

Fair Lending Policy Statement

General Policy Statement

Plain Green, LCC d/b/a ConstantCash is providing you the following information in a manner consistent with principles under United States federal law. It is the policy of ConstantCash to make credit products and associated loan operations support services available to all qualified applicants without discriminating on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); the fact that all or part of the applicant's income derives from any public assistance program; or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

It is ConstantCash policy to treat all consumers consistently and fairly. The standard for all employees is to provide service in a fair, equitable, and consistent manner. ConstantCash is committed to making credit products and services available to diverse communities and customers on an equal opportunity basis. This commitment is reflected in formal processes and systems designed to ensure compliance with fair lending requirements. ConstantCash dedicates information and training resources in an ongoing effort to maintain a high level of employee awareness for providing credit products and services in a fair, equitable, and consistent manner.

Application Verification

You authorize ConstantCash ("us" or "we") to verify the information given in connection with this loan application, and you give us consent to obtain information about you from a consumer reporting agency or other sources to verify all of the information you have provided us, including past and/or current information. If there is any missing or erroneous information in or with your loan application regarding your Bank Account (including without limitation your bank, bank routing number, or account number), you authorize us to verify and correct such information.

Advertising

ConstantCash will not engage in advertising practices or other outgoing communications that would discourage on a prohibited basis the making or pursuing of an application for credit.

Notification

ConstantCash will provide notices of action taken on loan applications in a manner consistent with the principles of the Equal Credit Opportunity Act and Federal Reserve Board Regulation B.

Credit Reporting Disclosure

We may make inquiries concerning your credit history and standing, and may report information concerning your performance, including, but not limited to, late payments, missed payments, or other defaults, to credit reporting agencies. Late payments, missed payments or other defaults on your loan may be reflected in your credit report.

Collection and Use of Bank Account and Other Information About You

As part of our credit underwriting and information collection process, we will consider the bank account information provided by you as eligibility for us to process payments against, we may detect additional bank accounts under your ownership, and we also may collect and consider information about you from non-credit reporting agency data providers and publicly available information about you.

Cookies and Online Advertising

To ensure we are publishing content customers need and want, ConstantCash collects aggregated site visitation statistics using cookies. When someone visits the website, a cookie is placed on the customer's computer (if the customer accepts cookies). We also advertise our products and services on other websites you might visit. We may use certain third-party vendors, including but not limited to, Google, Microsoft, or Yahoo, to place our ads on other websites. These third parties may use the cookies placed on your computer to show you advertisements for our services (based on your prior visits to this website) on other internet websites. You can opt out of Google's, Microsoft's and Yahoo's use of cookies in this manner by visiting their respective advertising opt-out pages. If you choose to not have your browser accept cookies from the www.constantcash.com website, you will not be able to subscribe to the service offerings on the site.

Automatic Logging of Session Data

We automatically log generic information about your computer and your computer's connection to the internet, which we call "session data." Session data consists of things such as device information, IP address, operating system and browser software information, and the activities conducted by the user while on our Site. An IP address is a number that lets computers attached to the internet, such as our web servers, know where to send data back to the user, such as the pages of the Site the user wishes to view. We collect session data because it helps us analyze such things as what items visitors are likely to click on most, the way visitors are clicking through the Site, how many visitors are surfing to various pages on the Site, how long visitors to the Site are staying and how often they are visiting. It also helps us diagnose problems with our servers and lets us better administer our systems. It is possible to determine from an IP address a visitor's internet service provider (ISP) and the approximate geographic location of his or her point of connectivity. We also collect and use session data to help prevent fraud or unauthorized use of our Site. Session data is sometimes shared with third parties.

Terms of Use

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS OF USE BEFORE USING THIS SITE. ANY USE OF THIS WEBSITE CREATES A BINDING AGREEMENT TO COMPLY WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD EXIT THIS SITE IMMEDIATELY.

User Agreement

The following are terms of a legal agreement (the "Agreement") between you and ConstantCash ("ConstantCash", "we", "us", or "our") that sets forth the terms and conditions for your use of this website (the "Site"). This Site is being provided to you expressly subject to this Agreement. By accessing, browsing and/or using this site ("Site"), you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of our bargain.

