

## WLCC Lending JEM D/B/A Explore Credit Terms of Use

*Last Updated: October 2, 2020*

### **1. Acceptance of These Terms**

Welcome! This website, [www.explorecredit.com](http://www.explorecredit.com) (the "Site," including all subdomains), is a copyrighted work belonging to WLCC Lending JEM D/B/A Explore Credit ("Explore Credit," "we," "us," and "our"). These terms of service (the "Terms") govern each user's access to and use of the services such as but not limited to online borrower accounts, loan applications, blog, and financial education materials available on this Site (the "Services"). We manage the collection, use, and security of information of each user of the Site ("you" and "your") according to our Privacy Policy, incorporated herein by reference.

PLEASE READ THESE TERMS CAREFULLY. These terms constitute a binding legal agreement between you and WLCC Lending JEM D/B/A Explore Credit. By using this Site and the related Services, you unconditionally agree to be bound by these terms, including all disclaimers and limitations of liability herein, and our privacy policy. Do not access or use this Site or the Services if you do not agree to any part of these terms.

THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH INDIVIDUAL BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

You must be at least 18 years of age to use this Site. By using this Site, you represent that you are at least 18 years of age, and that you agree to abide by all the terms and conditions of these Terms of Use.

This Site is intended for use by persons within the United States. Use by persons located outside of the United States, including U.S. territories, is prohibited.

### **2. Changes to the Terms**

We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. We may also send you notice of updates to these Terms, by email, posting on the Site, or other reasonable means unless prohibited by applicable law. Your continued use of the Site and Services signifies your acceptance of the any modified Terms.

### **3. Propriety Rights; Limited License to Use Website**

We and our licensors own all intellectual property rights in the Site and its contents. These rights include, but are not limited to, ownership of all text, graphics, images, logos, copyrighted material, trademarks, patents, software, and other features displayed on the Site or Services, including the compilation of any of the foregoing items. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Site give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms. These Terms do not grant any implied

licenses. All copyrights, trademarks, and other intellectual property notices on the Site or Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Site or Services without our express prior written consent or the consent of any third-party owners of the content. Site content is not for resale under any circumstances.

You are granted a personal, non-transferable, non-exclusive, royalty-free, limited license to use and access the Site content solely for your personal use. This license is revocable by us at any time without notice and with or without cause.

#### **4. Your Use of the Site**

You are solely responsible for your use of this Site. You agree not to use this Site for any illegal or unauthorized purposes.

In addition to other prohibited uses of the Site or its content, the following uses of the Site are prohibited unless we have given you express written permission for such use:

- a. Using the Site in a manner that damages, disables, alters, overburdens or impairs the Site, including using the Site in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software;
- b. Conducting any systematic or automated data collection on or related to the Site or its users without their consent, including, without limitation, data mining, data extraction, scraping, data harvesting, "framing," or article "spinning";
- c. Using the Site to collect, harvest, or compile information or data regarding other users of the Site without their consent;
- d. Using software or automated agents or scripts to generate automated searches, requests, or queries on the Site, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials, according to the parameters in our robots.txt file;
- e. Transmitting or sending unsolicited communications, commercial or otherwise, or conducting any marketing activities, including using the Site to send spam, pyramid schemes, or chain letters;
- f. Editing, modifying, making derivative works of, reverse engineering, or reverse compiling any information, content, systems, or Services on the Site;
- g. Gaining or attempting to gain unauthorized access by any means to any part of the Site or to computers or networks connected to the Site; and
- h. Harassing, stalking, harming, or otherwise interfering with or negatively affecting another user's normal use and enjoyment of the Site.

## **5. Minors**

We do not knowingly collect personal information or data from visitors under 18 years of age. You may not use this site if you are under the age of 18.

## **6. User Accounts**

Upon applying for a loan, you will be prompted to create an account with us. Accounts are intended for applicants and borrowers only. You represent that all information you submit when creating an account is true and accurate, and you promise to update and maintain the accuracy of this information at all times. Each Member is the sole authorized user of his or her account. Members are responsible for keeping their passwords and account access information confidential. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account. As a Member, you are responsible for all activities that occur through your account, and you acknowledge that WLCC Lending JEM D/B/A Explore Credit is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. Members are prohibited from assigning or otherwise transferring their accounts and passwords to others. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Site has occurred.

