

Genie Finance Connect Terms Of Use for Services

Updated 04/2026

Genie Finance, a Delaware company, and its affiliates and subsidiaries (collectively, “Genie Finance,” “we,” “us,” or “our”), are pleased to provide a variety of tools and resources (our “Services”) that allow you to learn about and explore new products that can help you achieve your financial goals.

By accessing the Genie Finance website at geniefinance.ai (“Site”) and using our Services, through any direct or indirect means, you accept and are agreeing to be bound by and comply with these Terms of Use (this “Agreement”). This Agreement constitutes a legal agreement between you and Genie Finance. It is important for you to read this Agreement carefully in order to understand your legal rights as they govern your use of our Site and Services.

IF YOU ARE LOCATED IN THE U.S.: THIS AGREEMENT CONTAINS CERTAIN DISCLAIMERS REGARDING WARRANTIES AND LIABILITY, IN ADDITION TO IMPORTANT PROVISIONS REQUIRING ARBITRATION OF ALL DISPUTES AND A CLASS ACTION WAIVER (PLEASE SEE SECTIONS BELOW ENTITLED “DISCLAIMERS AND LIMITATIONS OF LIABILITY,” AND “DISPUTE RESOLUTION”).

IF YOU ARE LOCATED IN CANADA: THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND CERTAIN DISCLAIMERS REGARDING WARRANTIES AND LIABILITY. PLEASE REVIEW THE SECTIONS BELOW ENTITLED “DISCLAIMERS AND LIMITATIONS OF LIABILITY,” AND “ARBITRATION AGREEMENT” AND “CLASS ACTION WAIVER”).

If you do not accept the terms of this Agreement, you are not authorized to access the Site or our Services.

Our Privacy Policy describes our practices regarding any and all information collected from or about Site visitors (our “Users”).

Not applicable if you are located in Canada: Our Privacy Policy is hereby incorporated by reference into this Agreement. In the event of a conflict between this Agreement and the Privacy Policy, the Privacy Policy shall govern.

Genie Finance reserves the right to (a) change or discontinue any feature of the Site or Services, and (b) modify the terms applicable to Users, including this Agreement, at any time and in its sole and absolute discretion. Such changes will be effective immediately upon their being posted on the Site and apply to access to and continued use of the Site and Services.

Changes that are made may not be consistent across all platforms. You agree to periodically review our Site in order to be aware of any such modifications and your continued use shall be your acceptance of these. We also reserve the right to prohibit the use of the Site or Services by any User who breaches these Terms of Use.

By using this Site, you represent and warrant that you are of the legal age of majority under applicable law to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site or Services. If you have any questions or complaints about Genie Finance, the Site or any of our Services, please contact us at support@geniefinance.ai.

Introduction to the Site and Services

Genie Finance provides an online platform to submit inquiries for various financial loan products (“Products”). In doing so, we act as intermediary between (a) Program Partners, who offer Genie Finance solutions to Program Partner customers (“Program Partners”), and consumers who are interested in such Products and who use the Site and Services, and (b) our network of non-affiliated banks, lenders, and other financial services institutions (“Providers”) who offer such Products.

An “Inquiry” means that you are choosing to submit Personally Identifiable Information (“PII”) through a form on our Site so we can submit your information to our Providers to retrieve and show you customized offers for Products. We may also collect Non-Personally Identifiable Information (“NPPI”) when you submit an Inquiry.

PII and NPPI are collectively referred to as “Information” in this Agreement. The Genie Finance Privacy Policy describes our practices regarding such Information collected from or about our Users.

Genie Finance IS NOT a bank, lender, credit card issuer, or any other type of creditor, and therefore DOES NOT make loans or credit decisions in connection with loans. We offer marketing and other business services to our Partners, and to our Providers who advertise their Products through our Site. We may be paid lead generation fees by our Providers for our Services. Your use of the Site and our Services constitute your consent to this compensation arrangement. Genie Finance does not charge you any fees for its Services, but please be advised that if and when you close a Product with a Provider, you will be responsible for paying associated closing costs, if any (such costs may include origination fees or other processing fees).