We reserve the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on the Site. You should check this Agreement periodically for changes. All changes shall be effective upon posting. Your continued use of the Site after any change to this Agreement constitutes your agreement to be bound by any such changes. We may terminate, suspend, change, or restrict access to all or any part of this Site without notice or liability.

Limitation of Use

The copyright for all material on this Site, including without limitation the text, data, articles, design, source code, software, photos, images and other information (collectively the “Content”), is held by ConstantCash or by the original creator of the material and is protected by U.S. and international copyright laws and treaties. You agree that the Content may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of ConstantCash. You acknowledge that the Content is and shall remain the property of ConstantCash. You may not modify, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. The use of the Content on any other Site, including by linking or framing, or in any networked computer environment for any purpose, is prohibited without ConstantCash’s prior written approval. You also may not, without ConstantCash’s express written permission, “mirror” any material contained on this Site on any other server. Any unauthorized use of any Content on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications statutes and regulations.

You agree to use the Content and Site only for lawful purposes. You are prohibited from any use of the Content of the Site that would constitute a violation of any applicable law, regulation, rule or ordinance of any national, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the Site, including but not limited to unauthorized entry into ConstantCash’s systems, misuse of passwords, or misuse of any information posted on the Site is strictly prohibited. ConstantCash makes no claims concerning whether the Content may be downloaded or is appropriate for use outside of the United States. If you access this Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Your eligibility for particular products or services is subject to final determination by ConstantCash.

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Disclaimer of Warranties

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE”, WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OF YOUR USE OF THE CONTENT. ConstantCash DOES NOT WARRANT THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

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Limitation of Liability

IN NO EVENT WILL ConstantCash BE LIABLE FOR ANY DAMAGES INCLUDING GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES, LOSSES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR

BUSINESS INTERRUPTION) OF ANY KIND WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE ARISING OR RELATING IN ANY WAY TO THE USE OR INABILITY TO USE BY ANY PARTY OF THE CONTENT, THE SITE OR ANY THIRD-PARTY SITE TO WHICH THIS SITE IS LINKED, 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 ConstantCash, OUR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. [YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THE SITE.] IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. IF THE FOREGOING LIMITATION IS FOUND TO BE INVALID, YOU AGREE THAT ConstantCash's TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

You agree to indemnify and hold harmless ConstantCash from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by ConstantCash in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit to, post to or transmit through the Site, or (ii) your use of the Site in violation of this Agreement or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. ConstantCash reserves the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of ConstantCash.

Monitoring of the Site

ConstantCash has no obligation to monitor the Site; however, you acknowledge and agree that ConstantCash has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental request, to operate the Site, or to protect itself or other users of the Site.

Submissions

All information submitted to ConstantCash via this Site shall be deemed and remain the property of ConstantCash and ConstantCash shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information a visitor to this Site provides ConstantCash through this Site. ConstantCash shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by the ConstantCash entity having the direct customer relationship or as otherwise specifically agreed or required by law. Nothing contained herein shall be construed as limiting or reducing ConstantCash's

responsibilities and obligation to customers in accordance with the ConstantCash Privacy Policy.

Use of Personally Identifiable Information

ConstantCash's practices and policies with respect to the collection and use of personally identifiable information are governed by ConstantCash's Privacy Policy.

Availability

This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. By offering this Site and Content no distribution or solicitation is made by ConstantCash to any person to use the Site or Content in jurisdictions where the provision of the Site and/or Content is prohibited by law.

Termination

This Agreement is effective until terminated by ConstantCash. ConstantCash may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the Site at any time, with or without cause, in ConstantCash's absolute discretion and without notice. The following provisions of the Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

Waiver

Failure by ConstantCash to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

Applicable Law and Dispute Resolution

This Agreement and all other aspects of your use of the Site shall be governed by and construed in accordance with the laws of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, to the extent applicable, to the laws of the United States. You agree that you will notify ConstantCash in writing of any claim or dispute concerning or relating to the Site and the information or services provided through it, and give ConstantCash a reasonable period of time to address it BEFORE bringing any legal action, either individually, as a class member or representative, or as a private attorney general, against ConstantCash.

Other Agreements

This Agreement shall be subject to any other agreements you have entered into with ConstantCash.

Additional Terms

Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

General Provisions

This Agreement supersedes any previous Terms of Use Agreement to which you and ConstantCash may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.