

Starbutter Terms of Use

Last Updated 07/03/2018

These Terms of Use, together with Starbutter's [Privacy Policy](#), set forth the terms and conditions ("Terms") that apply to your access and use of all Starbutter products and services (together, the "Starbutter Services" or "Services"), that are made available through our websites including but not limited to www.Starbutter.com, as well as through certain downloadable mobile applications (together, the "Site").

The Starbutter Privacy Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites and Chatbots or received directly from you.

1a. STARBUTTER AND ITS SERVICES

"Starbutter" includes Starbutter AI Company and its officers, directors, employees, consultants, affiliates, subsidiaries and agents. The Starbutter Services may include, but are not limited to, websites, chatbots, platforms that enable users to interact with real or AI financial experts regarding their personal finances; platforms that enable users to locate and contact financial services, as well as professionals, such as third party experts, advocates, and advisors, who can provide various services; discussion forums, bulletin boards, review services, and other forums in which users may ask questions of third party advisors; and platforms that enable users to apply to pre-qualify for certain credit card or loan offers.

By using or accessing the Starbutter Services you agree to these Terms, as updated from time to time in accordance with Section 8 below. Because Starbutter provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific product or service. **These Terms state that any disputes between you and Starbutter must be resolved in arbitration or small claims court in Alameda County, California.**

To use some of the Services, you may need to provide information such as credit card or bank account numbers to third parties. For more information, see our [Privacy Policy](#).

THE DISCLOSURES AND CONSENT REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES OR CHATBOTS OR AI AGENTS.

PLEASE READ THESE TERMS OF SERVICE. BY USING OUR SERVICES, YOU AGREE TO ABIDE BY THIS AGREEMENT.

Our Services are for Information and Entertainment purposes only. The contents of Our Services are provided for informational and entertainment purposes only, and should not be construed as providing advice. While the information shared on Our Services is believed to be accurate and reliable, the owners/operators of Our Services specifically disclaim all warranties, express, implied or statutory, regarding the accuracy, timeliness, and/or completeness of the information contained herein. Because the terms of third-party offers referenced on Our Services are subject to change without notice, visitors are encouraged to independently verify the terms of any such offers prior to participating in them. Because Our Services are intended to provide general information only, you should discuss your specific needs with a qualified professional. Our Services and the content of any information, service or merchandise contained thereon (the "Content") are provided on an "as is" basis.

Our Services are designed to help you locate information that may be of interest to you and to help you locate products, services, and suppliers that may be of interest to you. We own and retain all intellectual property rights in Our Services. While we are not required to screen content accessible through links on Our Services, we reserve the right to do so and to remove any such links at any time. You acknowledge and agree that we are not responsible for any third party content and that you must evaluate any such third party content and bear all risks associated with any use of the content, including any reliance on the accuracy or completeness of the information.

STARBUTTER SERVICES MAY NOT BE AVAILABLE IN EUROPE – YOU MUST EXIT IMMEDIATELY AS A EU MEMBER UNION CONSUMER. If you are a European user, you are forbidden from using our services and chat agents and must exit them immediately if any platform serves them to you. You may contact us at support@starbutter.com and we will communicate with our platform partner to confirm our chat agents are not being served in Europe. We believe GDPR and the IP regime in Europe are hostile to innovation, consumer internet, and AI companies and have hence ceded these markets.

International Use. Neither we nor our affiliates make any representation that Our Services or Content is appropriate or available for use in locations outside the United States. Those who choose to access Our Services from other locations are responsible for compliance with any applicable local laws and any applicable laws regarding the transmission of technical data exported from the United States of the country in which you reside.

Starbutter is not a lender, creditor, or mortgage or insurance broker. Starbutter does not make loans or credit decisions in connection with loans. While Starbutter may rank and provide information about banks, lenders, insurance carriers, and creditors, does not endorse or recommend the products of any particular Lender. You must evaluate them for yourself looking at the facts and appropriate state and federal disclosures. Starbutter is not an agent of either you or any Lender. Starbutter's services are only administrative. You should rely on your own judgment in deciding which available loan product, terms or Lender best suits your needs and financial means. The

Lender is solely responsible for its services to you, and you agree that Starbutter shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services. You understand that Lenders may keep your loan request information and any other information provided by Starbutter or received by them in the processing of your loan request, whether or not you are qualified for a loan with them or if you make a loan with them. You agree to notify any particular Lender directly if you no longer want to receive communications from them.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Our Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Registration and Account Security. To use the Services you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services in compliance with any and all applicable laws and regulations.

Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password (“Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Starbutter for any purpose.

You Are Responsible For Your Account. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at support@Starbutter.com.

Specific Requirements for Certain Services. Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the Starbutter Services.

Loan Prequalified Offers. Loan Prequalified Offers is a platform that allows users to submit a request to be matched with one of Starbutter’s Loan Provider Partners to pre-qualify for certain loan offers, and requires registration of a user account. In order to offer you a loan, the Loan Provider Partners need your consent to use and accept electronic signatures, records, and certain disclosures (“Starbutter Prequalified Loan

Offers Terms of Use”). Your use of Loan Prequalified Offers is subject to the terms and may require a credit pull authorization.

Financial Account Access. Financial Account Access is a platform that allows you to track all of your third-party financial accounts on Starbutter’s website. By using the Financial Account Access service you grant Starbutter and its third party service provider, Yodlee, Inc., permission to access your third party financial accounts designated by you and you agree to Terms for the service, see the next section.

1b. STARBUTTER FINANCIAL ACCOUNT TERMS OF USE

These Financial Account Access Terms of Use, together with Starbutter’s Privacy Policy, set forth the terms and conditions (“Terms”) that apply to your use of Starbutter’s financial account tracking service (the “Service”). The Service gives you the ability to track all of your financial accounts in one place. By using the Service you grant Starbutter and its third party service provider, Yodlee, Inc. (the “Service Provider”) permission to access your third party financial accounts designated by you, as explained further below, and you agree to these Terms, as updated from time to time.

Provide Accurate Information. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service. The penalty for violating this will include \$100,000 per violation, the termination of your account, and any other applicable fines. Starbutter will use the full power of the Digital Millennium Copyright Act to pursue you if you violate our proprietary rights.

Content You Provide and Is Derived by Use of the Service. You are licensing to Starbutter and its service providers (“Service Provider”) any information, data, passwords, materials or other content (collectively, “Content”) you provide through or to the Service. Starbutter and Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. Starbutter and Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Service. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Starbutter and Service Provider may use the Content for the purposes set out above. As between Starbutter and Service Provider, Starbutter owns your confidential account information.

Authorization to Access Third Party Accounts. By using the Service, you authorize Starbutter and Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Starbutter and Service Provider a limited power of attorney, and you hereby appoint Starbutter and Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to do the following: access third party internet sites, servers or documents, solely to retrieve read-only information; and to use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN STARBUTTER OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, STARBUTTER AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STARBUTTER AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

STARBUTTER AND SERVICE PROVIDER MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM STARBUTTER OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER STARBUTTER OR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF STARBUTTER OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

Indemnification. You agree to protect and fully compensate Starbutter and Service Provider and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that Service Provider is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

2. THIRD PARTY SERVICES AND WEBSITE

Advice from Third Parties. Some of the Services involve advice from third parties and third party content. You agree that any such advice and content is provided for information, education, and entertainment purposes only, and does not constitute legal, financial, tax planning, medical, or other advice from Starbutter. You agree that Starbutter is not liable for any advice provided by third parties. You agree that you are responsible for your own financial research and financial decisions, and that Starbutter

is not responsible or liable for any decisions or actions you take or authorize third parties to take on your behalf based on information you receive as a user of Starbutter.

Sharing Information With Third Parties. To use some of the Services, you may need to provide information such as credit card numbers, bank account numbers, and other sensitive financial information, to third parties. By using the Services, you agree that Starbutter may collect, store, and transfer such information on your behalf, and at your sole request. More information is available in our Privacy Policy. You agree that your decision to make available any sensitive or confidential information is your sole responsibility and at your sole risk. Starbutter has no control and makes no representations as to the use or disclosure of information provided to third parties. You agree that these third party services are not under Starbutter's control, and that Starbutter is not responsible for any third party's use of your information.