Genie Finance is NOT a credit repairer, credit counselor, financial advisor, or legal advisor as such terms are defined under applicable law. Use of our Site or Services should not be considered a replacement for professional advice or assistance regarding your finances or credit profile.

You acknowledge and agree to the following when using any of our Services:

- Genie Finance does not endorse or recommend any particular Provider, or the products of any such Provider.
- The Provider is solely responsible for its products and services. You agree that Genie Finance will not be liable for any damages or costs arising out of, or in any way connected with, your use of such products or services.
- Genie Finance is not an agent of you, our Partners or any Provider.
- Our Services are for informational purposes only, and do not account for your complete financial situation. You are solely responsible for your decision to take out a loan or otherwise obtain a new credit product. You are solely responsible for deciding which available Product(s) and terms, if any, best suit your needs.
- Please consult with a competent professional financial advisor before making any final decisions, especially if you are unfamiliar with consumer credit and/or inexperienced with personal financial management.
- Regardless of whether you qualify for, or get a Product with, a Provider through our Site, the Provider(s) may obtain and keep the information that you, we, or any third-parties have provided to them as part of your Inquiry or other use of the Site and Services.

Providers have their own credit application processes and will typically require additional information from you prior to providing a final offer of credit. If you meet their credit and other applicable standards at the time your application is submitted to them, the Provider(s) will contact you directly to discuss your application, the specific terms of your offer, and what, if any, additional data or documents they need from you.

While using any of our Services, you represent that all the information you have provided to us, whether through our Site or by any other means, is true and complete. When you create an account on the Genie Finance site (“User Account”), submit an Inquiry, or otherwise use Services through Genie Finance, the Site, or by any other methods, you acknowledge and agree that you have established a business relationship with us.

By clicking any button, checking any box or taking any other action on the Site indicating an acceptance of terms to, a continuance of processing for, or submission of an Inquiry, you acknowledge and agree to any and all terms and conditions related to that action, whether express or implied. These terms and conditions include, but are not limited to, the following:

- Consent to Electronic Contracting and Communications

- Consent to Access Your Credit Profile
- Consent to Information Retention and Sharing Between Us and Providers
- Consent to Receiving Communications from Us and Providers

Consent to the Use of Electronic Transactions, Signatures and Communications

By clicking any button, checking any box, or taking any other action on the Site indicating your consent to the use of electronic transactions, signatures, and communications, you agree to conduct transactions and execute contracts and documents electronically, and/or receive online or by email all notices, disclosures, and other important communications (collectively, “Communications”) that in any way relate to the Site or our Services.

Communications covered by this Consent include, without limitation: (a) these Terms of Use and this consent regarding the use of electronic transactions, signatures and communications; (b) your consent to our acquisition and use of your credit profile and other Information; (c) our Privacy Policy, and any subsequent privacy notices; (d) any other notice or disclosure required by applicable law and (e) other disclosures, notices or communications in connection with an Inquiry.

Communications will either be posted on the Site, in your User Account, and/or sent to you by email, which may include attachments or embedded links. To update the email address we have on file for you, please email us at support@geniefinance.ai.

To view, obtain, print, and save the Communications, you must have access to: (1) a personal computer capable of internet access and equipped with a widely-used, recent-generation web browser; (2) a valid and functional email address; and (3) a printer capable of printing from your computer. You may also need a PDF file reader like Adobe Acrobat Reader to view certain documents. If any of these technical and software requirements for accessing and receiving Communications change, we will notify you. Please save and print a copy of this Consent to confirm that you have the required hardware and software to conduct electronic transactions with us.

