shared with Providers when you choose a loan product or service, as they will need to contact you to complete the transaction you initiated.

#### **3.1 Consent to Receive Telephone Calls, SMS Messages, and Other Communications**

By voluntarily providing your phone number(s) to Standard Acceptance, you authorize us and our Providers (which, for the purposes of this section and Section 4, includes our and our Providers' agents and representatives) to contact you by phone and/or send text messages. This includes calls and text messages related to your account, application, loan, closing, product or service inquiries, transactions, and any interaction with us or our Providers, even if your phone number is listed on any state or federal Do Not Call list.

You expressly consent to receive such communications at any phone number you have provided or will provide to us or our Providers in connection with your account. You understand that anyone with access to your phone may listen to or read the messages we leave or send, and you agree that Standard Acceptance and our Providers will not be liable for third parties accessing

your phone.

You acknowledge that SMS alerts may not always be delivered if your carrier does not support short code messaging, if your phone is out of range, or if there is insufficient network capacity. Additionally, factors beyond your wireless carrier's control, such as your equipment, terrain, proximity to buildings, foliage, or weather conditions, may interfere with message delivery. Your wireless carrier does not guarantee delivery and is not liable for any delays or undelivered messages. For any questions regarding your text or data plan, we recommend contacting your wireless provider directly.

### **3.2 Opt-Out or Unsubscribe**

You may withdraw your consent to receive calls or SMS messages from Standard Acceptance at any time. To do so, you must send us written notice that includes your full name, mailing address, email address, and the phone number(s) for which you are revoking consent. This notice should be sent to:

Standard Acceptance Inc.  
Attn: Electronic Communications Delivery Policy  
1712 PIONEER AVE STE 500  
CHEYENNE, WY 82001 – 4406

Please note that opting out may prevent you from receiving important messages about your account, loan, application, closing, product updates, services, and improvements. Allow up to 30 days for us to process any opt-out request.

For questions about the short code service, you may email [compliance@standardacceptance.com](mailto:compliance@standardacceptance.com). For privacy-related inquiries, please refer to our privacy policy at [StandardAcceptance.com/privacy](https://StandardAcceptance.com/privacy). To stop receiving calls or SMS messages from our Providers, you must follow their opt-out procedures on their respective websites.

### **3.3 Sharing Your Phone Number with Providers**

You agree that we may share your phone number with Providers and their agents if they need to contact you regarding your submission, account, or a product or service you are considering.

### **3.4 The Phone Numbers You Provide**

You represent and warrant that you are the owner and/or primary user of any phone number you provide to us. If any of your phone numbers change, you agree to notify us in advance by email or by updating your account profile. You agree to indemnify, defend, and hold us and our Providers harmless from any claims, losses, liabilities, costs, and expenses (including reasonable attorney's fees) resulting from your failure to update your contact information, providing a phone number that is not yours, or violating any applicable laws or regulations.

### **3.5 Charges from Your Telephone Provider**

You understand that your mobile phone provider may charge you fees for calls or text messages that we or our Providers send you, based on the terms of your mobile plan. You agree that Standard Acceptance and our Providers are not responsible for these charges.

### **3.6 Call Recording and Monitoring**

Calls made to and from Standard Acceptance and its Providers (or third parties acting on their behalf) may be recorded or monitored for quality assurance, customer service, training, and/or risk management purposes. By using the Service, you consent to such monitoring and recording.

## **4. Your Consent to Electronic Communications**

### **Electronic Communications Delivery Policy (E-SIGN Policy)**

#### **What does this mean?**

In connection with your relationship with us, you have the right to receive certain information in paper form. However, by using our Service, you agree to receive all important communications from us and our Providers electronically, rather than on paper. As an internet-based company, we will provide all required information to you electronically, either by posting it on our website or by sending it to your email address.

This section explains what technology you need to view, save, and print these electronic communications, and confirms that you have these technological capabilities. It also outlines the requirement for you to keep your contact information current. You also have the option to opt-out of receiving communications electronically, but please note that opting out may affect your ability to use the Service.

