# Website Terms of Use

## Products and Services on this Site Eligibility Site Use and Access Third-Party Content Limitation of Liabilities and Warranties

## Indemnity Governing Law and Other Terms Copyrights and Trademarks

By using or visiting, this website, www.imaginecredit.com, and associated online services or mobile applications (collectively, the "Site") you (the user) have read and agree to this Website Terms of Use ("Agreement"), the <u>Website Privacy Policy</u> and any terms and conditions associated with Imagine® products. If you do not agree with this Agreement, you should stop using the Site immediately. "We", "our" or "us" refers to Atlanticus Services Corporation and its affiliates. We own and administer the Site for the benefit of WebBank ("WebBankWebBank"), a federally insured bank, in connection with its Imagine® programs.

We may modify this Agreement from time to time. You agree to any changes to this Agreement by using the Site after changes to the Agreement have been posted.

Please read this Agreement carefully and print it for your records.

# **Products and Services on this Site**

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You understand and agree that WebBank is the creditor for all Imagine® products available through this Site. Any other products or services advertised on this Site are offered by and remain the sole responsibility of the respective product vendors or service providers ("Suppliers"). We, WebBank and Suppliers are not your agents.

This Site is a free service provided to you in connection with Imagine® programs. We may, from time to time, receive compensation from Suppliers for goods, facilities and services that we may provide to them under separate contract. Such goods, facilities or services may or may not relate in any way to your use of the Site. You agree to any such compensation arrangement whether or not related in any way to your use of the Site.

# **Eligibility**

Use of this Site is void where prohibited. By using this Site, you represent and warrant that (i) all information you submit on this Site is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) you are 18 years of age or older (or 19 years in Alabama and Nebraska) and located in the United States. This Site does not knowingly collect personal information on anyone under the age of 13. Your eligibility for particular products and services is subject to our final determination, restrictions and acceptance.

## Site Use and Access

We grant you permission to use the Site as set forth in this Agreement. You are responsible for all of your activities related to your use of the Site. You agree not to use this Site for any unlawful or unauthorized purpose. You may not use or attempt to use the Site in any way that: (i) causes you or us to violate any law or regulation or to infringe on any right of any third party; (ii) inhibits use of the Site by other users or interferes with the operation of the Site or our networks; or (iii) misuses a function available on the Site or attempts to circumvent any security features of the Site. You may not use or attempt to use the Site to: (i) post, store, transmit, or offer illegal, offensive, threatening, pornographic or defamatory materials; (ii) post, store or transmit any viruses, worms, Trojan horses or other harmful or disruptive components; or (iii) harvest, collect or mine information about us or other users of the Site. You may not use the Site in any way that we, in our sole discretion, determine to be an objectionable use of the Site.

To access certain features of the Site, you may have to create an account. You are solely responsible for the activity that occurs on your account and you must keep your password secure. You should notify us immediately of any unauthorized use of your online account by contacting us at [*insert contact info*]. We and WebBank are not liable for losses caused by unauthorized use of your account.

Your access to and use of our Site, including an online account, may be interrupted from time to time for any reason, including, but not limited to, (i) the malfunction of equipment, (ii) periodic updating, (iii) maintenance or repair of the Site; (iv) any other action that we or WebBank elect to take; or (v) any other interruptions outside our control. We or WebBank may limit, suspend or discontinue the availability of the Site, in whole or in part, including an online account, at any time without prior notice.

## **Third-Party Content**

This Site may contain third-party content, including links to third-party websites that are not owned or controlled by us or WebBank. We are not in any way responsible for the content on, or your use of any such third-party website. This Agreement and the Website Privacy Policy do not apply to third-party websites. We encourage you to read the terms of service and privacy policy that governs your activities and handling of your information on third-party websites. The appearance of any third-party website, content or product does not imply any endorsement by us or WebBank with respect to any such third-party website, its contents, its sponsor(s) or any products or services offered at or through such third-party website. It is your responsibility to investigate third parties.

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AGENTS) WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN ANY WAY ARISING OUT OF, OR CONNECTED TO, THE USE OF OR ANY INABILITY TO USE THIS SITE OR FOR ANY ERROR OR DELAY IN THE TRANSMISSION OF INFORMATION TO, FROM OR THROUGH THIS SITE.

As a condition of your use of this Site, you agree to defend, indemnify and hold us, WebBank and any company that provides services to support this Site (including their officers, members, directors, employees and agents), from and against any and all claims, damages, liabilities, losses, costs or expenses (including attorneys' fees) arising out of, relating to or resulting from (i) your use or attempted use of this Site, (ii) your violation of this Agreement and (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right. This provision will survive the termination of this Agreement and the termination of your use of the Site.

## **Governing Law and Other Terms**

This Agreement is subject to and is to be construed in accordance with the laws of the State of Georgia, without regard to internal principles of conflicts of laws, and applicable Federal law of the United States of America. You consent to the exclusive jurisdiction of the federal and state courts located in the State of Georgia, for any and all disputes arising out of this Agreement. You may not use this Site in any jurisdiction that does not give effect to each and every provision of this Agreement. This Agreement constitutes the entire agreement between you and us and supersedes any and all prior or contemporaneous agreements, whether oral, written or electronic, between us. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of this Agreement. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, then such provision should be deemed to be reformed to match as closely as possible the intent of the original provision and all other provisions of this Agreement shall remain in effect. Any bona fide printed or electronic version of this Agreement shall be admissible in any proceeding before a court, arbitrator or other authority.

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