

## Terms of Use

Last Revised: June 16, 2017

### ACCEPTANCE OF TERMS OF USE

SALT Lending Holdings, Inc., "SALT", "Company" means each and every current and future affiliate of SALT Lending Holdings, Inc. and SALT Platform, LLC. Please read these Terms of Use carefully before you start to use the SALT website located at <https://SaltLending.com> (collectively, "SALT", "we", or "us") and any services made available through SALT. By using SALT, or by clicking the "Sign In", "I Agree", "Sign Up" or "Notify me" button, or by using the services, you accept and agree to be bound and abide by these Terms of Use. **If you do not want to agree to these Terms of Use, you must not access or use SALT**

SALT provides you with a simple and convenient way to purchase and store digital tokens. These Terms of Use and any terms expressly incorporated herein ("Terms") apply to your access to and use of SALT and mobile applications provided by SALT, and the purchase and account services SALT as described in these Terms (collectively, our "Services"). Without limitation, our Services do not provide users with the ability to trade digital tokens or any forms of legal tender (e.g. US dollars).

SALT reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the SALT, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms to the SALT and changing the "Last Revised" date at the top of the Terms, or by emailing users at their provided email addresses, or by any other means as determined by SALT. The decision of which notification chosen will be left to SALT's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the SALT or at the instant that SALT transmits the information to the users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the SALT. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this SALT acts as acceptance of such changes or modifications. **If you do not agree to the Terms in effect when you access or use the SALT, you must stop using the SALT.**

### Depictions

Depicted on SaltLending.com is a summary of the processes for obtaining a loan or making an investment which are separate and distinct from the purchase or use of SALT Membership Tokens. Terms and Conditions Apply. Loans are not made by SALT Lending. SALT Lending is a Platform. All loans are subject to review and approval. For example, a one year \$10,000 loan with a rate of 10.00% APR would have 12 scheduled monthly payments of \$880. Annual percentage rates (APRs) through SALT vary. Eligibility is not guaranteed, and requires that a sufficient pool of liquidity is available to fulfill your request and that you meet other conditions. Individual US citizen borrowers must be a permanent resident and at least 18 years old. Valid bank account and social security number/FEIN are required. Refer to The Membership Agreement and The Subscriber Agreement for details and all terms and conditions. Borrowing against collateral entails risk and may not be appropriate for your needs. Salt Lending does not provide legal or tax advice. Please consult your advisor.

SALT Lending's notes are issued pursuant to a Prospectus. You should review the risks and uncertainties described in the Prospectus related to your possible investment in the notes. Not FDIC-insured; investments may lose value; no SALT or bank guarantee.

### Pre-Launch Disclosure

Interested parties acknowledge that the Salt Lending Platform, as described herein, may never in fact operate in any capacity. As such, the SALT Membership Tokens may have a value of zero. SALT Membership Tokens are functional utility smart contracts within the SALT Lending Platform. SALT Membership Tokens are not securities. SALT Membership Tokens are non-refundable. SALT Membership Tokens are not for speculative investment. No promises of future performance or value are or will be made with respect to SALT Membership Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that SALT Membership Tokens will hold any particular value. SALT Membership Tokens are not participation in the Company and SALT Membership Tokens hold no rights in said company. SALT Membership Tokens are sold as a functional good and all proceeds received by Company may be spent freely by Company absent any conditions. SALT Membership Tokens are intended for experts in dealing with cryptographic tokens and blockchain-based software systems.

## **1. Accessing the Website**

You must meet certain eligibility criteria to use SALT. By accessing or using SALT, you represent and warrant that: (a) you are at least 18 years; (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (e) not identified as a "Specially Designated National"; (f) not placed on the US Commerce Department's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms. Finally, you represent and warrant that you will not be using this site for any illegal activity, including but not limited to money laundering and the financing of terrorism.

## **2. Registration and Accounts**

In order to access and use the Services, you must create an account with SALT (an "Account"). You agree to: (a) provide accurate, current and complete information when creating the account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer; (d) promptly notify SALT if you discover or otherwise suspect any security breaches related to SALT; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

## **3. Account Security**

We reserve the right to withdraw or amend SALT, and any Service or material we provide on SALT, in our sole discretion without notice. We will not be liable if for any reason all or any part of SALT is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of SALT, to certain Accounts or the whole of SALT, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to SALT.
- Ensuring that all persons who access SALT through your internet connection are aware of these Terms and comply with them.
- Maintaining and promptly update your Account information.
- Maintaining the security of your Account by protecting your password and restricting access to your Account.
- All activities that occur under your Account and you accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to SALT or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. SALT may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

#### **4. Acceptable Use**

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Use our Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information; and
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

In order to access and use the Services and retain any information you wish to relating to the Services, you will need a computer with an internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with SALT and have sufficient storage space or a printer to print emails if you wish to retain them.