#### **4.1 Electronic Delivery of Communications**

By using our Service, you consent to receiving all communications, agreements, documents, notices, and disclosures (collectively referred to as "Communications") electronically. These Communications include, but are not limited to:

- Agreements and Policies (e.g., the Standard Acceptance Terms of Service and Privacy Policy), including updates to these agreements or policies;
- Federal and State tax statements, if applicable;
- Loan product disclosures or other product-related notices, such as application disclosures.

We will provide these Communications by posting them on the StandardAcceptance.com website and/or sending them to the email address you have provided in your Standard Acceptance profile.

#### **4.2 Hardware and Software Requirements**

To access and retain electronic Communications, you will need the following hardware and software:

- A computer with an internet connection;
- A web browser with 128-bit encryption (e.g., Internet Explorer 11 or newer, Safari 9.0.3 or newer, Firefox v. 56 or newer, Chrome v. 60 or newer) with cookies enabled;
- Adobe Acrobat Reader 11 or newer to open .pdf files;
- A valid email address (your primary email on file with Standard Acceptance);
- Sufficient storage space to save past communications or an installed printer to print them.

By using the Service, you confirm that you have access to the necessary hardware and software to receive, open, print, and/or download copies of any communications for your records. You also confirm that the email address you provided is valid and that you are able to receive correspondence, including attached documents. You should print or save copies of these communications, as they may not be accessible later.

#### **4.3 Additional Mobile Technology Requirements**

If you are accessing the Service and receiving communications electronically via a mobile device (e.g., smartphone, tablet), you must ensure your mobile device has software that allows you to print and save the communications. These apps can typically be found in the respective app store for your device. If your mobile device does not support these features, please use a device that does.

#### **4.4 How to Withdraw Your Consent**

You can withdraw your consent to receive communications electronically at any time by sending a written request to:

Standard Acceptance Inc.  
Attn: Electronic Communications Delivery Policy  
1712 PIONEER AVE STE 500  
CHEYENNE, WY 82001 – 4406

Or by emailing us at [support@standardacceptance.com](mailto:support@standardacceptance.com).

If you withdraw your consent, Standard Acceptance and its Providers may, at their discretion, either deny your use of the Service or restrict, close, or deactivate your account, or impose additional fees for providing paper copies.

If you have consented to receive electronic communications and would like a paper copy of a communication we previously sent you, you may request a paper copy within 180 days of the communication date. To request this, please contact us using the information above. We will mail the paper copy to the address on file in your Standard Acceptance profile. Please note that we may charge you a Records Request Fee of up to \$5 for each communication provided in paper form.

#### **4.5 Updating Your Contact Information**

It is your responsibility to keep your email address up-to-date to ensure you can receive communications electronically from Standard Acceptance. If we send you an electronic communication and you do not receive it because your email address is incorrect, outdated, or blocked, you will be deemed to have received the communication.

If you use a spam filter that blocks or redirects emails from senders not in your address book, you must add Standard Acceptance to your address book to ensure you can receive our communications.

You can update your email or street address anytime by logging into your account on [StandardAcceptance.com](https://StandardAcceptance.com), navigating to the "Account Settings" menu. If your email becomes invalid and emails from us are returned, your account may be considered inactive until we receive a valid, working email address from you.

#### **4.6 Authorization to Email Sensitive Information; Responsibility for Security of Your Email Account**

By providing your email address to us, you expressly authorize Standard Acceptance to send any information, documents, or records related to your use of the Service to that email address. You represent and warrant that you are the owner and/or primary user of the email address you provide, and that only you or your authorized representative(s) can access the sensitive information delivered to that email address.

You are responsible for implementing appropriate security measures, such as using strong passwords and enabling multifactor authentication, to protect sensitive information received

via email. If your email address changes, you agree to notify us in advance by updating your profile or by emailing us at [support@standardacceptance.com](mailto:support@standardacceptance.com).

You agree to indemnify, defend, and hold Standard Acceptance and our Providers harmless from any claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from failure to update your contact information, misuse of an email address, unauthorized access to your email account, or any violation of applicable laws or regulations.

## **5. User Content Requirements and Intellectual Property Rights**

### **What does this mean?**

We value your feedback about the Site, Providers, products, and services. To display, share, and make that information you provide useful, you grant us the rights to “Use” that content, including editing, reproducing, displaying, and more (Section 5.1).

