

## **TERMS AND CONDITIONS OF USE**

Please carefully review the following terms and conditions of use (the “Terms of Use”) that govern your use of this website, associated sites linked to this website and to any mobile device-enabled website content and mobile application (collectively, the “Site”) and the products and services offered on the Site. Please also read our [Privacy Policy](#) regarding the information that you provide to us. The Site is the property of Cognition Financial Corporation and its subsidiaries (collectively “Cognition Financial”). In these Terms of Use “we,” “us,” and “our” means Cognition Financial Corporation and its subsidiaries and affiliates.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Cognition Financial reserves the right at its sole discretion, to change, modify, add or remove portions of these Terms of Use and our Privacy Policy, at any time. Cognition Financial also reserves the right to modify or discontinue, temporarily or permanently, the Site for any reason, at its sole discretion, with or without notice to you. You agree to check these Terms of Use and our Privacy Policy periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

### **Privacy**

Your privacy is very important to us. Please review our online [Privacy Policy](#) (which also governs your visit to the Site) to understand how we treat your personal information and protect your privacy when you use the Site. As discussed in our [Privacy Policy](#), we may share information with your school or any other party (such as the cosigner) on your loan.

By submitting an application, you understand and agree that Cognition Financial, Citizens Bank, N.A. and their respective agents will provide personally identifiable information to your school, including information about your loan or loan application, and you authorize your school to provide information and certification to us, Citizens Bank, N.A. about you, including your attendance, financial aid, and status.

Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, notwithstanding Cognition Financial’s efforts to protect such transmissions.

### **Your Use of the Site**

As long as you comply with these Terms of Use, Cognition Financial grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site. You agree to abide by all applicable local, state, national, and international laws and regulations in regard to your use of the Site. The Site is available only to individuals who are permitted to use it under applicable law. You must be of the age of majority in your state, which is 18 in most states, but 21 in Puerto Rico, 19 in Alabama and Nebraska (if you are a ward of the state). You may use the Site and apply for a loan if you are 17 if you are applying with a cosigner over the age of 18 (or age of majority in your state, whichever is greater). If you do not meet these age requirements, please do not use our Site.

You agree that all access and use of the Site and its contents is at your own risk. You agree to be solely responsible for your actions and the contents of your transmissions through the Site. You agree not to impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity. You agree that we may terminate your password, account, or use of the Site in Cognition Financial's sole discretion for any reason as permitted by law.

By using the Site, you acknowledge that we specifically disclaim any liability (whether based in contract, tort, negligence, strict liability or otherwise) for any direct, indirect, incidental, common law, statutory, regulatory, consequential, compensatory, punitive, or special damages arising out of or in any way connected with your access to or use of the Site (even if we have been advised of the possibility of such damages) including, but not limited to, any liability associated with any viruses which may infect your computer equipment. In addition, Cognition Financial may post notices or links to notices through the Site to inform you of changes to the Terms of Use, the Site, or other matters of importance.

You agree that you will not use any robot, spider or other automatic device, or manual process to monitor or copy the Site or the content contained in the Site without our prior written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any information or technology obtained from the Site.

Calculators and tools on the Site provide you with ESTIMATES that may be different than actual amounts.

### **Products and Services**

The products and services described on the Site, including their terms, conditions, availability or pricing, are subject to change at any time, without notice. The availability of the products and services described on the Site, as well as their associated fees, charges, interest rates, and balance requirements, may differ among geographic locations. By offering information about products and services on the Site no solicitation is made by Cognition Financial (or other third party offering the product or service) to any person whose use of such information, products or services in jurisdictions where such information, products or services is prohibited by law. Your eligibility for the products and services listed on the Site is subject to the final approval and acceptance of Cognition Financial or other third party offering the product or service, such as our partner lender.

### **Application**

You may be presented with the opportunity to prequalify and/or apply for a loan through the Site. All information submitted to Cognition Financial through the Site shall be deemed and remain the property of Cognition Financial.

When prequalifying or applying for a loan on the Site, you agree to provide accurate, true, current and complete information about yourself. If any information you provide is inaccurate, untrue, not current or incomplete, Cognition Financial (or other third party offering the loan) has the right to terminate your loan prequalification and/or application request and to decline to provide any and all future use of the Site.

Neither Cognition Financial nor any third-party offering products or services has any obligation to approve an application for a loan. Upon final approval of an application, your loan remains subject to executing a credit agreement.

## **Communications**

By accepting these Terms of Use, you expressly consent to be contacted by Cognition Financial, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your application or account, which includes, but is not limited to, contacting you to see if you would like to complete and submit your application or for collection and payment purposes, at any telephone number (including any mobile telephone number), or any physical, email, or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave messages on your answering machine, voice mail, or send messages via text. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. COGNITION FINANCIAL AND OUR AGENTS, REPRESENTATIVES, AFFILIATES AND ANYONE CALLING ON OUR BEHALF MAY USE SUCH MEANS OF COMMUNICATION DESCRIBED IN THIS SECTION EVEN IF YOU WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER MEANS.