Starbutter Does Not Endorse Third Parties. The Services may contain links to third party websites and services. Starbutter provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that Starbutter has not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

The Starbutter Services may contain links to Websites and Chatbots maintained by third parties. Such links are provided for your convenience and reference only. Starbutter does not operate or control in any respect any information, software, products or services available on such websites. Starbutter's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. When you leave the Websites and Chatbots please note that Starbutter is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

3. MORTGAGE LOAN REQUEST SERVICES

Starbutter offers mortgage loan request services via Mortgage Helper and our partner LendingTree Inc. Please refer to LendingTree's Terms of Use, which you agree to abide by also.

Starbutter is an informational and AI service. Mortgage Helper is purely an informational, housing counsel service that connects to LendingTree's Online Loan Marketplace. LendingTree enables consumers to comparison shop for mortgage loan products, and is required to be licensed as a Mortgage Broker.

Starbutter and LendingTree DO NOT take formal mortgage applications (commonly referred to as Form 1003) since they do not ever ask consumers to provide any information relating to their income or debt.

Starbutter DOES NOT make loans or credit decisions in connection with loans, nor does Starbutter issue commitments or lock-in agreements. Starbutter's services are only administrative. Any loan inquiry you submit is NOT an application for credit. Rather, it is an inquiry to be matched with LendingTree's Lenders to receive condition loan offers from Lenders. You will have to complete a formal application with the Lender you choose before they will extend an unconditional offer. A Lender you select may require you to pay an application or other fee to cover the costs of an appraisal, credit report or other items. The Lender, not Starbutter, will determine the amount of any such fee and should provide information to you regarding the refundability of any such fee. Starbutter does not endorse or recommend the products of any particular Lender. Except as otherwise provided for your state (please see the Licenses section of the Websites), Starbutter is not acting as your agent or as the agent of any Lender. You should rely on your own judgment in deciding which available loan product, terms and Lender best suits your needs and financial situation. The Lender is solely responsible for its services to you, and you agree that Starbutter shall not be liable for any damages or costs arising out of or in any way connected with your use of its Services. You understand that Lenders may keep your loan request information and any other information provided by Starbutter, LLC or received by them in the processing of your loan request, whether or not you are qualified for a loan with them or if you make a loan with them. You agree to notify any particular Lender directly if you no longer want to receive communications from them. In addition, the information you provide Starbutter is required to be housed and securely maintained for State Licensing Record Retention requirements and cannot be removed, purged, or destroyed until the expiration of the individual state prescribed period. Lenders may also from time-to-time be required to share your completed Loan information with Starbutter in order to adhere to State Licensing Record Retention requirement, and for internal marketing and analytics, you are providing express written consent for the retention of the same upon completion of an inquiry form for Starbutter and the selected Lender to share this information for this purpose.

The Websites and Chatbots and the Services provided by Starbutter are available in connection with mortgage loans made on real property located in the fifty states and the District of Columbia unless otherwise specified. Loans may only be made to residents of, or secured by real property located in, states where Lenders are licensed or authorized to make such loans. Lenders are not attempting to make loans outside of their authorized states or country by participating in and offering their products on the Websites. Starbutter Lenders expressly reserve the right to discontinue, suspend or terminate the offering of any loan product in any specific state through the Websites and Chatbots at any time, without prior notice.

The data and other information you may provide Starbutter is not, and is not treated as, an application for a loan or a request to be pre-approved, pre-qualified

or any similar concept. Starbutter does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any Lender; loan approval standards are established and maintained solely by individual Lenders. Likewise, Starbutter does not guarantee that the loan terms or rates offered and made available by Lenders are the best terms or lowest rates available in the market.

LendingTree's Network of Lenders is vast, but does not represent all potential Lenders in your area. You are free to select one or up to six (6) Lenders to speak with to shop and compare your mortgage product, but you may also choose none and compare additional local Lenders who may in fact have better and/or lower products, rates, and terms. A Lender's offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Lenders may be higher or lower depending on your complete credit profile, collateral/property considerations including but not limited to location, equity and value and income/asset consideration including, but not limited to loan to value and debt to income ratios. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. Lenders may not offer all products as well as not offer products in all states.

You might not be matched with the Lender making any specific offer. LendingTree will continue to attempt to match you for up to twenty-four hours for online matches, and may contact you via telephone at the number you provided to attempt to help you obtain a match. If you are called, you will be given a choice of up to three (3) Lenders from which you will have to select on your own. The Call Center Representative cannot and will not select a Lender for you and all Lenders listed will be continually shuffled (round-robin) based on state, time of day, caps, volume requested etc. in order to attempt to provide you with the most opportunities to obtain a match and shop and compare your loan product via multiple Lenders.