We also want to ensure that the platform remains safe and beneficial to all users. Therefore, you agree to abide by certain rules regarding the content you provide (Sections 5.2 and 5.3). If you violate these rules, there will be consequences (Sections 5.4 and 5.5).

We appreciate all of your ideas, but please note that you will not receive monetary compensation or any other form of compensation for them (Section 5.6).

Additionally, we impose limits on what you can do with the information available on our Site (Section 5.8). However, if you believe that we or anyone else is violating your rights regarding specific content, we provide a way for you to request that we remove that content from our Site (Section 5.9).

At Standard Acceptance, we are excited to offer a transparent marketplace where you can compare financial products to make informed decisions. As part of that transparency, we encourage all users to share constructive feedback based on their experiences with Standard Acceptance and Providers. Your experiences—both positive and negative—will help other users make more informed financial decisions. But please remember that by using the Site and Services, you agree to our Terms of Service and Privacy Policy, including the terms related to content you provide. Always be respectful of others and comply with the law, our terms of service, and our policies.

Before posting or submitting any content, please carefully review the following requirements:

### **5.1 You Grant Us a License to the Content You Post**

You own and are solely responsible for any content you submit, including testimonials, images, text, audio, or other materials (“User Content”). By submitting User Content, you grant us, our sublicensees, and assignees a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish your User Content in any media known now or in the future (“Use”).

You also grant us, our sublicensees, or assignees the right to use your name or image in association with your User Content, if we so choose.

To the fullest extent permitted by applicable law, you waive your moral rights in the content and agree not to assert those rights against us, our sublicensees, or assignees.

## **5.2 Your Representations and Warranties About the User Content**

By providing User Content, you represent and warrant that:

- You own the content or control all necessary rights to it;
- The content does not violate or infringe on the rights of any third party, including intellectual property rights, privacy rights, or publicity rights;
- The content is accurate, not obscene, false, libelous, or defamatory;
- The content will not cause harm or injury to any person, entity, or system.

## **5.3 You Agree Not to Post the Following Content**

- Private information about yourself or others (e.g., telephone numbers, addresses, email addresses, account numbers, etc.);
- False, deceptive, or misleading information;
- Content that encourages “gaming” or “churning” of another party’s products or services;
- Spam (e.g., advertising, commercial materials, solicitations, or promotional content);
- Disrespectful, illegal, or harmful content, including material that is unlawful, abusive, discriminatory, defamatory, infringing, invasive of privacy, harassing, humiliating, threatening, profane, or otherwise objectionable;
- Content that creates a risk of loss or damage to any person or property.

## **5.4 Your Obligations if You Violate (or Are Accused of Violating) Rights**

You agree to indemnify and hold Standard Acceptance harmless for any claims resulting from your User Content.

## **5.5 Monitoring, Editing, or Removing Your User Content**

Standard Acceptance reserves the right, but not the obligation, to monitor, edit, or remove your User Content for any reason, or for no reason at all. Any User Content you provide is considered non-confidential, and Standard Acceptance will not be held liable for its use or disclosure.

## **5.6 No Compensation for Your Ideas, Content, Suggestions, or Submissions**

If you submit ideas, suggestions, documents, or proposals (“Ideas”) to Standard Acceptance, you do so voluntarily and without expecting confidentiality. By submitting Ideas, you grant us ownership of those Ideas, including the right to use them for any purpose, in any form, and in any media, known or unknown, throughout the universe, without any obligation to pay or compensate you. You understand that Standard Acceptance may already be considering or developing ideas similar to yours.

## **5.7 Responses to Your User Content**

Any comments or responses posted by Standard Acceptance under its official account are not reviewed, provided, or endorsed by any Provider unless explicitly stated. Please note that Providers are not obligated to monitor or respond to any comments, questions, or reviews posted (either by you or us) and are not responsible for ensuring your posts or questions are answered.

## **5.8 Our Proprietary Rights**

Except for your User Content, the Service, and all related materials, including but not limited to software, images, text, graphics, logos, patents, trademarks, copyrights, audio, videos, music, and User Content posted by other Users (collectively referred to as “Standard Acceptance

Content”), are the exclusive property of Standard Acceptance and its licensors. Unless explicitly stated, nothing in this Agreement grants you any rights to use any of these Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Standard Acceptance Content.

