

LENDINGONE PRIVACY POLICY

This Privacy Policy (this “Policy”) applies to LendingOne, LLC, LendingOne CRE, LLC, and REI Loans, LLC (collectively, “LendingOne,” “we” or “us”), and is designed to help you understand how we collect, use and disclose your personal information that you or any third party provides to us, either on our websites (www.lendingone.com, <https://app.lendingone.com>, www.landlordloans.com, and www.lendingonecre.com (together, the “Websites”)), over the telephone, in person, by email, regular mail or facsimile, or through any other means.

Please also read the Terms of Use at the end of this Policy. The Terms of Use constitute an integral part of this Policy.

By using the Websites, or by otherwise providing us with information about yourself, you agree to the terms and conditions of this Policy. References to “you” and “your” throughout this Policy apply to any individuals whose personal information we may obtain, including without limitation, principals of business entities and guarantors.

A. What personal information do we collect about you?

In connection with our loan products and services, we may ask you to provide us with information about yourself, including but not limited to:

- **Your name;**
- **Your email address;**
- **Your mailing address;**
- **Your telephone number;**
- **Your credit card information;**
- **Your Social Security Number or Tax ID Number;**
- **Your employment information;**
- **Your salary information;**
- **The location and value of the property related to the requested loan products or services;**
- **Certain financial information, including but not limited to, bank statements, credit card statements, your average bank balance, personal and business credit history, payment behavior, insurance information, and bank account information;**
- **Other information that identifies you, such as a copy of your passport and/or other forms of identification; and**

- **Tax returns.**

By requesting a loan on behalf of your business, you authorize us to obtain one or more credit reports and to conduct a background check on you, and you authorize us to use the information contained in such credit reports or background checks to process your loan application. We may also obtain one or more credit reports and conduct background checks on any individuals who are designated to be guarantors in connection with any request for a loan.

In addition, once your business becomes a LendingOne customer, we may obtain additional personal information about you, either in connection with data processing, servicing or maintaining your loan, or if you decide to renew your loan or enter into other loans.

When you visit our Websites, we also collect non-personal information, such as the IP address of the device you use to connect to the Internet. In addition, we gather information such as what browser and which version of it you are using, the type of operating system you have, and which site you came from or advertisement you viewed or clicked on. This device information helps us provide an online experience that matches your device and to manage our online advertising. We may also collect details of your visits to the Websites, including traffic data, location data, logs and other communication data and the resources that you access and use on the Websites.

B. With whom may we share your personal information?

We may share your personal information with certain third parties, which may include (without limitation):

- Credit reporting agencies (see more information below);
- Our non-affiliated service providers who provide your statements, process your payments, service your loan, or perform other services relating to your account;
- Our non-affiliated service providers, to the extent necessary to effect, administer or enforce any transaction that is requested or authorized by you;
- Other financial institutions as permitted or required by laws regulating loan securitization;
- Our affiliates and our joint marketing partners (see more information below);
- Auditors and examiners (either internal or external);
- Law enforcement, regulators and other government bodies; and
- Third parties as necessary to comply with a law, regulation or a legal process (such as court orders, subpoenas, search warrants or law enforcement requests).

If we make a loan to your business, we may share certain information associated with your loan with our investors, as disclosed in your Loan Application Form and related executed loan documents. We may also share your personal information with our lenders.

Credit Reporting Agencies: Once you have submitted a loan application, we may obtain information about you from credit reporting agencies (including Meridian, TransUnion, Experian and Equifax). We both receive and transmit data to credit reporting agencies. This is done as part of our regular underwriting, fraud prevention and loan servicing processes. Information about you that we collect from credit reporting agencies may include, but is not limited to:

- Information about open and closed credit accounts, including the date opened, the date closed (if applicable), the latest reported monthly balance and monthly payment;
- Information about credit inquiries;
- Information about late payments and collection actions on open and closed credit accounts;
- Information regarding public records of bankruptcy, judgments, tax liens and other payment-related information; and
- The credit score produced by the credit bureau providing the report.