LendingTree will perform a soft pull of credit regardless if you provide your SSN or not. In order to help the government fight identity theft, the funding of terrorism and money laundering activities, and to help attempt to verify your identity, Starbutter and its Lenders may obtain, verify and record information that identifies each person who opens an account with us and them. Starbutter, LendingTree, or the Lenders may ask for your name, Social Security Number, address, telephone number, date of birth and other important information including, but not limited to information received from your credit file, that will allow us and them to properly identify you. It is possible that a Lender may perform a soft inquiry on your credit at the same time for the same or similar purposes, but the soft inquiry into your credit does not impact your credit score. Not all lenders will receive your Social Security Number and, for those that do, not all will perform the soft inquiry of credit. During the Lender application process, they may also ask to see your driver's license or other identifying documentation to further properly identify you; in addition the Lender will be required to do a hard inquiry of your credit that will impact your credit score.

Starbutter and LendingTree are paid a marketing match fee by Lenders for the when we match you to them as a service. Lenders are not to directly charge you for any such marketing match generation fee. Depending on the Lender, the marketing match fee is paid by the Lender and may be included in your rate, points or loan terms. Starbutter strongly encourages and requests such fees not be passed onto you; however, it is without the authority to enforce the same. If you do in fact close a loan with a Starbutter network Lender, or any other Lender you choose, at closing you will be responsible for paying for any settlement or closing costs associated with your loan (such as loan processing, underwriting, or funding fees, title insurance premiums, notary fees, etc.).

Starbutter does not charge you a fee for its service in matching you with Lenders, as such no such fee will be reported on your final Loan Estimate (formerly GFE) or your Loan Closing Statement (formerly HUD-1) pursuant to the new TILA-RESPA Rules effective August 1, 2015.

When you complete an inquiry form online or via an AI agent, by clicking on any button indicating an acceptance, acknowledgement or agreement to terms, a continuance of processing or submission ("submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a lending product through Starbutter which will match you to up to six (6) Lenders to whom your loan request and personal information is transmitted. If you do not receive any matches, Starbutter will continue to try to find you matches for similar mortgage products for which you sought as well as alternative products, for example if you sought a home equity loan or home equity line of credit, but are also over the age of 62 then Starbutter may match you for a reverse mortgage lender for a Home Equity Conversion Mortgage. Similarly, if you indicated that you are looking to remodel a home you are purchasing, Starbutter will continue to try to assist you in finding a lender that is seeking consumers like you and offers multiple products such as a 203K, jumbo loans, etc. While Starbutter is not making a credit decision or determining products for you, rather lenders select filters from the questions you answer and believe that they may be able to assist you with your mortgage needs.

You are also indicating that you are consenting, acknowledging and agreeing to receive important notices, disclosures and other communications ("Disclosures and Communications") in electronic form (either by email or via the Internet) as provided for in the Consent for Electronic Disclosures and Communications From Starbutter and its Network Lenders. You understand that you will need, and have access to an email address, Internet access and PDF software to review the Disclosures and Communications.

In addition, you acknowledge that Starbutter, and one or more of its Lenders with whom you are matched, may access your credit file even if your Social Security Number is not provided (via a soft inquiry of credit) to perform its anti-money laundering due diligence and/or for other reasons in compliance with other federal regulations. In addition, upon clicking any button indicating acceptance,

acknowledgment or agreement to these and other terms, you have received and reviewed and, where applicable, signed the necessary required LendingTree State Specific Broker Agreement. By submitting the loan inquiry online you are in effect providing your electronic signature, you are extending an express invitation for up to six (6) Lenders you may be matched with to contact you by telephone at the numbers you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Lenders or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. In addition, you are providing express written consent that Starbutter, a Lender with whom you have been matched or an associated third party (Partner) may use an automatic dialing system or by pre-recorded message in connection with calls made to any telephone number you entered, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call.