The use of Standard Acceptance Content as part of any link to or from another site is prohibited unless prior written consent is obtained from Standard Acceptance.

You agree not to use the Services, this Site, or any Standard Acceptance Content—whether text, images, audio/video clips, or other materials—for the development of any software program, including but not limited to training or developing machine learning or artificial intelligence systems or algorithms.

### **5.9 DMCA Notice**

Respecting the rights of content owners is important to us. Standard Acceptance adheres to the Digital Millennium Copyright Act of 1998 (DMCA) and will respond to infringement notices that comply with the DMCA.

If you believe your copyrighted work has been copied in a way that constitutes infringement and is accessible via our Service, you may notify Standard Acceptance’s copyright agent. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work you claim has been infringed;
- Identification of the material that is alleged to be infringing, and where it can be found on the Site (e.g., a URL);
- Your contact information (address, phone number, and email);
- A statement that you believe in good faith that the material is not authorized by the copyright owner, its agent, or the law;
- A statement under penalty of perjury that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

The DMCA notice should be sent to:

**Attn: DMCA Notice**

Standard Acceptance Inc.

Attn: Electronic Communications Delivery Policy

1712 PIONEER AVE STE 500

CHEYENNE, WY 82001 – 4406

Email: [legal@standardacceptance.com](mailto:legal@standardacceptance.com)

If you knowingly misrepresent that material is infringing, you may be subject to legal penalties, including monetary damages and attorneys' fees. This process is intended solely for notifying Standard Acceptance and its affiliates about copyright infringement. It is advisable to consult an attorney about your rights and obligations under the DMCA and other applicable laws.

## **8. Disclaimer of Warranties and Guarantees; Limitation of Liability**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (i) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; OR (ii) WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE. NOTHING RELATED TO THE SERVICE SHOULD BE CONSTRUED AS INVESTMENT, LEGAL, OR PROFESSIONAL ADVICE.

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL STANDARD ACCEPTANCE INC., ITS PARENT, SUBSIDIARIES, PROVIDERS, OR THEIR RESPECTIVE AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR DATA, ARISING FROM YOUR USE OF THE SERVICES OR ANY CONTENT OR MATERIALS ACCESSIBLE THROUGH THE SITE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU WILL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR THE SERVICE OR \$100, WHICHEVER IS GREATER. THIS AGREEMENT DOES NOT LIMIT OUR LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, DEATH, OR PERSONAL INJURY WHERE APPLICABLE LAW WOULD PROHIBIT SUCH LIMITATIONS.

CERTAIN FEDERAL AND STATE LAWS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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**The Following Provisions Do Not Limit the Previous Disclaimers and Liabilities, But Serve as Examples:**

### **8.1 Assumption of Risk:**

You assume all risks and any damages associated with using the Services. Any content downloaded or otherwise obtained through the Services is done so at your own risk, and you are solely responsible for any damage to your computer system or loss of data resulting from downloading or using the Services. Standard Acceptance Inc. is not responsible for any personal injury or property damage that may occur from your access or use of the Site or Services.

### **8.2 Service Availability:**

We do not guarantee uninterrupted access to the Services and assume no responsibility for (i) any transmission interruptions; (ii) unauthorized access to or use of our servers or personal data stored therein; (iii) user content or any defamatory, offensive, or illegal conduct by third parties; (iv) any bugs, viruses, or malicious software that may be transmitted through the Services; (v) availability of the Site or Services at any specific time or location; or (vi) that any defects or errors will be corrected.

### **8.3 No Guarantee of Accuracy or Reliability:**



We do not guarantee the accuracy or reliability of any errors or inaccuracies in the content provided through the Services. It is your responsibility to verify the information provided on the Site or through the Services directly with the Providers.

#### **8.4 Informational Purposes Only; No Recommendations or Advice:**

The content and information provided are for informational purposes only. Any financial decisions you make are your responsibility. You should consult a financial advisor familiar with your unique circumstances before making any financial decisions. Nothing on the Site should be construed as financial advice.