#### **5. Digital Token Purchases**

This Section applies to: (a) all digital token purchases completed via the Services, and (b) any transaction in which you load fiat or digital currencies ("Funds") at SALT's direction to complete a purchase of digital tokens.

We may, at any time and in our sole discretion, refuse any purchase of digital tokens submitted via the Services, impose limits on the purchase amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

If you have sent an insufficient amount of Funds at SALT's direction to complete a purchase of digital tokens via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds currently available.

It is your responsibility to determine what, if any, taxes apply to the purchases you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that SALT is not responsible for determining whether taxes apply to your purchases of digital tokens or for collecting, reporting, withholding or remitting any taxes arising from any purchases of digital tokens.

## **6. Transfer of Funds**

In order to complete a purchase of a digital token the Services, you must send Funds to the relevant account or wallet identified by SALT using one of the approved external accounts identified via the Services. You may be required to verify that you control the external account that you use to send Funds. You may be charged fees by the external account you use to send Funds. SALT is not responsible for any external account fees or for the management and security of any external account. You are solely responsible for your use of any external account, and you agree to comply with all terms and conditions applicable to any external account. The timing associated with a transfer of Funds for a purchase will depend in part upon the performance of third parties responsible for maintaining the applicable external account, and SALT makes no guarantee regarding the amount of time it may take to load Funds into your Account.

## **7. Purchase of Digital Tokens**

This Section applies only when you use the Services to purchase digital tokens. SALT does not purchase, sell, or exchange any digital tokens on its own behalf. You acknowledge and agree that: (a) SALT is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by SALT shall be considered or construed as advice. Once the Services execute your purchase, a confirmation will be electronically made available via the Services detailing the particulars of the purchase of digital tokens. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such purchase of digital token.

## **8. Electronic Notices**

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that SALT provides in connection with your Account and/or use of the SALT Services. You agree that SALT may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support email [support@SaltLending.com](mailto:support@SaltLending.com) to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support email [support@SaltLending.com](mailto:support@SaltLending.com). If you decline or withdraw consent to receive electronic Communications, SALT may suspend or terminate your use of the Services.

It is your responsibility to keep your email address and/or mobile phone number on file with SALT up to date so that SALT can communicate with you electronically. You understand and agree that if SALT sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, SALT will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add SALT to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Account or by sending such information to support email [support@SaltLending.com](mailto:support@SaltLending.com). If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by SALT are returned,

SALT may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

## **9. Third-Party Content**

In using our Services, you will view content provided by third parties, including articles, reviews, comments, insights, analysis and links to web pages of such parties, including but not limited to blogs, forums, communities and social networks. We do not control or approve any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties that are linked to our Service, is at your own risk.

## **10. DISCLAIMER OF WARRANTIES**

OUR SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. Your use of our Services is at your sole risk. We and our licensors, service providers or subcontractors (if any) make no representations or warranties about the suitability of the information, software, products and services contained in our Services for any purpose or their compliance with any accounting rules, principles or laws, and expressly disclaim any representation or warranty that the Services will be free from errors, viruses or other harmful components, that communications to or from the Services will be secure and not intercepted, that the services and other capabilities offered from the Services will be uninterrupted, or that their content will be accurate, complete or timely.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL OUR COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE SALT MATERIALS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM SALT AND ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SALT'S RECORDS, PROGRAMS OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SALT (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, SALT OR TO THESE TERMS EXCEED THE FEES EARNED BY SALT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY DIVIDED BY THE NUMBER OF USERS DURING THAT 12 MONTH PERIOD.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **12. No Offer**

Neither these Terms nor any other document or information publicly available on SALT without going through your Account and the purchase process, constitute an offer or solicitation to sell securities. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. These Terms do not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities. SALT expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

## **13. No Advice**

SALT is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information provided by SALT is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you.

The information presented on or through the SALT is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the SALT, or by anyone who may be informed of any of its contents.