You may withdraw this Consent at any time by sending a notification of your withdrawal to support@geniefinance.ai. If you withdraw this Consent at a later time, we will send any further Communications to you in paper form. We will not impose any fee in connection with any withdrawal of this Consent but our Communications with you will be slower and, in some cases, we may need to discontinue providing our Services to you. Any withdrawal of this Consent will be effective only after we have a reasonable period of time to process your withdrawal request

and your withdrawal will not apply to Communications that were furnished before the date on which your withdrawal takes effect.

You may obtain a paper copy of any Communication by printing it from your computer or contacting us. If you would like a paper copy of any Communication, please email us at support@geniefinance.ai. There will be no charge for a paper copy of any Communication we have sent you electronically. The request for a paper copy of a Communication will not by itself constitute a withdrawal of your Consent to receive Communications electronically. We reserve the right, but are not required, to send a paper copy of any Communication you authorize us to provide electronically.

Consent to Access Your Credit Profile

By signing up for a User Account, or submitting an Inquiry on the Site, you understand that you are providing written instructions in accordance with applicable law for Genie Finance and its affiliates, its Providers, and/or any other entities as necessary to provide the Services, to request and receive copies of consumer reports, scores, and other related information about you from third-party credit reporting bureaus or agencies, including, but not limited to, TransUnion, Experian, and Equifax. You also understand that you are allowing Genie Finance and its affiliates to request and receive such information at any time for as long as you have an active User Account.

When requesting your information from credit bureaus or agencies, Genie Finance and/or its Providers will perform a “soft pull” of your credit file, which means that your credit score will not be impacted. Please note, however, that the Provider(s) may be required to do a “hard pull” of your credit profile that could impact your credit score. If you complete multiple applications with different Providers, there may be multiple hard pulls performed that could impact your score.

You agree that we may use and analyze your credit profile, credit score(s), and other credit information as we deem necessary to provide our Services. Such use may include, but is not limited to (a) providing you with an overview of your credit history and scores; (b) showing you customized product and service recommendations; and (c) serving you targeted ads and other communications based on your preferences and/or Information.

Consent to Information Retention and Sharing

Genie Finance adheres to applicable law in addition to our own internal policies regarding data reporting and record retention, which applies to both the PII you submit to us, and possibly certain other Information you submit or that we may receive about you from third parties. In addition, as described above, we will share Information you submit to us with our Providers in the course of providing our Inquiry or other Services to you. We may also be required to collect information about you, or about loans or other credit Products you have taken out, from Providers.

By submitting an Inquiry, signing up for a User Account, or otherwise saving your Information on or through our Site, you give Genie Finance permission to retain all such provided information, and any other Information we collect or may receive about you. You also authorize Genie Finance and our Providers, along with any other lenders, brokers, or other third parties necessary to provide the Services, to mutually share Information you submit, Information received about you from third parties, and Information about you and/or your transactions with our Site and Services, or their websites and services, as necessary. You can learn more about the use and protection of your Information by Providers in their own privacy policy documents on their websites.

By using or continuing to use the Site and Services, you are providing express written consent for Genie Finance, and its Providers to share your PII and other Information for purposes including, but not necessarily limited to, litigation, regulatory actions/investigations, law enforcement requests, internal analytics, and/or marketing. Such Information may include the disposition of your loan application, the amount of your loan, the interest rate, the APR, the duration, the fees charged, the delinquency status, if any, or other information.

By using or continuing to use the Site and Services, you are providing express written consent for Genie Finance to share the following information with Program Partners: (a) The fact that an unidentified Provider has made a loan offer on unspecified terms and in an unspecified amount; (b) The fact that Genie Finance was unable to find a loan offer; and (c) The fact that an unidentified Provider made a loan to you on unspecified terms and in an unspecified amount (collectively "Loan Offer Information").

Program Partners

Program Partners agree that the Loan Offer Information is Genie's Confidential Information. Program Partner agrees not to use and not to disclose the Loan Offer Information, except to the extent allowed by this Section. Program Partners agree that Loan Offer Information may only be used for the Program Partner's own analytics, development, diagnostic and corrective purposes in connection with Services detailed in the Dealer Agreement. Program Partners shall maintain commercially reasonable data security measures or destroy such Loan Offer Information in a commercially reasonable manner.