#### **8.5 No Warranties Regarding Providers or Third Parties:**

We do not make any representations, warranties, or guarantees regarding any Provider or third-party, including those linked to or from our Site or Services. Standard Acceptance Inc. disclaims all responsibility for Providers' or third parties' sites, information, products, or services. You understand and agree that this Agreement, our Privacy Policy, and other Company terms do not apply to third-party websites. We are not a party to any transaction between you and a Provider or third-party.

#### **8.6 We Assume No Liability for Relationships or Interactions Between You and Providers or Third Parties:**

We do not guarantee that any Provider will approve your credit request or offer you credit or services. If a Provider offers a product or service or approves your request, we do not guarantee that the terms are the best or lowest available. We are not a party to any agreement between you and a Provider and do not monitor or verify information provided by Providers or third parties. You are solely responsible for accepting any offers and the terms of those offers.

### **9. INFORMAL DISPUTE RESOLUTION PROCEDURE, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

You and Standard Acceptance agree that any claim or dispute, whether arising at law or equity, between you and Standard Acceptance related to or arising from this or any previous version of the Agreement, your use of or access to the Service, shall be resolved in accordance with the provisions outlined in this Legal Disputes Section.

In order for Standard Acceptance to continue providing you and other users with the Service, you and we agree to the following procedures for resolving any dispute between us:

a. **Dispute:** The term "Dispute" is to be interpreted as broadly as possible and will be enforced. It includes any dispute, claim, demand, cause of action, or controversy between you and Standard Acceptance, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. "Dispute" also specifically includes, but is not limited to, disputes, claims, or controversies related to or arising from Standard Acceptance's Content, the Site, or the services provided by Standard Acceptance, including but not limited to the Services (as defined above), this Section 9, any aspect of this Agreement or any prior versions of this Agreement (including their applicability and conformance to applicable law), and any disputes regarding telephone, text message, or other communications received by either party. The exceptions to this Section 9 are: (i) both you and Standard Acceptance retain the right to pursue claims in small claims court; (ii) either party may take legal action to prevent the infringement or misuse of intellectual property rights; and (iii) either

party may bring an action in court to determine the enforceability of Sub-Section 9.b. and/or Sub-Section 9.k.

**b. Mandatory Informal Dispute Resolution Process:** You and Standard Acceptance agree that informal efforts to resolve disputes in good faith often result in quicker, more cost-effective, and mutually beneficial outcomes. Therefore, before filing an arbitration demand or lawsuit, both parties must follow the mandatory informal dispute resolution process:

i. **Notice:** To initiate the dispute resolution process, either you or Standard Acceptance must send the other party a written Notice of Dispute (“Notice”) containing the sender’s name, address, and contact information, the facts leading to the dispute, the Service related to the Notice, and the requested relief, including damages, if applicable, along with a detailed calculation of them. The Notice must also include your email address and (if different) the email associated with your Standard Acceptance account, if you have one. Our Notice will be sent to your email associated with your Standard Acceptance account (if applicable), and you consent to receive such notices as part of these dispute resolution terms. The Notice must be signed by the sender (not by an attorney). If you are represented by counsel, your signed statement must authorize Standard Acceptance to disclose your account details to your attorney while attempting to resolve your claim. The Notice must be specific to the dispute between the two parties, and not refer to any other person’s dispute. Your Notice should be sent to Standard Acceptance by email to [arbitration-notice@standardacceptance.com](mailto:arbitration-notice@standardacceptance.com) or by mail to: Arbitration Notice of Dispute, Standard Acceptance, 1712 PIONEER AVE STE 500, CHEYENNE, WY 82001 – 4406. The sender is responsible for proving the notice was provided in the required manner.

ii. **Good Faith Effort to Informally Resolve Dispute:** After receiving the completed Notice, both parties must engage in good faith efforts to resolve the dispute for a period of 60 days (which can be extended by mutual agreement). You and Standard Acceptance agree that after receiving the completed Notice, the recipient may request an individual telephone or video settlement conference, and both parties (and their counsel, if applicable) will attend and cooperate to schedule the meeting as soon as possible. If no agreement is reached to resolve the dispute within 60 days after receipt of the completed Notice (or within an extended period as mutually agreed), either party may proceed with further action as described below.