1. In order to access, view, and retain SMS messages that we make available to you, you must have an SMS-capable mobile phone, an active mobile phone account with a communication service provider; and sufficient storage capacity on your mobile phone.
2. All SMS messages in electronic format from us to you will be considered "in writing."
3. There is no service fee for SMS messages, but you are responsible for any and all charges, including but not limited to fees associated with text messaging, imposed by your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill. Message frequency depends on account status or settings. We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice, without liability to you.

## **Electronic Signatures and Communications**

Citizens Bank, N.A. is required by law to provide you certain information in writing, which it may provide electronically with your prior consent. Citizens Bank, N.A. also needs your consent to use electronic signatures. To receive electronic communications and use electronic signatures, you must carefully read and agree to the Consent to Electronic Communications and Signatures contained on the Site.

## **Your Site Account**

You may be required to create an account to use certain parts of the Site. When you create an account, you will be required to pick a username and a password. You may not disclose your username or password to any third party. If you learn of any unauthorized use of your password or account, please contact us immediately.

## **Your Credit Report**

We may obtain a full credit report from a consumer reporting agency in connection with your application for credit and subsequently in connection with any extension of credit, update, renewal, review or collection of your account or any other lawful purpose. Upon your request, we will inform you of the name and address of the consumer reporting agency from which we obtained your credit report.

You are allowed to receive one free credit report under the Fair Credit Reporting Act from each of the three U.S. nationwide consumer reporting agencies (Experian, Equifax, and TransUnion) during any twelve-month period. You may also be able to receive free credit reports as permitted by state law (you may contact your state or local consumer protection agency or state attorney general to learn more about your rights under state law). For information on obtaining your credit reports free of charge, contact [www.annualcreditreport.com](http://www.annualcreditreport.com), or you can contact Experian, Equifax or TransUnion, individually, at [www.experian.com](http://www.experian.com), [www.equifax.com](http://www.equifax.com), and [www.transunion.com](http://www.transunion.com).

## **Use of Your Credit Report**

By submitting a loan application, you are certifying that you understand that the services being requested are regulated by the Fair Credit Reporting Act and that Cognition Financial and Citizens Bank, N.A. have a permissible purpose to obtain and use your credit report provided by a consumer reporting agency. By using the Site to request a loan rate quote or submit a loan application, you certify that you have initiated a transaction with Cognition Financial and Citizens Bank, N.A. and you agree that Cognition Financial and Citizens Bank, N.A. may order and use your personal credit profile and credit report for such transaction. You acknowledge that your credit profile and credit report information may be used to verify your eligibility for the loan for which you have applied as well as to confirm your identity to avoid fraudulent transactions in your name.

## **Use of Information Provided by You**

By submitting information, data, passwords, usernames, PINs, other sign-in information, materials and other content to Cognition Financial through the Site, you are permitting Cognition Financial, Citizens Bank, N.A. and their respective agents to use such information for the purpose of evaluating your loan application, and potentially originating a loan to you, servicing such loan, and providing related services to you. Cognition Financial may use and store the content to evaluate your loan rate request, loan application and to provide ongoing services to you. Cognition Financial will store and use this information from such connected accounts for a reasonable period of time, but not more than thirty (30) days, in connection with your loan application or loan. By submitting this content to Cognition Financial, you represent that you are entitled to submit it to Cognition Financial for use for this purpose.

Anonymous, aggregate information, comprised of data related to your loan application or loan, may be used by us and/or our third-party vendors to conduct certain analytical research, performance tracking and benchmarking. We or our third-party vendors may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support.

### **Intellectual Property**

The contents of the Site including its text, graphics, images, logos, button icons, editorial content, notices, software (including html-based computer programs), and other material are protected under both United States and foreign copyright, patent, trademark, and other laws. The contents of the Site belong to Cognition Financial (except as otherwise expressly stated). All rights, title and interests therein shall remain the property of Cognition Financial and/or such third parties. Except with the express written consent of Cognition Financial, the contents of the Site may not be copied, transmitted, displayed, performed, distributed (whether for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used-in whole or in part-except to the extent as expressly permitted by applicable law and then only with clear and conspicuous notice of Cognition Financial's proprietary rights.

You are authorized solely to view and retain a copy of the pages of the Site for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images or other materials on the Site for the purpose of transacting business with Cognition Financial and Citizens Bank, N.A. You agree that you will not: (i) remove or alter any author, trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); or (ii) make any other modifications to any documents obtained from the Site, other than in connection with completing information required to transact business with Cognition Financial or Citizens Bank, N.A.