We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the instructions on the Site. We retain the right to suspend or terminate your account at any time and for any reason.

## **7. Privacy**

At all times your information will be treated in accordance with our Privacy Policy, which is incorporated by reference into these Terms of Use and can be viewed at <https://www.explorecredit.com/privacy-policy/>. You agree to the use of your data in accordance with the Privacy Policy.

## **8. Our Rights; Termination**

We reserve the right to review and investigate your use of the Site and to take any appropriate action against you should you violate these Terms or otherwise create liability, loss, or damage for us, our Site visitors, or a third party. Such action may include, but is not limited to, restricting, suspending or terminating your use of the Site, including your account privileges; initiating proceedings to recover any losses; and reporting you to law enforcement authorities.

In addition, we may suspend or terminate your access to the Site at any time and for any reason or no reason at all, with or without notice, in our sole discretion.

All rights and responsibilities of the parties under these Terms will survive the termination of Services or the Site, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability. Any suspension or termination of your Site account, Services or the Site will have no effect on your rights or obligations under any other contract that you may have with us.

## **9. Third-Party Resources**

The Site may contain links and advertisements to third-party websites and services (collectively, "Third-Party Resources"). The Terms does not apply to third-party websites. You agree and acknowledge that Third-Party Resources are not under our control and we are not responsible for the content, products, or services they provide. We do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

## **10. Modification of Site**

We reserve the right to modify, add to, suspend, or terminate all or part of the Site or Services at any time with or without providing prior notice to you. This includes the right to create limits on your use of Services and data storage. Unless we indicate otherwise, any future modifications to the Site are subject to these Terms.

## **11. Support or Maintenance**

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

## **12. Copyright Policy**

Please send any notice of alleged copyright infringement to our designated copyright agent at the following address:

WLCC Lending JEM D/B/A Explore Credit  
Attn: Copyright Agent  
1 Wakpamni Lake Road  
Wakpamni Lake, SD 57716

Note that pursuant to 17 U.S.C. 512(f), any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

### **13. Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WLCC LENDING JEM D/B/A EXPLORE CREDIT, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, SUPPLIERS AND LICENSORS ("EXPLORE CREDIT PARTNERS") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. THE SITE IS PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXPLORE CREDIT PARTNERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. EXPLORE CREDIT PARTNERS MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, USEFUL, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SAFE.

YOUR USE OF THIS SITE AND THE SERVICES IS AT YOUR SOLE RISK AND EXPLORE CREDIT PARTNERS ASSUME NO RESPONSIBILITY FOR HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, THE DELETION OF OR FAILURE TO RETAIN INFORMATION YOU TRANSMIT OR STORE ON THE SITE, OR THE DELETION OF PERSONALIZATION SETTINGS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE SITE AND SERVICES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT MAY CAUSE DAMAGE TO YOUR COMPUTER OR INTERNET ACCESS.

THIS SITE AND ITS CONTENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THIS SITE CONSTITUTES, IS MEANT TO CONSTITUTE, OR MAY BE USED AS ADVICE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL OR FINANCIAL (INCLUDING TRADING OR INVESTMENT PURPOSES). WE ENCOURAGE YOU TO CONSULT THE APPROPRIATE PROFESSIONAL SHOULD YOU REQUIRE LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE.

### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPLORE CREDIT PARTNERS MAY NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER RESULTING FROM (i) ERRORS, MISTAKES OR INACCURACY OF SITE CONTENT OR SERVICES, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM, YOUR ACCESS TO OR USE OF THE SERVICES; (iii) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (iv) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; (v) ANY CONDUCT OR CONTENT BY ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF THIRD PARTIES; OR (vi) UNAUTHORIZED ACCESS, OR USE, OF SECURE SERVERS OR ANY AND ALL INFORMATION STORED THEREIN INCLUDING PERSONAL INFORMATION. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POTENTIAL LOSS OR LIABILITY.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE.