Information related to your creditworthiness is maintained by the credit reporting agencies. If you find that there is an error, or if you want to dispute any information in your credit report, please contact the credit reporting agencies directly.

We may also obtain information about you from other sources, such as real estate brokers, other lenders, and other third parties who identify potential customers.

Affiliates and Joint Marketing Parties: LendingOne and its affiliates may share your personal information with each other, and we may also share your personal information with our joint marketing partners (which are other financial institutions with whom we jointly market a financial product or service).

Others: In addition, we may employ or use service providers such as title companies, appraisers, consultants, temporary workers, web hosting service providers, and third party software developers, to complete a business process or provide a service on our behalf. For example, we may use service providers to enhance our website technology, to deliver products, or to send emails. When we employ service providers, we may need to share your personal information with them. We cannot and do not guarantee the safeguards, if any, employed by any such or other third-party service provider with respect to information as provided to them.

Non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Please refer to the summary table below, regarding the types of information we share, and whether you can limit such sharing.

Reasons we share your information with third-parties	Do we share?	Can you limit this sharing?
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For everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit reporting agencies.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates’ everyday business purposes—information about your transactions and experiences.	Yes	No
For our affiliates’ everyday business purposes—information about your creditworthiness.	Yes	Yes. To limit our sharing, email us at info@lendingone.com .
For our affiliates to market to you.	No	N/A
For non-affiliates to market to you.	No	N/A

C. When do we collect information from you?

We collect information from you whenever you provide us with any information about yourself (whether you provide that information on our Websites, over the telephone, through email, or through any other means), submit a loan application, subscribe to a newsletter, or respond to a survey. As noted above, we may also collect personal information about you from third parties, such as credit reporting agencies. Finally (as noted above) we automatically collect information about you (*e.g.*, IP addresses, your use of our Websites, etc.) every time you access our Websites.

D. How do we use the information we collect about you?

We may use the information we collect about you in various ways, including to:

- Personalize your user experience, and to allow us to deliver the type of content and product offerings in which you are most interested;
- Manage your preferences;
- Improve our Websites;
- Allow us to better service you in responding to your customer service requests;
- Administer a contest, promotion, survey or other site features;
- Process your transactions;

- Send periodic emails regarding your order or other products and services;
- Compile, save, use and analyze your personal information in both a personally-identifiable form and an aggregated, non-personally identifiable form;
- Verify your identity;
- Register you as a user and identify you when you sign in to your account;
- Determine whether your business qualifies for one of our loan products;
- Process your account;
- Send order confirmations, respond to customer service requests, send marketing communications, and send account update notifications;
- Comply with and enforce legal requirements, contractual obligations, industry standards and our policies; and
- Any other purposes that we may disclose to you at any time you provide any information to us, or from time to time as we may notify you.

When you provide your email address, we will use it to send you general notices or important news about your account, to send you marketing material, or to request your feedback or opinions. **If you do not want to receive marketing materials by email, just indicate your preference by clicking on the “unsubscribe” link provided in our marketing emails.** We will continue to notify you by email regarding your account.

E. How do we protect your personal information?

We implement a variety of security measures to maintain the safety of your personal information. All credit card transactions are processed through a gateway provider and are not stored or processed on our servers.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such encrypted systems, and are required to keep the information confidential. In addition, all website traffic and information you supply is encrypted via Secure Socket Layer (“SSL”) technology.

F. Do we use “cookies”?

Yes. Cookies are small files that a site or its service provider transfers to your computer’s hard drive through your web browser (if you allow) that enables the site’s or service provider’s systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items, understand your preferences based on previous or current site activity, which enables us to provide you with improved services, and compile

aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future, keep track of advertisements.

These technologies are used in analyzing trends, administering the Websites, tracking users' movements around the Websites and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as an aggregated basis.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. If you disable cookies, some features of our Websites may become disabled, and some aspects of the Websites may not function properly.