Consent to Receiving Communications from Us and Providers

By using the Services, you are granting an express invitation to Genie Finance, and our Providers, to contact you by phone at the numbers you provided, whether landline or cellular, so we or they can assist you with your transactions. You hereby consent to any such calls even if your phone number is on any Do Not Call list. In addition, you acknowledge and agree that Genie Finance, and Providers to whom Inquiries are sent, or associated third parties may use an automatic dialing system in connection with calls made to any phone number you provide,

including cellular phone numbers or other numbers or services for which the called person(s) could be charged a fee.

You also hereby consent to receive emails at the email address you provided, or at another email address that may be associated with you that we receive from Providers or other parties. You agree that any such emails will not be considered spam or unauthorized by any applicable law.

If you no longer wish to receive communications from Genie Finance, please contact Customer Service by emailing support@geniefinance.ai. You agree to notify specific Providers directly if you no longer wish to receive communications from them.

Additional Terms for Inquiry Services

When you submit an Inquiry for a Product on the Site, we collect, in accordance with applicable privacy laws, certain Information from you, which may include data such as your name, address, phone number, and social security or insurance number, depending on your location. We then submit your Information to our Providers who retrieve other Information about you (including your credit report and history) from certain data vendors, including one or more of the national credit bureaus.

Any Information you provide to us IS NOT, AND WILL NOT BE TREATED AS, an application for credit, a request to be pre-approved or pre-qualified for credit, or any similar concept. Rather, it is an inquiry to receive conditional offers of credit from Providers in our Network.

Please also note the following important conditions of the Inquiry process:

- Genie Finance does not guarantee that you will be approved for any particular loan or other Product, or that credit will be granted on any particular terms. You may not be approved for any offers.
- A Provider's conditional offer of credit is not legally binding. It is often subject to additional application review, market conditions at the time of underwriting, and possibly other variables.
- Your credit request may be denied even after you have gotten a conditional offer, or the terms on which credit can be granted may change.
- In addition, the final rates and fees for the Product may be higher or lower than those shown in the conditional offer on our Site.
- Product approval standards are established and maintained solely by the individual Providers. Accordingly, Genie Finance does not guarantee that the terms or rates offered

by the Providers are the best terms or lowest rates available in the market.

- Providers may not offer their products in all states, provinces, territories and jurisdictions.
- Genie Finance, and our Providers, expressly reserve the right to discontinue, suspend, or terminate the offering of any loan or other product in any state, province or territory or other jurisdiction at any time, without prior notice.

By clicking any button on the Site indicating an acceptance of terms to, a continuance of processing for, or submission of an Inquiry, you acknowledge and agree that you are submitting an Inquiry for a credit Product through Genie Finance and the Providers in its Network.

Additional Terms for Other Genie Finance Services

From time to time, Genie Finance may advertise or otherwise market offers for other products and services on the Site. This may include display or email advertising for third-party personal finance or other products, additional options to submit Inquiries for conditional customized offers, and/or attempts to connect you with lenders or other third-party providers when you are declined for conditional offers of credit after submitting an initial Inquiry.

In addition to our product marketing services, we may also use your credit profile, credit score, and other relevant information that we obtain from third parties or from you to organize, analyze, and report on that data for internal analytics and for your education and benefit. This may include providing you assessments of your outstanding debt balances, trends in those debt balances over time, how your credit score and credit profile compare to your peer group, aggregation of transactions across your financial accounts, or other similar information and features.

Please note that there is a wide variety of credit profile data sources and credit score types that typically do not align with one another, and therefore we do not guarantee that the information we present as part of our Services, including credit profile or credit score information, is the same information that will be used or reviewed by any third parties to assess your creditworthiness or eligibility for any particular product or service.

