Terms and Conditions

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS HAVE AN "ARBITRATION AGREEMENT," WHICH INCLUDES WAIVERS OF YOUR RIGHT TO A JURY TRIAL AND YOUR CLASS ACTION RIGHTS. YOU MAY OPT-OUT OF THE ARBITRATION AGREEMENT AS PROVIDED BELOW.

Agreement between User and Symmetry Lending

Welcome to the Symmetry websites. Our websites and online services, including symmetrylending.com and symmetryautofinance.com, (the "Site") are operated by Symmetry Lending, LLC and Symmetry Auto Finance, LLC, subsidiaries of Symmetry Holdco, LLC (collectively referred to as "Symmetry", "Symmetry Lending", "we", "us", or "our"). Except as otherwise provided, the Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Electronic Communications

Visiting the Site or sending emails to Symmetry Lending constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically via email and on the Site, satisfy any legal requirement that such communications be in writing.

Links to Third Party Sites/Third Party Services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Symmetry Lending and Symmetry Lending is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Symmetry Lending is providing these links to you only as a convenience, and inclusion of any link does not imply endorsement by Symmetry Lending of the site or any association with its operators.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Symmetry Lending that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site, such as text, graphics, logos, images, and any software used on the Site, is the property of Symmetry Lending or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions, contained in any such content and will not make any changes to the content.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Symmetry Lending content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your use and will make no other use of the content without the express written permission of Symmetry Lending and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Symmetry Lending or our licensors except as expressly authorized by these Terms.

International Users

The Site is controlled, operated and administered by Symmetry Lending from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Symmetry Lending content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations. Please do not provide any personal data through the Site or by e-mail, as Symmetry Lending's privacy policies may not comply with local laws in your jurisdiction.

Indemnification

You agree to indemnify, defend and hold harmless Symmetry Lending, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Symmetry Lending reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Symmetry Lending in asserting any available defenses.

Liability Disclaimer

Symmetry Lending intends that the information contained in the Site is accurate and reliable. However, errors sometimes occur.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHIC ERRORS. SYMMETRY LENDING, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME, WITHOUT PRIOR NOTICE.

SYMMETRY LENDING, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED 'AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SYMMETRY LENDING, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND

CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SYMMETRY LENDING, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SYMMETRY LENDING, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Arbitration Agreement

A. YOU AND SYMMETRY LENDING AGREE THAT ANY CLAIMS OR DISPUTES THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE TERMS OR THE SITE ("Claim" or "Claims") SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT. In arbitration, there is no judge and no jury. Instead, Claims are decided by an arbitrator whose authority is created by and governed by this arbitration agreement. Review of arbitration awards in the courts is very limited.

B. **RIGHT TO OPT-OUT**: You may opt-out of this Arbitration Agreement by notifying Symmetry Lending in writing within thirty (30) days of the date on which you accessed or used the Site. Such written notification must be sent by mail with a tracking number to Symmetry Lending, Attention: Regulatory Affairs, 6600 Peachtree Dunwoody Rd. Bldg. 600 Suite 110, Atlanta, GA. 30328 and must include (1) your name, (2) your address, (3) the Symmetry Lending website you accessed, (4) the date upon which you accessed the website in the last 30 days, and (5) a clear statement indicating that you do not wish to resolve disputes through arbitration. An opt-out notice is only valid for the date and website listed in the specific notice and will not affect the terms and conditions of other or prior or future arbitration agreements with Symmetry Lending. Any opt-out notice received after the opt-out deadline or not including the above requirements will not be valid and you will be bound by this Arbitration Agreement.

C. **NOTICE AND CURE**. If you or Symmetry Lending have a Claim, before starting an arbitration, the party electing to commence a proceeding must give the other party written

notice of the Claim. The notice must include: (1) the name, telephone number, mailing address, and email address of the party seeking arbitration; (2) reasonable detail of the claim, including supporting facts; (3) the remedy sought and a good-faith calculation of the amount in controversy, expressed in U.S. Dollars; and (4) the original signature of the party making the claim. You must send the notice in writing and by mail, with a tracking number, to Symmetry Lending, Attention: Regulatory Affairs, 6600 Peachtree Dunwoody Rd. Bldg. 600 Suite 110, Atlanta, GA. 30328. If Symmetry Lending intends to make a claim, Symmetry Lending will notify you in writing by certified mail, return receipt requested, at the most recent address Symmetry Lending has for you in our files, or, if Symmetry Lending has no physical mailing address, then by email to the current email address Symmetry Lending has on file. The complaining party must give the other party a reasonable opportunity over the sixty (60) days after a complete and valid notice is received to resolve the claim on an individual basis. Symmetry Lending will toll any applicable period of limitations during the 60-day period commencing with receipt of your notice provided you engage in a good faith effort to resolve the Claim on an individual basis as contemplated by this provision during that 60-day period. If requested by the party that receives the notice, the other party must personally participate in an individualized telephone or video settlement conference (if a party is represented by counsel, counsel may also participate) to discuss the Claim. If the Claim is not resolved within sixty (60) days after receipt of the complete and valid notice (which period can be extended by agreement of the Parties), you or Symmetry Lending may commence an arbitration proceeding by filing a demand for arbitration with JAMS consistent with the process set forth in this arbitration agreement. Compliance with and completing the foregoing informal dispute resolution process (the "Informal Resolution Requirement") is a condition precedent to filing a demand for arbitration. If the sufficiency of a notice or compliance with this informal dispute resolution process is at issue, it shall be decided by a court at either party's election, and any arbitration proceeding shall be stayed pending resolution of the issue. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The validity, enforceability, and effect of this Notice and Cure paragraph shall be exclusively determined by a court, and not by any arbitration administrator or arbitrator.

