

ELEVATED FINANCIAL TERMS OF SERVICE

Last Modified: January 18, 2023

1. Your Acceptance

Welcome to the ELEVATED FINANCIAL Terms of Service. This is an agreement (“Agreement”) between ELEVATED FINANCIAL the owner and operator of the website <https://www.elevated-financial.com> and the software, mobile application, components, and any associated services offered (collectively the “Platform”) and you (“you”, “your”, or “User”) a user of the Platform. If you are subscriber (“Subscriber”) to the Platform, you will be subject to additional terms within this Agreement.

PLEASE BE AWARE THAT THERE ARE CLASS ACTION, ARBITRATION, AND PAGA PROVISIONS CONTAINED IN THIS AGREEMENT.

Throughout this Agreement, the words “ELEVATED FINANCIAL,” “us,” “we,” and “our,” refer to our company, ELEVATED FINANCIAL , as is appropriate in the context of the use of the words.

By clicking “I agree”, subscribing to the Platform, or accessing or using the Platform you agree to be bound by this Agreement and the Privacy Policy. We may amend our Agreement or the Privacy Policy and may notify you when we do so. If you do not agree with any changes please cease using our Platform immediately.

2. Platform and Registration

Users may access the Platform as permitted by us. Where required, Users must register on the Platform before accessing portions of the Platform. During registration, your information will be collected and disclosed in accordance with our Privacy Policy. You are required to provide truthful, up-to-date, and accurate information when registering for our Platform and you must be over the age of 18 to register and create an account. We reserve the right to verify all user credentials and to reject any users. You are entirely responsible for maintaining the confidentiality of password and account and for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Private Lender Link will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge.

3. Platform Ownership

In accordance with this Agreement, we may provide you access to the Platform after registration and payment as applicable. The Platform is sold as a subscription and licensed and your subscription does not entitle you to any ownership of the Platform, you merely receive a non-exclusive, limited, non-assignable, and fully revocable right to access the Platform at our discretion. You acknowledge that the structure, organization, and code of the Platform, any hosted services, and all related software components are

proprietary to us and licensors and that Elevated Financial and/or its licensors retains exclusive ownership of the Platform, any documentation, information and any and all other intellectual property rights relating to the Platform, including all modifications, copies, enhancements, derivatives, and other software and materials developed hereunder by us. You shall not sell, copy, reproduce, transfer, publish, disclose, display or otherwise make available the Platform or any portions of the Platform including any modifications, enhancements, derivatives, and other software and materials developed hereunder by us to others in violation of this Agreement. You shall not remove any proprietary, copyright, trademark, or service mark legend from any portion of any of the Platform, including any modifications, enhancements, derivatives, and other software and materials developed by us. All rights not expressly granted in this Agreement are reserved for us. You may only access the Platform as permitted by us and please be aware that we are not responsible for any User Content (defined below) encountered on the Platform, whether posted by you or any other person.

4. Privacy Policy

We value your privacy and understand your privacy concerns. Our Privacy Policy is incorporated into this Agreement, and it governs your submission of information to our Platform. Please review our Privacy Policy so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Platform you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. User Content

A User's ability to submit or transmit any information through the Platform, including but not limited to user information, data, application information, written content, images, statements, or any other information will be referred to as "User Content" throughout this Agreement. Private Lender Link is not required to host, store, display, migrate, or distribute any of your User Content and we may refuse to accept or transmit any User Content at our discretion. You agree that you are solely responsible for any User Content submitted and you release us from any liability associated with any User Content submitted. Any User Content found to be in violation of this Agreement or that we determine to be harmful to the Platform may be modified, edited, or removed at our discretion.

When submitting any User Content to our Platform you represent and warrant that you own all rights to the User Content, you have paid any fees to use or license the User Content, or you otherwise have the permission and right to use any User Content. Furthermore, you represent and warrant that all User Content is legal and the User Content does not interfere with any third party rights or obligations.

When you submit any User Content to us, you grant elevated financial, its partners, affiliates, Users, representatives and assigns a non-exclusive, unlimited, fully-paid, royalty-free, irrevocable, world-wide, universal, transferable, assignable license to display, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative

works, or use and reuse all or part of your User Content for the purposes of providing you any services associated with the Platform. Please be aware that User Content may be shared with other users of the Platform or third parties as applicable. Private Lender Link has no liability to you for any User Content including all data, information, copy, images, URL names, and anything else submitted by you or any third parties using the Platform. Specifically, Elevated Financial shall not be liable for any errors related to any User Content. We reserve the right to remove, delete, modify, screen, edit, or refuse any User Content for any reason or no reason, and with or without notice to you.