## **15. Indemnity**

You agree to indemnify, defend, and hold harmless Explore Credit Partners from and against any loss, liability, claim, demand, damage, cost and expense, including, but not limited to, court costs and attorneys' fees, from any claim or disputes by a third party arising out of or relating to your use of the Site or Services, violation of these Terms, violation of applicable law or violation of the rights of any third party. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

## **16. Arbitration**

You and WLCC Lending JEM D/B/A Explore Credit may elect to have any dispute, claim, or controversy you may have arising out of or relating to the Site, Services, or these Terms will be resolved through binding arbitration

administered by either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association (AAA), as selected by the party electing to use arbitration. The judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. Either party may elect to bring an individual claim in small claims court (or your state's equivalent court, if any). This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., as amended, notwithstanding any other governing law provision in these Terms. The arbitrator will apply applicable substantive law consistent with the FAA.

For a copy of relevant codes of procedure, to file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or [info@jamsadr.com](mailto:info@jamsadr.com), <http://www.jamsadr.com>, 1 800 352 5267; or (ii) for AAA, 1633 Broadway, 10th Floor, New York, NY 10019 or [websitemail@adr.org](mailto:websitemail@adr.org), <http://www.adr.org>, 1 800 778 7879.

If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration. Any physical arbitration hearing will be held in the federal judicial district where you live at the time the claim is filed. No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration. Each party will initially be responsible for its own respective attorneys', experts' and witness fees and related costs and expenses throughout the arbitration. Unless prohibited by law, the arbitrator may, applying applicable law, award fees, costs and reasonable attorneys' fees and expenses to the party who substantially prevails in the arbitration. Allocation of fees and costs relating to an appeal in arbitration will be handled in the same manner. For an explanation and schedule of the fees that may apply to an arbitration proceeding with JAMS, please visit <http://www.jamsadr.com/rules-streamlined-arbitration>; for AAA, visit [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). The appropriate fee schedule in effect from time to time is hereby incorporated by reference into this Arbitration Provision. The cost of arbitration may be higher or lower than the cost of bringing a claim in court, depending upon the nature of the claim and how the

arbitration proceeds. Having more than one claim and holding a physical arbitration hearing can increase the cost of arbitration.

IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, THE PARTIES AGREE THAT EACH IS WAIVING ITS RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED, (ii) ENGAGE IN PRE ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. ALL CLAIMS AND DISPUTES RELATED TO YOUR USE OF THE SITE OR SERVICES OR ARISING UNDER THE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. This provision will survive the termination of these Terms and the termination of Services

You and WLCC Lending JEM D/B/A Explore Credit agree that we may seek injunctive or other appropriate relief in the appropriate state or federal court should you violate or threaten to violate the intellectual property rights of us or our subsidiaries, affiliates, partners, suppliers, or licensors, and you consent to exclusive jurisdiction and venue in such courts.

## **17. General Terms**

### **a. Entire Agreement**

These Terms and our Privacy Policy represent the entire and exclusive agreement between you and WLCC Lending JEM D/B/A Explore Credit regarding your use of the Site and Services, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific Services we provide, partner or affiliate services, use of Third-Party Resources, or any loan products you may obtain through the Site. In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

### **b. Waiver and Severability**

Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of you and us and to the maximum extent permitted by law. If it is held that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

#### c. Assignment

Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void. We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.

#### d. Cumulative Rights

The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each other unless otherwise required by law.

#### e. Law and Jurisdiction

These terms shall be governed by, and will be construed under, the laws of Georgia, United States, without regard to its conflict of law principles, except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

### **18. Feedback and Complaints**

You agree that we may use any feedback or complaints you provide us concerning the Site or Services in any manner we wish, without any restriction or obligation to you.

### **19. Contact Information**

Please report any violations of these Terms to us. If you require any more information or have any questions about these Terms, you may contact us as follows:

WLCC Lending JEM D/B/A Explore Credit  
1 Wakpamni Lake Road  
Wakpamni Lake, SD 57716