### **Improper Use**

As a condition of your use of the Site, you agree that you will not, and you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any other user of the Site; (iii) probe, scan or test the vulnerability of the Site or the Cognition Financial network or breach security or authentication measures without proper authorization by Cognition Financial; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via means of submitting a virus to the Site, overloading, "scraping," "flooding," "spamming," "credential stuffing," "mail bombing," or "crashing;" or (v) send unsolicited email or other electronic communication, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

### **Indemnification**

You agree to defend, indemnify and hold Cognition Financial, and its affiliates, shareholders, directors, officers, employees, agents, and independent contractors harmless from and against all losses, claims,

damages and expenses, including attorney's fees, arising out of your violation of these Terms of Use or your misuse of the Site or any of the products or services provided on the Site.

### **No Warranty**

Cognition Financial does not warrant the accuracy, adequacy or completeness of the information provided on the Site and expressly disclaims liability for any errors or omissions in such information. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information.

### **Links**

The Site may contain links to websites maintained by non-affiliated third parties. Such websites may have Terms of Use, Privacy Policies, or security practices that are different from those of Cognition Financial. Cognition Financial does not endorse or recommend, and hereby disclaims any liability for, any information or products offered at such websites.

### **Potential for Disruptions in Services**

You understand and agree that from time to time the Site may be unavailable, limited due to slow speed, or otherwise delayed. This may be caused by a wide variety of reasons outside of the control of Cognition Financial and despite commercially reasonable processes and procedures implemented by Cognition Financial to maintain the Site. You also understand that, from time to time, the Site may be unavailable due to regular or other maintenance. You agree that we will not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of the unavailability of the Site, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control.

### **Limitation of Liability**

You agree that all access and use of the Site and its contents is at your own risk. In no event shall Cognition Financial be held liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the Site or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Cognition Financial, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

### **Entirety, Severability and Waiver**

These Terms of Use constitute the entire agreement between you and Cognition Financial with respect to the Site and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Site. Except as expressly set forth in these Terms of Use, in the event of a conflict between these Terms of Use and any applicable terms, these Terms of Use shall govern. Any failure by Cognition Financial to exercise any rights or enforce any of these Terms of Use shall not constitute a waiver of such rights or terms. If any provision of these Terms of Use is held to be invalid or unenforceable to any extent, the remainder of these Terms of Use shall not be affected thereby, and each provision of these Terms of Use shall be valid and enforced to the fullest extent permitted by law.

## Arbitration

Any dispute or claim relating in any way to the Site, its content or these Terms of Use (a "Claim") will be submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA") before the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, in effect at the time the arbitration is brought, or before any other party mutually agreed to in writing, provided that such party must not have in place a formal or informal policy that is inconsistent and purports to override the terms of this arbitration agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org). These terms include any party named as a co-defendant with Cognition Financial in a Claim asserted by you.

The FAA governs the interpretation and enforcement of this provision; the arbitrator shall apply Massachusetts law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND COGNITION FINANCIAL ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

This arbitration provision and class action waiver does not apply to any product that constitutes "consumer credit" under the Military Lending Act (or its implementing regulations) that you may obtain from or through us if you are a covered borrower under the Military Lending Act at the time you obtain such product.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MUST SEND US A SIGNED NOTICE WITHIN 30 CALENDAR DAYS OF THE DATE ON WHICH YOU ELECTRONICALLY SUBMIT AN APPLICATION FOR A PRODUCT OR SERVICE OFFERED THROUGH THE SITE. YOU MUST SEND THE NOTICE IN WRITING (AND NOT ELECTRONICALLY) TO COGNITION FINANCIAL CORPORATION, 200 CLARENDON STREET, 3<sup>RD</sup> FLOOR, BOSTON, MA 02116 ATTN: WEBSITE ARBITRATION OPT OUT NOTICE. YOU MUST PROVIDE YOUR NAME, ADDRESS, TELEPHONE NUMBER, LOAN NUMBER, IF APPLICABLE, AND STATE THAT YOU "OPT OUT" OF THE ARBITRATION PROVISION. OPTING OUT WILL NOT AFFECT THE OTHER PROVISIONS OF THESE TERMS OF USE OR ANY OTHER AGREEMENT GOVERNING THE SITE OR WITH COGNITION FINANCIAL OR CITIZENS BANK, N.A. IF YOU DO NOT OPT OUT, YOU WILL BE BOUND BY THIS ARBITRATION PROVISION IN THESE TERMS OF USE.

Please note that if you enter an agreement with Cognition Financial or Citizens Bank, N.A. that contains a different arbitration provision with a right to opt out, opting out of this arbitration provision is not a rejection of the arbitration provision in the other agreement. You will need to separately opt out of the arbitration provision in the other agreement if you do not want it to apply.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Governing Law and Jurisdiction**

You represent and warrant that you possess the legal right and ability to enter into these Terms of Use and to use the Site in accordance with these Terms of Use. You agree that your use of the Site and these Terms of Use (excluding the arbitration provision) shall be governed by all applicable federal laws and the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflict of law. You agree to submit to the sole and exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts.

### **Contact Us**

If you have any questions about these Terms of Use, please contact us by mail at Cognition Financial, 200 Clarendon Street, 3rd Floor, Boston, Massachusetts 02116.