Deleting cookies does not delete Flash objects. You can learn more about Flash objects - including how to control and disable them - through the Adobe interface. If you choose to delete Flash objects from our Websites, then you may not be able to access and use all or part of the Websites or benefit from the information and services offered.

We also may use pixel tags – tiny graphic images also known as clear GIFs or web beacons – to tell us what parts of our Websites that you have visited, to measure the effectiveness of any searches you may do on our Websites, or to interact with analytical tools or other marketing tools that gather data and customer usage information.

G. Third party links.

We currently do not include or offer third party products or services on our Websites.

In the future, our Websites may contain links to other sites that may collect your personal information. Personal information collected on other parties' websites is not covered by this Policy. Unless stated otherwise, the policies of those parties will govern the collection, use, disclosure and security of your personal information. We are not responsible for the content or practices of any linked site. We recommend that you review the privacy policy of any site that you may access through the Websites.

H. Website usage data.

Our Websites track usage data, including, for example, your IP address, your browser type and version, which pages you view, which page, if any, linked you to our site, and which link, if any, you follow off of our Websites. We use this data in the aggregate and on an individual level to better understand website activity to improve our site offerings, to reconstruct activity from a session or by a user, for troubleshooting and issue resolution purposes. We may also use this data to provide you a more personalized website experience, assistance with technical support questions, and to send you special offers, product and service updates, or other promotional materials that are relevant and tailored to your interests. If you do not want to receive these offers or promotions, simply indicate your contact preferences during the registration process, or within any future communications.

I. Do our Websites respond to “do not track” signals?

We do not respond to “do not track” signals or similar mechanisms – where a visitor to our Websites requests that we disable the collection of information about the visitor’s online activities, including navigation around our website and the service. We may also permit third parties to collect aggregate usage information on our Websites, and they may also not respond to “do not track” signals.

J. Do our Websites allow third party behavioral tracking?

We may use third party advertising companies to collect non-personally identifiable information for online behavioral advertising to provide targeted display advertisements through participating publishers and advertisers. Such information may include non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) through the use of cookies and other technology.

K. Contacting us by telephone.

If you communicate with us by telephone, we may monitor or record the call. This is done for reasons such as maintaining the integrity of your account, providing effective and timely service, improving our products, and assessing the performance of our employees.

L. California.

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, please see our *Privacy Notice Supplement for California Residents Only (“CA Supplement”)* at the end of this Policy.

California’s “Shine the Light” law (Civil Code § 1798.83) and the California Consumer Privacy Act of 2018 (Civil Code § 1798.100, *et. sec.*) permits California residents to request certain information regarding our disclosure of certain personal information to third parties for their direct marketing purposes. To make such a request, please send an email to the email address at the end of the CA Supplement or write us at the mailing address at the end of this Policy.

Unless the law allows, we will not sell, share, transfer or otherwise disclose non-public personal information of California consumers to or with any non-affiliated third parties, without the prior consent of the California consumer to whom the non-public personal information relates. We may share information with your consent, or to service your accounts. We will also limit sharing within our corporate family to the extent required by California law.

M. Nevada.

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may send an email to the email address at the end of this Policy or write us at the mailing address at the end of this Policy. Please note, however, that we currently do not sell data triggering that statute’s opt-out requirements.

N. Vermont.

Unless the law allows, we will not share non-public personal information we collect about Vermont consumers with any non-affiliated third parties, unless the law allows. For example, we may share information with your consent, to service your accounts, or under joint marketing agreements with other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your consent. We may share information about our transactions or experiences with you within our corporate family without your consent.

O. European Economic Area.

We do not market our products or services to individuals in the European Economic Area, and the Websites are not directed toward individuals located in the European Economic Area.

P. How you can help keep your personal information safe.

We have implemented appropriate technical and organizational measures to ensure a level of security of personal data appropriate to the risk.