c. **Arbitration Agreement:** If the dispute is not resolved within 60 days of the Notice in accordance with the Informal Dispute Resolution Procedures, Standard Acceptance and you agree that any dispute regarding any aspect of your relationship with Standard Acceptance shall be resolved through binding, confidential, individual arbitration, and not in court, subject to the exceptions noted in Sub-Section 9.g. below. Thus, both you and Standard Acceptance waive the right to sue in court, including waiving the right to a jury trial.

d. **Controlling Law Regarding Arbitration Process and Agreement to Arbitrate:** This Agreement constitutes a transaction in interstate commerce and, as such, is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1–16, which governs the interpretation and enforcement of the arbitration provisions in Section 9. The provisions of Section 9 shall survive termination of this Agreement. Any action to compel arbitration under Section 4 of the FAA (or analogous state law) must be filed in a state or federal court located in Durham, North Carolina, unless the law mandates filing in another court. If the FAA does not apply, the laws of the State of North Carolina will govern. Any arbitration will be conducted by the American Arbitration Association (“AAA”) under its current rules, including its supplementary mass arbitration rules and fee schedule, as applicable, and as modified by Section 9. AAA's rules and fee schedules are available at [www.adr.org](http://www.adr.org). Unless in a Mass Filing as described in Sub-Section 9.k., the arbitration will be handled by a single neutral arbitrator, appointed according to AAA’s rules.

e. **Alternative Arbitration Provider:** If AAA is unavailable to handle arbitration, including if it cannot administer the arbitration according to the rules and procedures of Section 9, you and Standard Acceptance will choose another arbitration provider. If the parties cannot agree on an alternative, a court of competent jurisdiction will appoint an arbitrator pursuant to 9 U.S.C. § 5 to administer the arbitration under the terms of this Agreement, including Sub-Section 9.k. If AAA administers the arbitration, its Consumer Arbitration Rules and Optional Rules for Emergency Measures of Protection apply.

f. **Filing Fees and Costs:** The initiating party must cover the filing fees for the arbitration. Both parties are responsible for additional administrative and arbitrator fees as per the arbitration provider's rules, unless the arbitrator deems the claims frivolous, in which case the claimant must reimburse the respondent for its share of the fees.

g. **Waiver of Fees and Costs:** If you qualify for a waiver under applicable law or arbitration rules, and you cannot obtain a waiver from the arbitration provider, Standard Acceptance will cover the filing fees for you.

h. **Enforceability of Provisions:** Any claim regarding the enforceability of Sub-Section 9.b. or Sub-Section 9.k. must be brought in court, which has exclusive authority to determine the enforceability of these provisions.

i. **Class Action Waiver:** You and Standard Acceptance agree that claims will only be brought in individual capacity, not as a representative or class member. The arbitrator has no authority to award class-wide relief.

j. **Arbitration Procedures:** You understand that arbitration does not involve a judge or jury, and the arbitrator's decision is final and binding. The arbitrator can award damages and relief as allowed by law.

k. **Mass Filings:** If multiple claims similar to yours are filed (a "Mass Filing"), additional protocols will apply. A bellwether arbitration may be held to resolve the initial claims, and a global mediation process will follow. If necessary, Batch Arbitration will be used to resolve multiple claims in a consolidated manner.

l. **Live Testimony:** You must appear personally, virtually, or otherwise as authorized at any arbitration hearing. If you fail to appear, the arbitrator may close the case.

m. **Discovery and Information Exchange:** Both parties must cooperate in sharing non-privileged documents and information as necessary for the arbitration.

n. **Attorney's Fees and Fee Shifting:** Each party is responsible for its own attorney fees unless the prevailing party is entitled to reimbursement under applicable law.

o. **Limitations on Relief:** The arbitrator can award only individual relief as permitted by law and this Agreement.

p. **Confidentiality:** Both parties agree to maintain the confidentiality of arbitration proceedings, documents, and awards, unless required by law or court order.

q. **Severability of Section 9:** If any part of Section 9 is deemed invalid, the remainder will remain effective.

r. **Court Proceedings:** If a court refuses to compel arbitration, the dispute must be brought in the courts of Durham, North Carolina, unless law mandates another jurisdiction.

## **10. General**

### **10.1 Governing Law**

This Agreement will be governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to its conflict of law provisions.