6. Additional Guidelines for User Content

Please be aware that all User Content may be viewed by third parties, thus we cannot guarantee the confidentiality of any User Content. When submitting any User Content you agree to the following:

- You agree that User Content submitted is truthful, up-to-date, and accurate;
- You agree not to submit any User Content that contains any confidential information;
- You agree not to submit any User Content that contains hate speech or promotes or condones violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status, or sexual orientation/gender identity;
- You agree not to submit any User Content that is considered spam or politically controversial; and
- You agree not to submit any User Content that may be considered: misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing.

If you have violated any of our User Content Guidelines or if we believe that any User Content may harm the Platform, your access to the Platform may be suspended or terminated.

7. User Content Accessibility

User understands that when submitting any User Content to the Platform, such User Content may be shareable or viewable by third parties. Therefore, User agrees that it shall not share any User Content that is highly sensitive or confidential. Any User Content may be insecure and may be publicly accessible. User releases Private Lender Link from any liability related to the exposure or mis-use of any User Content submitted through the Platform.

8. Monitoring User Content

Private Lender Link shall have the right, but not the obligation, to monitor all User Content on the Platform at all times, to determine compliance with this Agreement and any guidelines established by us. Without limiting the foregoing, ELEVATED

FINANCIAL shall have the right, but not the obligation, to remove or disable access to any User Content at its sole discretion.

9. Information Generated

Elevated Financial is not responsible for any information generated or User Content submitted via the Platform. User understands and agrees that all information generated by the Platform is dependent on the information contained in any User Content submitted by you and you are solely responsible for that information. THE USER AGREES TO HOLD ELEVATED FINANCIAL FREE FROM RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF YOUR USE OF THE PLATFORM OR RESULTS GENERATED. PRIVATE LENDER LINK WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM. Elevated Financial does not warrant any results, guarantee, endorse, or recommend any information generated and your use of such information generated is at its own risk.

10. Use of the Platform

When using our Platform, you are responsible for your use of the Platform. You agree to the following:

- You may not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform;
- You may not use automated bots or other software to send more messages through our Platform than humanly possible;
- You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or improvements to the Platform or any portion of it;
- You may not access our Platform in an attempt to build a similar or other competitive product;
- You may not use the Platform in an unlawful manner;
 - You may not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
 - You may not violate or infringe other people's intellectual property, privacy, or other contractual rights while using our Platform;
 - You may not interfere with or disrupt the Platform;
 - You agree not to use the Platform in any way that is: misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing; and
- You agree that you will not hold Elevated Financial responsible for your use of our Platform

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Platform may at our discretion be terminated or suspended. Additionally, if we believe that your actions may harm us or a third party we may suspend or terminate your use of the Platform and we may pursue any legal remedy available to us under applicable law. Generally, we will provide an explanation for any suspension or termination of your use of any of our Platform, but Elevated Financial reserves the right to suspend or terminate any account at any time at our discretion.

11. User Account Holds

From time to time, we may place a hold (“Hold”) on a User’s account. Some of the reasons that we may place a Hold on User’s account include but are not limited to the following: (1) if we have reason that User’s actions have violated this Agreement, may harm our business, are deceptive, misleading, unlawful, or have harmed a third party or interfere with a third party contractual right; (2) at the request of our payment processors or due to delayed payment; or (3) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If User has questions about a Hold we may have placed on User’s account, or need information about how to resolve the Hold, please contact us. Additionally, we may suspend User’s access to the Platform while such Hold is in place.

12. Platform Availability

Although we strive to make the Platform generally available, we do not guarantee that the Platform will always be available, work, or be accessible at any particular time. Specifically, we do not guarantee any uptime or specific availability of the Platform. You agree and acknowledge that the Platform may not always be either 100% reliable or available. Only users who are eligible to use our Platform may do so and we may refuse service or terminate your access at any time. We cannot guarantee that anything found on our Platform will work to the functionality desired by you or give you any desired results.

13. Modification of Platform

We reserve the right to alter, modify, update, or remove the Platform or any portions thereof, at any time at our discretion. We reserve the right to discontinue previously offered features or functionality at our sole discretion and without prior notice. We are not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of any portion of the Platform. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by the Platform without notice to you.