There are many steps you can take to help keep your information safe. First, choose a complex, independent password for use on our Websites. You should not include anything related to your birthday, address, phone number, PIN number or any other easily guessable information in your password.

Second, exercise caution when using public computers or WiFi networks, such as at a coffee shop or library. To best protect your personal information and login information, do not use public computers or public WiFi to access your accounts. If you must do so, you should ensure that you log out of your account entirely.

In recent years, individuals, businesses and even governments have seen a rise in “phishing” attacks. Phishing occurs when someone attempts to obtain your password or other sensitive information. Scammers often do this by impersonating a trusted user or offering a compelling reason to open a malicious email attachment, click on a link or give over information. We will not ask for your sensitive information (such as a password), over email or other unsecure methods or through any site not under the lendingone.com domain.

The safety and security of your information also depends on you. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Websites.

Unfortunately, the transmission of information via the internet is not completely secure. Although we take reasonable measures to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Websites.

Q. Children.

We do not knowingly collect personal information from individuals under the age of 18. By using the Websites or by otherwise communicating with us, you represent and warrant to us that you are at least 18 years of age. Individuals under the age of 18 may not share any of their personal information with us.

R. Change of control.

Your personal information may be transferred in connection with a sale, merger, transfer, exchange or other disposition (whether of assets, stock or otherwise) of all or a portion of LendingOne's businesses. Your personal information may also be transferred to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Website users is among the assets transferred.

S. Information regarding international data transfers.

We are based in the United States and our computer servers are located in the United States. Accordingly, all personal data in our possession and control is collected and processed by us in the United States. Any party that provides personal data to us is thereby transferring such data to the United States, and is consenting to the transfer of their personal data to the United States. Please note that the United States may have data privacy and data protection laws that are less stringent than those of your home country. Individuals who access the Websites from outside the United States do so on their own initiative and are responsible for compliance with local laws, rules and regulations. In certain circumstances, courts, law enforcement agencies, regulatory agencies, or security authorities in other countries may be entitled to access your personal information.

T. Updates to this Policy.

This version of the Policy is effective as of the date indicated above and supersedes all earlier versions. We may update this Policy from time to time, and any subsequent versions of this Policy will be posted on the Websites. You are responsible for periodically visiting our Websites and this Privacy Policy to check for any changes.

U. Questions or concerns.

If have any questions or concerns regarding this Policy, please contact us. Our mailing address and email address are:

LendingOne, LLC
901 Yamato Rd., Suite 150
Boca Raton, FL 33431
Attn: Legal
Email: info@lendingone.com

Version 1: Adopted as of March 20, 2018
Version 2: Adopted as of January 1, 2020
Version 3: Adopted as of April 26, 2022

PRIVACY NOTICE SUPPLEMENT FOR CALIFORNIA RESIDENTS ONLY

Last Updated as of: April 26, 2022

This *Privacy Notice Supplement for California Residents Only* (this “Supplement”) supplements the Privacy Notice of LendingOne, LLC, REI Loans, LLC and LendingOne CRE, LLC (collectively, “LendingOne,” “we” or “us”), and applies solely to individuals who reside in the State of California (such individuals, “Consumers” or “you”). This Supplement addresses your rights under the *California Consumer Privacy Act of 2018* (“CCPA”). This Supplement does **not** apply to individuals who are not residents of the State of California.

The CCPA does not govern the following data, and therefore this Supplement does not apply to any such data:

- Personal information collected, processed, sold, or disclosed pursuant to the federal Gramm-Leach-Bliley Act (Public Law 106-102), and implementing regulations, or the California Financial Information Privacy Act (Division 1.4 (commencing with Section 4050) of the Financial Code).

I. Personal Information We Collect and Use

The CCPA defines “personal information” as information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. The table below states whether or not we have collected the following categories of such “personal information” from consumers within the last twelve months:

Category	Examples	Collected?	If Collected, Business or Commercial Purpose for Collection
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	Yes	(A) it is necessary for our legitimate interests; (B) we need to comply with legal or regulatory obligations; and (C) performance of any contract we are about to enter into or have entered into with you.