By saving your information with Starbutter or by completing a loan inquiry you give Starbutter permission to retain all information you submitted for the prescribed State Specific Record Retention period and to make live, manually dialed, automatic dialed or pre-recorded calls, emails, direct mailing or other communication to discuss, provide or remind you of any information in relationship to your submission, including incomplete loan inquiry, the delivery of loan request matches, deadlines, quality of services or other matters in connection with your loan inquiry. For any service, you represent that all of the information you have provided in your submission and loan inquiry is true, accurate and complete to the best of your knowledge.

You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by emailing support@Starbutter.com.

When you "submit" information, create an account or otherwise register for services through Starbutter and its Companies' services (websites, chatbots, etc.), you hereby understand and agree that you have established a business relationship between you and Starbutter, which is the owner of Mortgage Helper. Accordingly, Starbutter and/or its Companies may send your information to its affiliates, Lenders/Partners as provided in the Privacy Policy. In addition, you agree that Starbutter may contact you using information you provided with information and offers of services available through Starbutter and the Websites. You hereby provide express written consent to any such communication or phone calls even if your phone number is on any Do Not Call list, federal, state or corporate. You also agree that calls may be placed live, by automatic dialing, and/or by pre-recorded message. Charges may apply to a mobile phone if that is the number you provided. Communications may also be by email, direct mail, and/or text message. If at any time you do not wish to continue to receive communications from Starbutter, LLC or its Companies' or its affiliates' communications, you may modify your preferences by clicking [here](#). In addition, you agree to notify Starbutter Customer Support by emailing support@Starbutter.com directly if you no longer want to receive

other forms of communications from us. Alternatively you may send a letter to: Starbutter Customer Support; 2150 Shattuck Ave, 3rd floor, Berkeley, CA 94704.

Traditional (Long-Form) Inquiry Service (Loan Inquiries with Social Security Number Provided)

Starbutter and LendingTree seek to provide you multiple conditional loan offers through LendingTree's network of nonaffiliated Lenders, Brokers and/Partners to enable you to comparison shop for mortgage loan products. By submitting the long-form inquiry form (which means you provided your Social Security Number), you authorize Starbutter to provide information provided by you or third parties either to Lenders on the Starbutter network, along with any additional lenders, Brokers, Partners or investors necessary to complete your loan inquiry or to provide you with additional services. You also authorize Starbutter, its Lenders, along with any additional Lenders, Brokers, Partners or investors necessary to complete your loan transaction, to request from one or multiple soft inquiries to the necessary credit bureaus/reporting agencies, your credit bureau report including any ancillary credit scores or ratings and to verify that your request is true and accurate to the best of your knowledge. Not all lenders will perform this soft inquiry, nor will all lenders be passed the Social Security Number you have submitted on the inquiry form.

By clicking "submit" (or any button indicating acceptance) you are certifying that all of the information you have provided in your loan inquiry is true, accurate and complete to the best of your knowledge. While Starbutter only performs a "soft inquiry" and other partners may perform the same soft inquiry, it will not impact your score according to Fair Isaac Corporation (the company that provides "FICO" credit scores).
<http://www.myfico.com/crediteducation/questions/inquiry-credit-score.aspx>

If you complete multiple applications you will likely have several hard inquiries on your credit report/score. However, FICO reports that, for mortgage, student loans, credit cards or auto loans, it disregards multiple inquiries prior to the completion (or closing) of the loan and it consolidates these types of credit checks as a single inquiry. FICO considers all inquiries within a 45 day period for a mortgage, auto or student loan as a single inquiry.

Lenders will require additional information prior to providing an actual offer. In these situations, the Lender(s) will contact you directly to discuss your loan request and to discuss the specific terms of your offer(s). By submitting the long-form Starbutter loan inquiry form, if that process results in you closing a loan you agree to provide information about that resulting loan to Lending Tree, including but not limited to a HUD-1 settlement statement, and you authorize LendingTree Network Lender(s), to provide

that information to Starbutter on your behalf. Certain state regulations require that Starbutter know the disposition of the inquiry, resulting loan product offered, rate, APR, Loan Amount and other pertinent loan file information in order to adhere to Licensing Record Retention requirements. NOTE: You are providing express written consent for Starbutter and the selected Lender to share this private personally identifiable information for these purposes, litigation, regulatory request(s), law enforcement requests, internal analytics and/or for marketing purposes.