Except with respect to Disputes to be resolved through the process in accordance with Section 9 contained above, you and Standard Acceptance agree to submit to the exclusive jurisdiction of the federal or state courts located in Durham, North Carolina, unless otherwise mandated by law, to resolve any Dispute arising out of the Agreement or the Services.

YOU HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION YOU OR WE MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES. AFTER SUCH PERIOD, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

### **10.2 Term and Termination**

This Agreement is effective until Standard Acceptance or you deactivates your Account and you discontinue all use of the Service. Any section of the Agreement that, by its nature, is intended to survive termination of the Agreement or your use or access to the Service will survive such termination. Nothing in this section shall alter Standard Acceptance's or your rights or responsibilities relating to any act or occurrence during the time period when this Agreement was in force.

You can deactivate your Account by contacting customer service and requesting that your account be deleted. Customer service may be reached by emailing [support@standardacceptance.com](mailto:support@standardacceptance.com).

Standard Acceptance reserves the right to deactivate your account at its discretion, for any reason, with or without notice to you.

When Standard Acceptance, acting at your request or on its own initiative, deactivates your account, you will cease to have access to the information contained in your account, and terminate your agreement to these Terms of Service effective as of the date Standard Acceptance terminates your account. Termination of your account does not affect our or your rights and responsibilities under this Agreement or applicable law relating to any events occurring prior to the date of termination, including any rights and responsibilities Standard Acceptance may have to retain and use information relating to your use of the Service.

### **10.3 Monitoring of Our Services and Disclosure for Administrative and Legal Reasons**

We may access, use, preserve, transfer, or disclose, at any time and without notice to you, any information (including Personal Information as defined in our Privacy Policy) as reasonably necessary to: (1) comply with any applicable law, regulation, subpoena, or legal process, or respond to any governmental request or cooperate with law enforcement, if we believe such action is required or permitted by law; (2) enforce the Agreement, including to investigate

potential violations; (3) protect the safety, integrity, rights, or security of our users, our Services or equipment, or any third party; or (4) detect, prevent, or otherwise address fraud, security, or technical issues related to our Service or the services of our Providers or other third-parties.

#### **10.4 Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Standard Acceptance without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

#### **10.5 Entire Agreement**

This Agreement, together with the Privacy Policy and any other policies linked to in this Agreement, constitute the entire and exclusive understanding and agreement between you and Standard Acceptance regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. Standard Acceptance may offer promotions from time to time. While promotions are subject to these Terms of Service and the Privacy Policy, there may be additional terms and conditions governing those promotions.

#### **10.6 Severability**

If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall be given effect to the greatest extent possible and shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

#### **10.7 No Waiver**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Standard Acceptance's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

#### **10.8 Headings**

Headings are for reference purposes only and do not limit the scope or extent of such Section.

#### **10.9 Survival**

The following Sections survive any termination of this Agreement: Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

#### **10.10 No Agency or Joint Venture**

Neither this Agreement nor the use of the Service shall be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between you and Standard Acceptance, except and solely to the extent expressly stated herein.

#### **10.11 Provider and Other Third-Party Terms**

The Service may contain links to third-party and Provider websites, advertisers, services, or special offers that are not owned or controlled by Standard Acceptance. Standard Acceptance does not assume any responsibility for any third-party sites, information, materials, products, or services.

In some instances, Providers require that Standard Acceptance's Users agree to be bound by some additional Terms of Service that are specific to particular products or services ("Provider Terms"). In the event of any conflict between the Provider Terms and Standard Acceptance's Terms of Service related to the Service, Standard Acceptance's Terms of Service govern and control.

When you link to Provider or other third-party sites, you do so at your own risk and you should be aware that our terms and policies do not govern, except to the extent expressly provided for

herein. You should always review the third-party's applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

#### **10.12 Contact**

Please contact us at [compliance@standardacceptance.com](mailto:compliance@standardacceptance.com) with any questions regarding this Agreement.

**Notice to California Residents:** Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

**Copy/Save Agreement:** You agree to print or save a copy of this Agreement for your records and you agree and acknowledge that you can access, receive, and retain all Disclosures electronically sent via email or posted on the Site.