Category	Examples	Collected?	If Collected, Business or Commercial Purpose for Collection
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	Yes	(A) it is necessary for our legitimate interests; (B) we need to comply with legal or regulatory obligations; and (C) performance of any contract we are about to enter into or have entered into with you.
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes	(A) it is necessary for our legitimate interests; and (B) we need to comply with legal or regulatory obligations.
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes	(A) it is necessary for our legitimate interests; (B) we need to comply with legal or regulatory obligations; and (C) performance of any contract we are about to enter into or have entered into with you.
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	No	

Category	Examples	Collected?	If Collected, Business or Commercial Purpose for Collection
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes	(A) it is necessary for our legitimate interests; and (B) we need to comply with legal or regulatory obligations.
G. Geolocation data.	Physical location or movements.	No	
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	No	
I. Professional or employment-related information.	Current or past job history or performance evaluations.	Yes	(A) it is necessary for our legitimate interests; (B) we need to comply with legal or regulatory obligations; and (C) performance of any contract we are about to enter into or have entered into with you.
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	No	
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.	No	

We obtain the categories of personal information from the following categories of sources:

- Directly from you.
- Indirectly from you (for example, from observing your actions on our websites).
- From consumer reporting agencies and other third parties from which we obtain credit reports and other background check information.
- From our affiliates and joint marketing parties.
- From property records, the internet or other public sources.

II. Collection and Use of Personal Information

We may collect and use the personal information we collect about you for the following purposes:

A. Using Our Websites and Providing Products and Services to You

We collect and use personal information in connection with your use of our products and services or our websites. In addition, we may contact you to request feedback about our products and services in the form of online or postal communications. We use your feedback to monitor the quality of our products and services.

B. Loan Processing, Servicing, Securitization and Enforcement

We collect and use personal information in connection with the processing, servicing, securitization and enforcement of loans.

C. Insight and Analysis

We analyze your personal information that we collect from your interactions with our websites, our communications to you, and in connection with our products and services. The data we collect and analyze may include IP addresses; session ID information, information regarding your personal or professional interests, demographics, your experience with our products and services, and your contact preferences. By collecting and analyzing this data, we seek to measure the effectiveness of our content and how visitors use our websites and use our products and services. We also use this information for marketing purposes.

D. Protecting Our Rights and Responding to Legal Requests

We may collect or use your personal information without your consent if we believe in good faith that such action is necessary (i) to protect and defend the rights, property or safety of us or our employees, affiliates, or the public; or (ii) to satisfy any applicable law, regulation, legal process, court order, subpoena, or other governmental or regulatory (including law enforcement) request.

E. Job Recruitment

We may collect or use your personal information to assess your suitability for any position of employment for which you may apply with us. Such data may include education history, employment history and professional designations, information regarding your work authorization status, and other information about your background and qualifications.

You may communicate with us or apply for a job with us via a third party service (*e.g.*, LinkedIn or Indeed) or via recruiting firms or staffing firms. In these instances, such third parties will share your personal information with us.

F. Business Transactions

We may collect or use your personal information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

G. Other Purposes

In addition to the above, we may collect or use your personal information for other purposes for which we will provide notice to you at the time of collection, or as otherwise permitted under the CCPA or other applicable law.

We will not collect additional categories of personal information or use the personal information we collect for materially different, unrelated or incompatible purposes without providing you notice.

III. Sharing of Personal Information for a Business Purpose

We share your personal information with third parties when it is necessary for a business purpose. When we share personal information to third parties for a business purpose, we require that the recipient not further collect, sell or use such personal information except as necessary for the business purpose.

