

## **Terms of Use**

*Last updated: August 15, 2024.*

*Please check back for updates and changes.*

If you have any questions regarding these Terms of Use, the website, or the Service, please contact us at [info@yelofunding.com](mailto:info@yelofunding.com).

### **1. Scope of Use**

Please read the following General Terms of Use (“Terms”) carefully. By accessing this website ([www.yelofunding.com](http://www.yelofunding.com)) (the “Site”), you agree to be bound by these Terms. Access to and use of this Site is subject to these Terms and all applicable laws and regulations. These Terms are subject to change at any time, and your use of this Site constitutes agreement to all such changes. YOU MAY NOT USE THE SITE IF YOU DO NOT AGREE TO THESE TERMS.

YELO Funding, Inc., and its affiliates (“YELO”) provides this Site to you, the user of the Site (“you” or “your”), for your informational, noncommercial use, and subject to the following Terms. For the purpose of the following Terms, references to “we”, “us” and “our” include YELO and its affiliates, subsidiaries, agents, representatives, successors and assigns. Using the Site to evaluate whether to enter into a business relationship with us will not constitute a commercial use for the purposes hereof. It is a violation of these Terms for you to use the Site in violation of any applicable laws and regulations or in violation of the rules of any of our service providers. Certain other programs or services provided by us through linked websites or other channels may have additional terms and conditions regarding your use of those services, and nothing in these Terms is intended to modify such terms and conditions. Subject your compliance with these Terms and all applicable international, federal, state, and local laws, rules, and regulations, we grant you a limited, revocable, nonexclusive, non-sublicenseable, non-transferable, license to use the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use.

### **2. Restrictions on Use**

You will not use the Site for any use other than the business purpose for which it was intended. You will not, and will not permit any third party to, take any of the following actions with respect to the Site or the server hosting the Site nor will you use our Site to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Site in any manner that: (i) uploads or transmits any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, commercial or otherwise; (ii) decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Site or server hosting the Site; (iii) manipulates or otherwise displays the Site by using framing, mirroring or similar navigational technology or directly links to any portion of the Site other than the main homepage (i.e. deep-linking) located at [www.yelofunding.com](http://www.yelofunding.com); (iv) uses any robot, spider, scraper or other automatic or manual means to access the Site or copies any content or information on the Site; (v) removes, obscures, or alters any proprietary notices (including any

notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors; (vi) modifies, adapts, improves, enhances or makes any derivative work from the Site; (vii) disables, overburdens, impairs or otherwise interferes with or interrupts the Site or any hardware, software, system or network connected with the Site; (viii) probes, scans, or tests the vulnerability of or breach the authentication measures of the Site or any related networks or systems; (ix) interferes with any other party's use and enjoyment of the Site; (x) infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (xi) compiles, uses, downloads or otherwise copies the Site or any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) the Site or such information to any third party; (xii) is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (xiii) promotes or provides instructions for illegal activities; (xiv) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (xv) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware; (xvi) attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or (xvii) accesses systems, data or information that we do not intend to be made accessible to you. Use of the Site is limited to persons thirteen (13) years of age or older.

### **3. Privacy Notice**

You may view a copy of our privacy policy here <http://www.yelofunding.com/privacy-policy> ("Privacy Notice"), which explains our practices relating to the collection and use of your information through or in connection with our Site. The Privacy Notice is incorporated into these Terms and governs our use of your information and/or any information you submit or otherwise make available to us in connection with the Site.

### **4. Registration, Access & Security**

Certain content offered on this Site may require you to provide certain information. If you use any of our services or provide us any information through the Site, such as your name, social security number, previous work experience, education background, birth date, age, criminal history, citizenship status, address, zip code, phone number, contact details, email address, and/or your password (collectively, your "Account Data") for any accounts associated with you (your "Account(s)"), you agree to provide true, accurate, current, complete and up-to-date information. We reserve the right to take any action that we deem necessary to ensure the security of the Site and your Account, including without limitation changing your password, terminating your Account, or requesting additional information to authorize transactions on your Account. You are solely responsible for keeping your Account Data and any security questions and responses associated with your Account confidential. You are solely liable for any claims, damages, losses, costs, or other liabilities resulting from or caused by any failure to keep your Account Data and the security questions and responses confidential, whether such failure occurs with or without your knowledge or consent. If you suspect that your password has been compromised in any way,

change your password immediately. You will immediately notify us of any suspected or actual unauthorized access to or use of your Account Data or any other breach of your Account security.