D. **CLASS ACTION WAIVER:** YOU AND SYMMETRY LENDING AGREE THAT ALL CLAIMS BETWEEN US WILL BE RESOLVED IN AN INDIVIDUAL CAPACITY. EXCEPT AS PROVIDED IN THE "MASS ARBITRATIONS" PARAGRAPH BELOW, WE BOTH AGREE THAT THERE WILL BE NO CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION. The arbitrator shall have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other consumers, or other persons similarly situated. Further, except as provided in the JAMS Mass Arbitration Rules adopted herein, unless both you and Symmetry Lending agree otherwise in writing, the arbitrator may not consolidate more than one person's claims. This paragraph does not apply to requests for public injunctive relief, which are addressed below. The validity, enforceability, and effect of this Class Action Waiver shall be exclusively determined by a court, and not by any arbitration administrator or arbitrator. Requests for Public Injunctive Relief are governed by Paragraph G below. This class action waiver is an essential part of our arbitration agreement and may not be

severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply.

E. **JURY WAIVER**: YOU AND WE AGREE THAT, BY ENTERING INTO THIS ARBITRATION AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR RESPECTIVE LEGAL RIGHTS, INCLUDING, THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS UNDER THE FEDERAL ARBITRATION ACT).

F. **ARBITRATOR AUTHORITY:** The arbitrator's authority is governed by this arbitration agreement. You and Symmetry Lending agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by these Terms, including, an award of attorneys' fees and costs to the prevailing party if a court would be authorized to do so under the applicable law, but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with Symmetry Lending. Additionally, notwithstanding anything contained in this arbitration agreement, either you or Symmetry Lending may seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied so long as the dispute remains in such court and advances only an individual claim for relief.

G. **PUBLIC INJUNCTIVE RELIEF**: If you or Symmetry Lending seek public injunctive relief as a remedy for any Claim (a "Public Injunctive Relief Request"), you and Symmetry Lending agree that the Public Injunctive Relief Request cannot be arbitrated. Instead, the Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration. You and Symmetry Lending agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the Parties will only seek to lift the stay and request that a court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this paragraph shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator. If for any reason this Public Injunctive Relief paragraph is found unenforceable, then the entire arbitration agreement will not apply.

H. **ARBITRATION PROCEDURES:** You and Symmetry Lending agree that your agreement affects interstate commerce, and the Federal Arbitration Act governs this Arbitration Agreement. The arbitrator shall not apply any state law governing consolidation or joinder of parties or claims in (or subject to) arbitration; arbitration must be conducted on an individualized basis. All arbitrations shall be conducted by JAMS under its Streamlined Arbitration Rules and Procedures ("JAMS"), or, if applicable, the JAMS Mass Arbitration Procedures and Guidelines. These Rules are available on the JAMS website at http://www.jamsadr.com or by calling 1.800.352.5267. If there is a conflict between the JAMS Rules and this arbitration agreement, then this arbitration agreement shall control. If JAMS is unavailable, or declines to administer the arbitration, and the parties are unable to agree on an alternative administrator, then either Symmetry

Lending or you may petition a court of competent jurisdiction to appoint an arbitrator. The arbitrator shall be a retired federal judge, a retired state appellate judge, or a retired state trial judge (in that order of preference). Upon request, the arbitrator shall issue a written award describing the essential findings supporting the award. Symmetry Lending will cover all filing, administrative, hearing, and arbitrator's fees except, if applicable, any consumer filing fee assessed by the arbitration administrator. Under no circumstances will your liability for a consumer filing fee exceed $250.00; we will cover any excess over that amount. We will also cover any consumer filing fee if a court or arbiter determines that it is necessary to enforce this Clause. If you bring an arbitration against Symmetry Lending, the arbitration hearing will be held virtually or in a location reasonably convenient to you, unless we both agree on a different location.

I. **MASS ARBITRATIONS**. In the event that twenty-five (25) or more similar demands for arbitration are filed against the same party or related parties by individuals represented by the same law firm or law firms acting in coordination, the JAMS Mass Arbitration Procedures and Guidelines will apply, subject to the provisions of this Arbitration Agreement. The JAMS Mass Arbitration Procedures and Guidelines are available from www.jamsadr.com or 1-800-352-5267 (toll free). If the JAMS Mass Arbitration Procedures and Guidelines apply, JAMS will appoint a process administrator to exercise the powers granted under the JAMS Mass Arbitration Procedures and Guidelines. All decisions issued by the process administrator may be reviewed by the merits arbitrator de novo once appointed. Accordingly, the merits arbitrator will have the power to modify, correct, amend, reverse, or otherwise alter the decision of the process administrator with respect to the particular Claims before the merits arbitrator.

J. **SURVIVAL:** This arbitration agreement survives the termination of the Terms contained herein between you and Symmetry Lending.

Other Terms

Symmetry Lending reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. Except as provided in the Arbitration Agreement, to the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia . Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Symmetry Lending as a result of this agreement or use of the Site. Symmetry Lending's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Symmetry Lending's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Symmetry Lending with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Symmetry Lending with respect to the Site and it supersedes all prior or

contemporaneous communications and proposals, whether electronic, oral or written, between the user and Symmetry Lending with respect to 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 to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Changes to Terms

Symmetry Lending reserves the right, in its sole discretion, to change the Terms under which the Site is offered. Symmetry Lending encourages you to periodically review the Terms to stay informed of our updates. If you visit the Site after a change to the Terms, your continued use of the Site after an update will constitute your agreement to the Terms as updated.

Contact Us

Symmetry Lending welcomes your questions or comments regarding the Terms:

Symmetry Lending, LLC

Attention: Compliance

6600 Peachtree Dunwoody Rd., Bldg. 600, Suite 110

Atlanta, GA 30328

Telephone number: 800.992.0426