We may share your personal information with the following categories of third parties: (i) our service providers; (ii) credit reporting agencies and other third parties from which we obtain credit reports and background check information; (iii) our non-affiliated service providers who provide your statements, process your payments, service your loan, or perform other services relating to your account; (iv) our non-affiliated service providers, to the extent necessary to effect, administer or enforce any transaction that is requested or authorized by you; (v) other financial institutions as permitted or required by laws regulating loan securitization; (vi) our affiliates and our joint marketing partners; (vii) our auditors and examiners (either internal or external); (viii) law enforcement, regulators and other government bodies; (ix) third parties as necessary to comply with a law, regulation or a legal process (such as court orders, subpoenas, search warrants or law enforcement requests); and (x) our investors and lenders.

During the preceding twelve months, we have shared the following categories of personal information to third parties for a business purpose:

Category A: Identifiers.

Category B: California Customer Records personal information categories.

Category C: Protected classification characteristics under California or federal law.

Category D: Commercial information.

Category F: Internet or other similar network activity.

Category I: Professional or employment-related information.

IV. “Selling” Personal Information

During the preceding 12 months, we have not “sold” personal information (as the term “sell” is defined in the CCPA).

V. Your Rights Under the CCPA

The CCPA provides California residents with certain rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

A. Requests to Know

Through a verifiable consumer request, you may request disclosure of:

- Specific pieces of personal information that we have about you.
- Categories of personal information that we have collected about you.
- Categories of sources from which the personal information is collected.
- Categories of personal information that we “sold” or disclosed for a business purpose about you.
- Categories of third parties to whom the personal information was sold or disclosed for a business purpose.
- The business or commercial purpose for collecting or selling personal information.

You may only submit a request to know twice within a 12-month period.

B. Requests to Delete

Through a verifiable consumer request, you may request that we delete your personal information that we have collected and retained, subject to certain exceptions. Once we receive and confirm such a verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Nevertheless, we may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete a transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, or prosecute those responsible for such activities.
- Debug to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Enable internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which it has been provided to us.

C. Submitting Your Requests to Know and Requests to Delete

To submit a request to know or a request to delete to us, you must submit a “verifiable consumer request” (as defined below) to us by writing us at the mailing address below, calling us at the toll-free number below, or sending an email to the email address below.

LendingOne
901 Yamato Rd., Suite 150
Boca Raton, FL 33431
Attn: Legal

Toll-Free Telephone Number: (855) 954-2382

Email: ccparequests@lendingone.com

Under the CCPA, a “verifiable consumer request” means a request that is made by a consumer, by a consumer on behalf of the consumer’s minor child, or by a natural person or a person registered with the Secretary of State, authorized by the consumer to act on the consumer’s behalf, and that we can reasonably verify, to be the consumer about whom we have collected personal information.

The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative. Specifically, you must provide the following information with your request:
 - Your full legal name;
 - Your date of birth;
 - Your email address that we have in our records; and
 - The last four digits of your Social Security Number.
- Describe your request with sufficient detail that allows us to properly understand, evaluate and respond to it.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may make a verifiable consumer request on behalf of your minor child. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. To verify your identity or authority to make the request, we may match data points you provide with your request, with data points that we maintain,

If you choose to use an authorized agent to submit a request to know or a request to delete to us, we will require that you (i) provide us with a copy of the written permission you gave the authorized agent to submit the request to us; and (ii) verify your own identity directly with us. We may deny a request from an agent that does not submit proof that such agent has been authorized by you to act on your behalf.

If you submit a request in a manner that is not one of the designated methods of submission described above, or if your request is deficient in some manner unrelated to the verification process, we will either: (i) treat the request as if it had been submitted in accordance with our designated manner, or (ii) provide you with specific directions on how to submit the request or remedy any deficiencies with the request, if applicable.

Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor’s identity or authority to make the request.

D. Response Timing and Format

Upon receiving a verifiable consumer request, we will confirm receipt of it within 10 days and provide information about whether and how we will process the request.

We will deliver our written response either by mail or electronically. We will endeavor to respond to a verifiable consumer request within forty-five days of its receipt. If we require more time (up to 45 additional days), we will inform you of the reason and extension period in writing.