## **5. No Legal, Financial or Professional Advice Given**

Your individual circumstances and needs may vary from those of others. As such, nothing on this Site should be deemed financial or professional advice by YELO to you in any way. If you choose to enter into an agreement with YELO for a product or service, you should not rely on the information provided by this Site. You should make your decision based on your review of the application, disclosures, services descriptions, the terms, conditions, exclusions and limitations of the specific products, and the advice provided to you by your agent and/or other advisors before making your decision.

## **6. No Warranties**

THE SITE AND ALL MATERIALS ON THE SITE ARE PROVIDED TO YOU ON AN “AS-IS,” “AS-AVAILABLE” BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE SITE OR ANY SERVICES, PRODUCTS, INFORMATION, OPINIONS, AND MATERIALS AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION YOU OBTAIN FROM THE SITE BEFORE RELYING ON IT. USE OF THE SITE IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE OR THE MATERIALS PROVIDED THROUGH THE SITE WILL BE UNINTERRUPTED, COMPLETELY SECURE, VIRUS-FREE, OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12 BELOW, YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

## **7. Trademarks**

All trademarks, service marks and logos that are used or displayed on this Site are owned by us or our licensors. You must obtain our written permission prior to using any trademark or service mark of ours. Unauthorized use of any trademarks, service marks or logos used on the Site may be a violation of state, national and international trademark laws. Additionally, our custom icons, graphics, logos and scripting on the Site may be covered by trademark, trade dress, copyright or other proprietary right law, and may not be copied, modified or used, in whole or in part, without our prior written permission. Only with notices of YELO’s proprietary rights provided you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

## **8. Copyright Information**

Pursuant to Section 512(c)(2) of the Copyright Act, YELO designates the following agent to receive notifications of claimed copyright or intellectual property infringement:

Dan Rubin  
1325 Avenue of the Americas, 28<sup>th</sup> Floor, New York, NY 10019  
(646) 770-1080  
[info@yelofunding.com](mailto:info@yelofunding.com).

## **9. Reviews, Comments and Other Content**

If you post or submit any reviews, comments, photos, statements, ideas, questions or other content, or any names or user names associated with any of the foregoing, to the Site or to us (collectively, the “Content”), you acknowledge and agree that all such Content will comply with these Terms (including, without limitation, Section 2 above) and you may not use any fake e-mail address or impersonate any other person or entity or otherwise mislead as to the origin of the Content. Unless we indicate otherwise, you grant us an irrevocable, perpetual, fully paid up, royalty-free, enterprise wide, worldwide license to copy, modify, sell, create derivative works from, or otherwise use the Content on any media and in any form for our business purposes. You represent and warrant that all Content that you submit or post complies with any applicable guidelines or rules of the United States Federal Trade Commission, including but not limited to FTC 16 CFR Part 255, regarding truth-in advertising and disclosure requirements. You represent and warrant that all Content you submit to the Site or us is accurate, truthful and non-deceptive and that all Content has evidence to substantiate the claims made.

## **10. Violation of Rules and Regulations; Disclosure of Information**

We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in the Site, including, without limitation, these Terms, including the right to block access from a particular Internet address to the Site. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Notice, we reserve the right at all times to: (i) disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request; or (ii) edit, refuse to post or to remove any information or materials, in whole or in part, as applicable, in our sole discretion.

## **11. Indemnity**

You agree to indemnify, defend, and hold us and our subsidiaries, affiliates, officers, agents, employees, contractors, partners and licensors harmless from and against any and all suits, actions, losses, claims, proceedings, demands, expenses, damages, settlements, judgments, injuries, liabilities, obligations, risks, and costs, including, without limitation, reasonable attorneys’ fees and litigation expenses, due to, relating to, or arising out of your use of the Site. This indemnification will survive any termination of these Terms.

## **12. Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY MATERIALS, SERVICES AND/OR PRODUCTS WE HAVE PROVIDED TO YOU ON OR THROUGH THE SITE, WHETHER OR NOT YOU HAVE PURCHASED OR PROVIDED ANY CONSIDERATION FOR SUCH, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO: (A) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SITES; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (C) ANY DAMAGE TO YOUR OR ANY OTHER USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY; (D) RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH USE OF THE SITE; OR (E) WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE, OR RELATED INFORMATION OR PROGRAMS, THAT ARISE IN CONNECTION WITH: (1) MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM YOU; (2) INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SITE; OR (3) VIRUSES.

OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE USE OF THE SITE, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN FIFTY UNITED STATES DOLLARS (\$50.00). YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE VIEWED OR USED THE SITE WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THESE TERMS. BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to you to the extent prohibited by law. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

### **13. Third Party Services Sites**

We may engage certain affiliates, subcontractors, or other third parties to provide all or part of the Site to you, including payment processing services, and you hereby acknowledge and agree that such third-party involvement is acceptable. These third-party services may have their own associated terms of services and license agreements that you will agree to when you use these third-party services. You agree that any interaction with these third parties will be governed by the terms of service between you and each individual third party and that the YELO shall not be held liable for any issues that may arise in connection with your use of these third-party services, regardless of any real or potential involvement of YELO in the provisioning of those services.

Some links in the Site may navigate you away from the Site or redirect you to other websites, including websites operated by third parties. The linked third-party websites are not under our control, and the content available on the linked third-party websites does not necessarily reflect our opinion or imply our recommendation or endorsement of the linked third-party website or the opinions expressed therein. We are not responsible for the privacy practices of any other websites. Please be aware that those websites may collect personally identifiable information (“PII”) from or about you as well as non-PII about your visit. You should review the terms of use and privacy policies that are posted on any website that you visit, before using any linked websites.

We are providing these links to other websites as a convenience to you, and access to any other websites linked to the Site is at your own risk. We are under no obligation to maintain any link on the Site and we may remove a link at any time in our sole discretion for any reason whatsoever. YELO disclaims liability for any information, materials, products, or services available at any of the third party sites linked to this Site.

### **14. No Fiduciary Relationship**

Except to the extent set forth in a separate agreement between you and us, there is no fiduciary relationship between you and us. These Terms do not create any relationship of principal and agent, partnership, joint venture, or employer and employee, between you and us. You may not enter into any contract on our behalf or bind us in any way.

### **15. Right to Monitor**

We reserve the right to actively monitor the use of the Site and use any information gathered during such monitoring for any permissible purpose under the Privacy Notice. Additionally, we may, at any time as we deem appropriate, remove any materials from the Site that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purpose for the Site.

## **16. Electronic Communications**

When you visit the Site or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail at the address we have on file for you (if any), sending you messages through the mobile application we provide, or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

Additionally, by submitting an online application, you agree that we may send you certain messages via automated phone calls and SMS messages, including telemarketing messages. If you choose to update your contact information with us, including cellular telephone numbers, we may use it for to communicate with you. We will not charge you for a communication, but your service provider may. In addition, you understand and agree we and any of our affiliates, agents, service providers or assignees may always communicate with you in any manner permissible by law that does not require your prior consent. For more information, please see our TCPA Consent at <https://www.yelofunding.com/tcpa-consent>.

## **17. Notices**

All notices required or permitted under these Terms to us will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery, provided that we may provide written notice to you through electronic communications as described in the paragraph immediately above. The notice address for YELO Funding, Inc. is 1325 Avenue of the Americas, 28<sup>th</sup> Floor, New York, NY 10019. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail, and (ii) in the case of overnight courier or hand delivery, upon delivery. We may change our notice address by giving written notice to you by the means specified in this Section.

## **18. Use Outside of the United States; Choice of Law; and Venue**

The Site is operated by us from our offices within the United States of America. We make no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the contents of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so, on their own initiative and are responsible for compliance with applicable local laws. By using the Site, regardless of where you live or are located in the world, you consent to these Terms and any claims relating to the information, services or products made available through the Site will be governed by the laws of the State of New York, without regard to conflicts of laws provisions to the contrary. The parties hereby opt out of the Uniform Computer Information Transaction Act to the fullest extent permitted by law. You agree that venue for all actions, relating in any manner to these Terms, will be in a federal or state court of competent jurisdiction located in New York County, New York.

## **19. Time Limit on Claims Against Us**

You agree that any claim you may have arising out of or related to your use of the Site or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

## **20. Severability and Waiver**

If any provision of these Terms will be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

## **21. Assignment**

We may assign these Terms or any part of them without restriction or condition. You may not assign or otherwise transfer these Terms or your rights under these Terms without our prior written consent and any assignment in violation of this prohibition will be null and void.

## **22. Our Remedies**

You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.