This SALT may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **14. Indemnity**

You agree to defend, indemnify and hold harmless SALT (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## **15. Discontinuance of Services**

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

## **16. Unclaimed Property**

If for any reason SALT is holding digital tokens in your Account on your behalf, and SALT is unable to return your digital tokens to your designated external account after a period of inactivity, then SALT may report and remit such digital tokens in accordance with applicable unclaimed property laws.

## **17. Feedback**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding SALT or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of SALT. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our SALT if, in our opinion, your post does not comply with the content standards set out in this section.

## **18. Intellectual Property Rights**

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on SALT or provided in connection with the Services, including, without limitation, SALT and its entire contents, features, and functionality (including but not limited to all information, software, designs, text, graphics, pictures, information, data, video sound files, other files and the selection and arrangement thereof (collectively, "SALT Materials")) are the proprietary property of SALT or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the SALT for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the SALT Materials, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the SALT for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

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## **19. Trademarks**

"SALT", the SALT logo and any other SALT product or service names, logos or slogans that may appear on our Services are trademark and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of SALT without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of SALT. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of SALT and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## **20. Privacy Policy**

- A. As a principle, SALT collects only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within SALT, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. SALT is the only data controller and processor.
- B. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any international, federal, state or local law, regulation or policy. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.
- C. SALT reserves its right to request documentation, described in paragraph 19(A), prior to activating your account at any of the Services, and any services, available through website. SALT may refuse you access to the Services and website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.
- D. SALT collects information from running the website and products, provided thereto, and uses information, provided to us by you. When you visit the website or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website. When you use a location-enabled device with our website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- E. If you create an account at our website and use our Services, we may collect and store the following types of information: contact information – your name, address, phone, email and other similar information. Before permitting you to use our website and products, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

- F. When you use our website, we collect information about your transactions (such as date, time and amount of transaction) and your other activities on our website and we may collect information about your computer or other access device for fraud prevention purposes. We may collect additional information about you through your interactions with our support team.
- G. When you access the website or use our products or services we (or google analytics on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- H. Throughout these Terms, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- I. We store and process your personal information on our servers. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfill their job responsibilities.
- J. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with state and federal anti-money laundering and “know your customer” regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.
- K. We reserve our right to share your personal information with:
  - a. our banking partners (if you link a bank account to your account);
  - b. companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
  - c. 3rd party identification services providers for fraud prevention purposes;
  - d. law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;
  - e. other third parties only with your prior consent or direction to do so.
- L. SALT will not provide your personal information to any other SALT users without your consent or direction.
- M. You may access, review and edit your personal information at any time by logging in to the website using your credentials.
- N. The data that we collect from you will be transferred to, and stored at, or processed from a destination either inside or outside of the European Economic Area or the United States. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the SALT services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## 21. Suspension; Termination

In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for SALT, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, SALT will attempt to return any Funds stored in your Account not otherwise owed to SALT, unless SALT believes you have committed fraud, negligence or other misconduct.

## 22. Applicable Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and SALT agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and SALT agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to SALT shall be sent to support@SaltLending.com . You and SALT further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in the United States of America; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of arbitration in the United States of America; and (d) that the court in United States of America have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the United States of America, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and SALT will not commence against the other a class action, class arbitration or representative action or proceeding.

## 23. Miscellaneous

**Entire Agreement;** Order of Precedence. These Terms succeed those of the Membership Agreement and Subscription Agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with SALT for the Services or for any other SALT product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with SALT, the terms of that other agreement will control.

**Amendment.** We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the SALT and/or by posting the amended Terms via the applicable SALT website and mobile applications. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after SALT provides notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

**Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

**Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

**Force Majeure Events.** SALT shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond SALT's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond SALT's reasonable control (each, a "Force Majeure Event").

**Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from SALT, including by operation of law or in connection with any change of control. SALT may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

**Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

**Survival.** Sections "Accessing the Website", "Registration and Accounts", "Account Security", "No Offer", "No Advice", "Unclaimed Property", "Feedback", "Intellectual Property Rights", "Trademarks", "Privacy Policy", "Third-Party Content", "Disclaimer of Warranties", "Limitation of Liability"; "Indemnity", "Applicable Law; Arbitration" and this Section "Miscellaneous" shall survive any termination or expiration of these Terms.

SALT takes your privacy seriously. Please see our [Privacy Policy](#) for more details.  
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