In addition, any estimates or analyses we provide are presented for illustrative and informational purposes only. Such estimates and analyses are based on certain assumptions we make, and will only take into account the limited data that we have available. Any estimates or analyses are neither endorsed nor commissioned by any of our Providers or marketing partners. The strategies, procedures, and methodologies we use to determine which product offers, estimates, analyses, or other information to present to you are confidential and proprietary, and we may consider, ignore, emphasize, or de-emphasize certain factors in our sole and absolute discretion.

Your Genie Finance User Account

In the course of exploring our Site and using our Services, you may be presented with the option to sign up for a Genie Finance User Account. Signing up for an Account is optional, but if you do not sign up, you may not be able to access certain parts of our Site and Services.

By signing up for a Genie Finance User Account, you certify that:

- You are 18 years of age or older.
- You have a valid Canadian social insurance number or U.S. Social Security Number.
- Any information you provide to us at time of sign up, or at any later time, is and will be true, accurate, current and complete.
- You will keep all information in your User Account up to date.
- You are only registering a User Account for yourself.
- You will not sell, transfer, or assign your User Account to any third party.
- You will keep your password confidential, and will not allow anyone else to log in to your User Account.
- You are solely responsible for any and all activities that occur under your User Account.
- You will comply with applicable laws when using our Site and Services.
- You will only use your User Account for personal, non-commercial purposes.

If at any time you believe that your User Account has been compromised and/or is no longer secure, please notify us immediately at support@geniefinance.ai.

When you sign up as a User, you authorize us to create and maintain a User Account in your name using your account sign-up information, and other Information that may be collected about you in accordance with this Agreement (this Information constitutes your "User Profile"). We reserve the right to repossess or deny access to use any password and/or User Account ID that has been created.

Links to Third-Party Websites or Applications

We may display third-party content or links to third-party websites or applications on the Genie Finance site or in emails we send to you. Such content could include advertisements for third-party products and services, or applications that allow you to connect your Genie Finance User Account with your social media, financial institution, and other third-party accounts. We do not operate, control, or endorse any such third-party content, products, services, systems, or applications (“Third-Party Features”) or the companies that provide them.

Please be advised that when you leave the Genie Finance Site or Services and interact with any Third-Party Features, Genie Finance is not responsible for the accuracy or reliability of the information or services provided therein. Your interactions with the companies providing such Third-Party Features are solely between you and those companies. We are not responsible or liable for any damages, losses, or other problems caused by or related to your use of any Third-Party Features.

We are also not responsible for any PII, NPII, or other Information that you share with third parties. You should read the applicable privacy policies and terms of service of those parties so that you understand their own information collection and sharing practices.

Monitoring of the Site and Services

Genie Finance has the right, but not the obligation, to monitor our Site and Services electronically. At our sole and absolute discretion, we may access, use, preserve, transfer or disclose your Information (including PII) at any time and without notice to you as outlined in our Privacy Policy.

Ownership and Infringement of Rights

Content Rights of Genie Finance and Associated Third Parties

The Site contains copyrighted material, trademarks, and other proprietary information of Genie Finance, our Partners, our Providers, and our marketing partners, vendors, and other third parties (collectively, the “Associated Parties”) including, but not limited to, text, data, software, icons, graphics, charts, photos, videos, and music and sound (“Content”). In addition, the entire contents of the Site are copyrighted as a collective work under applicable copyright laws. We own a copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in the content original to it.

You are permitted to use our Content only when visiting our Site or using our Services, and you may not copy, modify, sell, reproduce, distribute, republish, display, post, exploit, create derivative or collective works from, or transmit in any form our Content, in whole or in part, without our express prior written consent.

Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded

material will be permitted without express written permission from Genie Finance and the copyright owner.

You also may not reverse engineer or reverse compile any of our Services or the technology used to operate our Services. Nothing in this Agreement or our Services grants you, by implication, estoppel, or otherwise, any license or right to use our Content except as expressly stated in the Agreement.

The Content may not be used to disparage Genie Finance, its Associated Parties, or the applicable products and services of such parties, nor shall it be used in any manner that may damage any goodwill in the Content itself.