14. Idea Submission

Elevated Financial or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product

enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works (“Submissions”) in any form to Private Lender Link. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Elevated Financials products might seem similar to ideas submitted to Elevated Financial . Any Submissions, whether solicited or unsolicited, will be treated as follows: (1) Submissions and their contents will automatically become the property of Elevated Financial, without any compensation to the submitter; (2) We may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for us to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

15. Users and Lenders

Through the Platform, User may be able to connect with other users that may assist in the lending process (“Lender(s)”). Please be aware that you are solely responsible for any interactions with any other users of the Platform including any Lenders. Private Lender Link does not endorse, may not verify, and does not warrant any Lenders encountered on the Platform and has no affiliation with such Lenders. THE USER AGREES TO HOLD ELEVATED FINANCIAL FREE FROM RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF YOUR ACCESS TO OR INTERACTIONS WITH ANY LENDER INCLUDING ANY LENDER USER CONTENT. PRIVATE LENDER LINK IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OR LENDER, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY LENDER OR ANY LENDER USER CONTENT ENCOUNTERED BY USER. User and Lender are the solely responsible for resolving any disputes between the parties. Although ELEVATED FINANCIAL may display Lender User Content based on information provided by a Lender; Private Lender Link does not introduce, endorse, verify, or recommend any Lender User Content. Any opinions, advice, or information expressed by any Lender are those of the individual and the individual alone and they do not reflect the opinions of Private Lender Link. Please use caution and common sense when sharing any User Content with a Lender. Private Lender Link does not direct, is not an employer, has no control over, makes no representations, and does not guarantee the quality, safety or legality of any Lender Content or any actions by a Lender. Any agreements entered into between User and Lender are solely between the parties and Private Lender Link is not a party such agreements. User shall indemnify and hold harmless ELEVATED FINANCIAL from any claims related to any Lenders in accordance with this Agreement.

16. Third Party Content

ELEVATED FINANCIAL does not endorse or warrant any third party content including but not limited to any materials, results, information, or other data provided by a third party such as a Lender (collectively “Third Party Content”) and does not assume responsibility for any Third Party Content encountered on the Platform. If you use or access any Third Party Content you do so at your own risk. We recommend that you independently evaluate Third Party Content and you should not solely rely on the Third

Party Content displayed on the Platform to make any decisions. If you require more information regarding any Third Party Content, please contact the owner of such Third Party Content. Furthermore, Elevated Financial assumes no liability for inaccuracies or misstatements made by such third parties responsible for such Third Party Content.

17. Disclaimer

THE PLATFORM IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER WE, NOR ANY OF OUR EMPLOYEES, DIRECTORS, OFFICERS, ASSIGNS, AFFILIATES, OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: (1) THE PLATFORM OR ANY ASSOCIATED SERVICES; (2) ANY INFORMATION OR CONTENT PROVIDED VIA THE PLATFORM WHETHER BY A LENDER OR OTHERWISE; OR (3) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM THE PLATFORM. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. ELEVATED FINANCIAL DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS. ELEVATED FINANCIAL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PLATFORM IS ACCURATE, COMPLETE, OR USEFUL. PRIVATE LENDER LINK DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM ANY SUCH WARRANTIES.

18. Limitation of Liability

IN NO EVENT SHALL ELEVATED FINANCIAL, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PRIVATE LENDER LINK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (1) DEATH OR PERSONAL INJURY CAUSED BY ELEVATED FINANCIALS NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS,

EMPLOYEES OR AGENTS; (2) FRAUDULENT MISREPRESENTATION; OR (3) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE. WHERE A TOTAL DISCLAIMER OF LIABILITY IS DISALLOWED YOU AGREE THAT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID IN THE PAST SIX (6) MONTHS TO USE OUR PLATFORM OR ONE HUNDRED CANDIAN DOLLARS, WHICHEVER IS GREATER.

19. Indemnity

You agree to defend, indemnify and hold harmless ELEVATED FINANCIAL, its officers, directors, employees, affiliates, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the ELEVATED FINANCIAL Platform;
- your interactions with any third party through or outside of the Platform;
- your violation of any term of this Agreement; or
- your violation of any third party right, including without limitation any copyright, property, or contractual right.

This defense and indemnification obligation will survive this Agreement and your use of the ELEVATED FINANCIAL Platform. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

20. Copyrights

Takedown Notice

We take copyright infringement very seriously. If you believe that any copyrighted material owned by you has been infringed upon by someone using our Platform, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our Platform of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is

legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.

- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

Counter Notice

In the event that you receive a notification from Private Lender Link stating content posted by you has been subject to a DMCA takedown, you may respond by filing a counter-notice pursuant to the DMCA. Your counter-notice must contain the following:

- Your name, address, email and physical or electronic signature.
- The notification reference number (if applicable).
- Identification of the material and its location before it was removed.
- A statement under penalty of perjury that the material was removed by mistake or misidentification.
- Your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.), or your consent to the jurisdiction of a federal court in the district where your service provider is located (if you are not in the US).
- Your consent to accept service of process from the party who submitted the takedown notice.

21. Choice of Law

This Agreement shall be governed by the laws in force in the state of NV. The offer and acceptance of this contract is deemed to have occurred in NV. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement and is hereby expressly excluded.

22. Disputes

This Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) shall be subject to arbitration as set forth.

Binding Arbitration

You agree that any dispute relating in any way to your use of the Platform shall be submitted to confidential binding arbitration. If there is a dispute about whether this arbitration provision can be enforced or applies to the Dispute, you and ELEVATED FINANCIAL agree that the arbitrator will decide that issue. However, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Arbitration under this Agreement is under the Federal Arbitration Act which governs the interpretation and enforcement of this provision. The arbitration will be administered by JAMS Arbitration in accordance with their arbitration rules (the "Rules") then in effect, found at <https://www.jamsadr.com/>. Arbitration shall be conducted by one (1) arbitrator as selected pursuant to the Rules in English; the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The location of the arbitration shall be NV. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. In the event that the law does not permit the abovementioned dispute to be resolved through arbitration, you agree that any actions shall be brought solely in a court of competent jurisdiction located within NV.

23. Class Action and PAGA Waiver

You and ELEVATED FINANCIAL agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action.

24. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

25. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

26. Assignment and Survival

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion. All portions of this Agreement that would reasonably be believed to survive termination shall survive and remain in full

force upon termination, including but not limited to the Limitation of Liabilities, Disclaimer, User Content, Relationship, User and Lender, Access, Payment, Indemnification, Class Action, and Arbitration sections.

27. Entire Agreement and Notices

This Agreement along with the Privacy Policy constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Where this Agreement expressly and directly conflicts with the Privacy Policy, this Agreement shall control.

Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform.

29. Electronic Communications

The communications between you and ELEVATED FINANCIAL use electronic means, whether you visit the Platform or send Private Lender Link e-mails, or whether Private Lender Link posts notices on the Platform or communications with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from ELEVATED FINANCIAL in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that ELEVATED FINANCIAL provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

30. Platform Issues

If you have any questions, issues, or have trouble accessing or using the Platform, please contact us through the Platform or by email at info@elevated-financial.com.

31. Additional Terms for Subscribers

In order to access additional Platform functionality, Subscribers may be required to sign up for a subscription to use the Platform. Access to the Platform is sold through a subscription and no ownership rights are granted to any Subscribers. Subscribers are subject to all User terms and the additional terms as stated in Sections 31-40. Subscribers may have access to additional features offered by our Platform; however, any such features are subject to modification and availability as stated within this Agreement. We reserve the right to discontinue our subscription services at any time or to reject any current or prospective Subscribers at our discretion.

32. Subscriber Eligibility

Subscriber may be required to provide additional information to Private Lender Link in order to verify its eligibility to subscribe to the Platform. Further, Subscriber represents and warrants the following: (1) it shall at all times comply with all United States federal and state laws when using the Platform including but not limited to any finance lender laws (“Laws”); (2) it has all necessary licenses, approvals, or authorizations as required under such Laws and shall maintain all such licenses, approvals, or authorizations at all times; (3) it shall treat any User Content received from other Users in a confidential manner and shall secure such User Content in a manner that Subscriber secures its own confidential information; and (4) Subscriber is a duly formed entity and the person entering into this Agreement on behalf of Subscriber has the proper authorization to do so. Subscriber shall indemnify and hold harmless Private Lender Link for all claims arising from any interactions with any other Users (in accordance with the indemnity provisions set forth within this Agreement).

33. Independent Contractors

This Agreement shall not be construed to create any association, partnership, joint venture, employee, worker or agency relationship between Subscriber and ELEVATED FINANCIAL. The relationship of the parties is as independent contractors. Subscriber has no authority (and shall not hold himself or herself out as having authority) to bind us and Subscriber shall not make any agreements or representations on Private Lender Link’s behalf without our prior written consent.