Any information we deliver in response to your request may be delivered by mail or electronically. If it is provided electronically, we will take reasonable steps to provide that the information will be portable and, to the extent technically feasible, in a readily useable format that would allow you to transmit the information to another entity without hindrance.

Any disclosures we provide will only cover the 12-month period preceding the date we received the verifiable consumer request.

We do not charge a fee to process or respond to your verifiable consumer request unless the verifiable consumer request is excessive, repetitive or manifestly unfounded. If we determine that the verifiable consumer request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

VI. Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

VII. Changes to This Supplement

We reserve the right to amend this Supplement at our discretion and at any time. When we make changes to this Supplement, we will post the updated notice on our websites and update the Supplement's effective date. Your continued use of our products and services and your continued use of our websites after the posting of changes constitutes your acceptance of such changes.

VIII. Contact Information

If you have any questions or concerns regarding this Supplement, please contact us at:

LendingOne
901 Yamato Rd., Suite 150
Boca Raton, FL 33431
Attn: Legal
Email: ccparequests@lendingone.com

Version 1: Adopted as of January 1, 2020
Version 2: Adopted as of April 26, 2022

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The Loan Application Form is provided merely as an invitation for information to be submitted. Use of the Loan Application Form should not be construed as creating a lender-borrower relationship between you and LendingOne and should not be construed as creating a commitment to lend on the part of LendingOne. LendingOne does not guarantee that information submitted will be reviewed nor does it guarantee that a representative of LendingOne will contact you regarding your submission.

You acknowledge that LendingOne may provide your information to other trusted companies providing services or products similar to, or complementary with, your requested services or products, so long as those parties agree to keep your information confidential.

By using the Loan Application Form, you certify your submission is not prohibited by any confidentiality obligations, employment agreement or similar contractual obligation. You expressly agree and acknowledge that the information submitted is truthful and does not contain misleading or false statements. You further agree and acknowledge that you have proper authorization to submit the Loan Application Form and discuss its contents with LendingOne or its employees.

By using the Loan Application Form and submitting the information therein, you represent and warrant that you own or otherwise control all of the rights to the content that you provide (or if you are acting on behalf of an entity, that you have the authority to submit the information), that the content is accurate, and that it does not violate these Terms of Use. You grant LendingOne a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from all information you provide, in any form, media, software, or technology of any kind now existing or developed in the future. Without limiting the generality of the foregoing, you authorize LendingOne to include the information in a searchable format that may be accessed by LendingOne. You also grant LendingOne the right to use your name and other information that you provide in connection with its use and with the reproduction or distribution of such material. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

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THESE TERMS OF USE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE, WITHOUT REFERENCE TO CONFLICTS OF LAWS PROVISIONS, EXCEPT FOR PATENTS, TRADEMARKS AND COPYRIGHTS, WHICH SHALL BE GOVERNED BY AND UNDER THE APPLICABLE PATENT, TRADEMARK AND COPYRIGHT LAWS.

YOU AGREE (I) THAT ANY LAWSUIT, PROCEEDING OR ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF USE MAY BE BROUGHT ONLY IN THE COURTS OF THE STATE OF FLORIDA, COUNTY OF PALM BEACH, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF FLORIDA, (II) TO ACCEPT FOR YOURSELF AND IN RESPECT OF YOUR PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (III) TO IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY LAWSUIT, PROCEEDING OR ACTION IN THOSE JURISDICTIONS, AND (IV) THAT YOU IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS OF ANY OF THE COURTS REFERRED TO ABOVE IN ANY LAWSUIT, PROCEEDING OR ACTION BY THE MAILING OF COPIES OF THE PROCESS TO YOUR PRINCIPAL RESIDENCE.

BY USING THE LOAN APPLICATION FORM, YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THE USE OF THE LOAN APPLICATION FORM, THE

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Version 1: Adopted March 20, 2018

Version 2: Adopted January 7, 2020