All contents of the Site are Copyright © 2026 Genie Finance and/or its Associated Parties; Delaware, United States. All rights reserved. Genie Finance and Genie Finance Connect are trademarks of Genie Finance. Other product and company names mentioned herein, including the names of Associated Parties, may be the trademarks of their respective owners.

You may not use our Site or Services in any manner that infringes the rights of any third party.

If you are located in the U.S.: If you believe, in good faith, that any of our Content infringes your copyrights, you may send a notice of infringement under the federal Digital Millennium Copyright Act (“DMCA”) by email or regular mail to:

Attention: DMCA – Legal Department

Genie Finance

Delaware, United States

support@geniefinance.ai

Content you Contribute to the Site

We may provide opportunities for our Users to contribute content and interact with other customers on the Site. Such opportunities may include rating and review sections, message boards, and other similar features where you can create, submit, and publish certain kinds of content and material (“User Content”). You must abide by our User Content Rules when publishing, uploading, or submitting any such content.

You are solely responsible for the User Content that you publish, upload, or submit to our Site or via our Services. By publishing, uploading, or submitting User Content, you represent and warrant that:

- you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize us and other users to use for our benefit

your User Content as necessary to exercise the licenses granted by you in this Agreement; and

- your User Content complies with our User Content Rules.

User Content that you view on the Site or through our Services may be inaccurate, offensive, indecent, or objectionable. Genie Finance may, but is not obligated to, monitor, edit, re-format, alter, delete, remove, or otherwise control User Content for any reason, including to satisfy applicable law, enforce the Agreement, or protect the rights, property, or safety of Genie Finance, Genie Finance users, or any third party, in each case without notice and in our sole and absolute discretion.

We do not endorse or represent, nor do we guarantee the completeness, accuracy, reliability, or usefulness of, any User Content. We disclaim all liability for User Content and you hereby waive any legal or equitable right or remedy you have against us with respect to User Content.

By publishing, uploading, or submitting User Content on or through our Site or Services, you grant to Genie Finance a non-exclusive, unrestricted, perpetual, irrevocable, transferable, sub-licenseable, royalty-free license to publish, host, store, transfer, distribute, modify, create derivative and collective works from, reproduce, display, perform, transmit, process, or otherwise use, in any manner and for any purpose, and in all forms or distribution methods now known or later developed, your User Content, in whole or in part, to provide, optimize, improve, and promote or market our Services, and to create new products and services.

In addition to sharing your User Content with the online Genie Finance community, we may also provide you opportunities to send us comments, suggestions, questions, and other feedback regarding our Services (“Feedback”). By uploading, submitting, or otherwise providing us your Feedback, you hereby grant us a non-exclusive unrestricted, perpetual, irrevocable, transferable, sub-licenseable, royalty-free license to use your Feedback in any manner and for any purpose.

Security

We are concerned with the safety of your personal information. We take the following measures to protect the information you may provide us:

Website and Data Encryption

Genie Finance uses well-known and vetted security technologies to protect the data and transmissions between you, Genie Finance, and lenders that provide services through our site.

All pages on the Genie Finance website, including those that ask for your personal information are delivered to your browser through HTTPS, a secure server communications layer.

Transmission between your browser and our web servers is conducted via Transport Layer Security (TLS), the successor to Secure Sockets Layer (SSL) technology.

Firewall Protection

Firewalls are special-purpose software that protects and blocks malicious attempts to access information and networks. Genie Finance deploys firewalls at several points in its environment.

Victim of Identity Theft

In the unlikely event that we believe that the security of your information in our possession or control may have been compromised, we may seek to notify you.

If you are or believe you have become, a victim of identity theft, or if you become aware that your personal information has been compromised, you may want to contact a national credit reporting agency.

Disclaimer of Warranties and Limitations of Liability

Genie Finance intends for the information contained on the Site or otherwise provided through its Services to be accurate and reliable. However, errors may occur. Under no circumstances will Genie Finance be held liable for any loss or damage caused by your reliance on information obtained through the Site or Services.

This provision applies only if you are located in the U.S.: THE GENIE FINANCE SITE AND THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED.

This provision applies only if you are located in the U.S.: USE OF THE SITE, ANY CONTENT CONTAINED THEREIN, AND GENIE FINANCE SERVICES IS AT YOUR OWN DISCRETION AND RISK. GENIE FINANCE AND ITS AFFILIATES AND ASSOCIATED PARTIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OR THE INABILITY TO USE, THE SITE OR GENIE FINANCE SERVICES.

This provision applies only if you are located in Canada: THE GENIE FINANCE SITE AND THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OUR SITE, CONTENT, OR SERVICES WILL CREATE ANY WARRANTY REGARDING GENIE

FINANCE OR ANY OF OUR SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS.

YOU ACKNOWLEDGE THAT GENIE FINANCE IS SOLELY AN INTERMEDIARY between you and any credit bureau or other information providers and between you and our Providers and other marketing partners whose offers we present.

Indemnification

As a condition of use of the Site and/or Genie Finance services, you agree to defend, indemnify, and hold harmless Genie Finance and its Associated Parties from and against any and all liabilities, claims, expenses, demands, and damages arising out of or in any way related to:

- your use of our Site or Services;
- your violation or alleged violation of this Agreement or any applicable law;
- your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or
- any dispute between you and a third party.

Dispute Resolution

This provision applies only if you are located in the U.S.:

You and we each agree to resolve exclusively through final and binding arbitration any and all disputes or claims that have arisen or may arise between you and us.

Unless you and we agree otherwise, if the Agreement to Arbitrate is found by a court to be unenforceable, if your claim is not covered by the Agreement to Arbitrate, or if you neither are a resident of nor have a principal place of business in the U.S. or Canada, you agree that any Dispute that has arisen, or may arise, between you and us must be resolved exclusively by a state or federal court located in Delaware. You and we agree to submit to the personal jurisdiction of the courts located within Delaware for the purpose of litigating all such claims or disputes.

This provision applies only if you are located in Canada:

Unless you and Genie Finance Connect agree otherwise, if the agreement to arbitrate is found by a court to be unenforceable, if your claim is not covered by the agreement to arbitrate, or if you neither are a resident of nor have a principal place of business in the United States or

Canada, you agree that any dispute that has arisen, or may arise, between you and us must be resolved exclusively by a state or federal court located in Delaware. You and we agree to submit to the personal jurisdiction of the courts located within Delaware for the purpose of litigating all such claims or disputes.

Miscellaneous Terms

This Agreement hereby incorporates by reference any other provisions applicable to use of the Site and Services, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Site or through the Services, and any operating rules for the Site established by Genie Finance.

This Agreement, our Privacy Policy, the User Content Rules, and any other agreements you may enter into in the course of using the Site and Services constitute the entire agreement between you and Genie Finance and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Genie Finance with respect to the Site and information, software, products and Services associated with it.

This Agreement shall be subject to and construed in accordance with the laws of the State of Delaware, if you are located in the U.S., and the laws of the Province of Ontario and the federal laws of Canada applicable therein, if you are located in Canada, excluding, in both cases, conflict of laws provisions.

If any provision of this Agreement is deemed to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in full force and effect.

Our failure to enforce any of our rights or act with respect to a breach by you or others of the Agreement does not constitute a waiver of any rights.

No waiver by Genie Finance of any of the provisions in the Agreement will be of any force or effect unless made in writing and signed by a duly authorized officer of Genie Finance.

We may modify this Agreement at any time by posting a revised version to the Site. If we do so, we will post a notice of change on the Site.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement.

We may assign this Agreement to any party at any time without notice to you. You may not assign your rights under the Agreement, by operation of law or otherwise, without our consent.

The section titles contained in this Agreement are inserted only for convenience and have no legal or contractual effect. The Agreement will not be construed against Genie Finance because we drafted it.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.