LendingTree Network of Lenders. LendingTree seeks to provide you multiple conditional loan offers through its network of nonaffiliated Lenders (U.S. based banks, thrifts, mortgage brokers, mortgage bankers and finance companies). For a full list of LendingTree's Partners, please check their latest Terms of Use document.

To determine which Lenders may be matched with you, Lenders provide to Starbutter criteria about the type of loan (for example, loan amount; whether purchase, refinance, or equity loan) and the type of loan customer (for example, state of residence or self-identified credit score band) in which the Lender is interested. Starbutter will provide your information to up to six (6) Lenders whose criteria match your profile. If fewer than six Lenders match your profile, you will receive conditional loan offers from fewer than six Lenders.

You authorize Starbutter to simultaneously submit a loan inquiry to LendingTree's GetSmart® network (Lenders, Broker or Finance Companies that have chosen not to select consumers based on the consumer providing their Social Security Number) if Starbutter cannot match you with six Lenders who make you conditional loan offers. Starbutter will attempt to match you with Lenders that can make conditional loan offers first then use its GetSmart® network using the process described in the section below entitled "QuickMatch and GetSmart® Services".

QuickMatch and GetSmart® Loan Request Services (Loan Inquiries with no Social Security Number Provided)

By submitting the shorter Starbutter loan inquiry form via a quiz, you authorize Starbutter to provide your information to up to six (6) Lenders via LendingTree. The Lenders in this program will be on LendingTree's QuickMatch or GetSmart® network (QuickMatch and GetSmart® are services offered by LendingTree).

In the QuickMatch or GetSmart® process, you may be given the option to provide your Social Security Number and have conditional offers posted back to your account. The Lenders you are matched with may later require a Social Security Number to proceed with your formal loan application. Not all lenders will perform a soft inquiry of credit without your Social Security Number, but Starbutter and its Network of Lenders may perform a soft inquiry of your credit in relationship to your loan inquiry. Starbutter does so to verify your identity and to adhere to the Anti-Money Laundering Requirements established by Federal regulations.

If you elect this option, you authorize Starbutter and LendingTree to provide to Lenders information that you provided or that Starbutter has (except Starbutter will not transmit any soft inquiry credit information it obtained in either the long or short form inquiry and instead Starbutter only transmits the self-identified information you enter into the inquiry form to the Lenders) or that Starbutter may receive, to up to six (6) Lenders, along with any additional lenders, Brokers, Partners or investors necessary to complete your loan inquiry and to obtain Starbutter online loan marketplace matching Services, on the QuickMatch or GetSmart® network. You also authorize QuickMatch®, GetSmart® and their Lenders, along with any additional lenders, Brokers, Partners or investors necessary to complete your loan inquiry, to request from one or multiple credit bureaus /reporting agencies via a soft inquiry, your credit bureau report including any ancillary credit scores or ratings and to verify that your request is true and accurate. Not all lenders participate in the soft inquiry of credit, nor will all lenders be passed the Social Security Number you have submitted on the inquiry form.

By clicking "submit" (or any button indicating acceptance) you are certifying that all of the information you have provided in your loan inquiry is true, accurate and complete to the best of your knowledge. While Starbutter only performs a "soft inquiry" and other partners may perform the same soft inquiry, it will not impact your score according to Fair Isaac Corporation (the company that provides "FICO" credit scores).

<http://www.myfico.com/crediteducation/questions/inquiry-credit-score.aspx>

If you complete multiple applications you will likely have several hard inquiries on your credit report/score. However, FICO reports that, for mortgage, student loans, credit cards or auto loans, it disregards multiple inquiries prior to the completion (or closing) of the loan and it consolidates these types of credit checks as a single inquiry. FICO considers all inquiries within a 45 day period for a mortgage, auto or student loan as a single inquiry.

Lenders will require additional information prior to providing an actual offer. In these situations, the Lender(s) will contact you directly to discuss your loan request and to discuss the specific terms of your offer(s). By submitting the short form Starbutter loan inquiry form, if that process results in you closing a loan you agree to provide information about that resulting loan to Lending Tree, including but not limited to a HUD-1 settlement statement, and you authorize LendingTree Network Lender(s), to provide that information to Starbutter on your behalf. Certain state regulations require that Starbutter know the disposition of the inquiry, resulting loan product offered, rate, APR, Loan Amount and other pertinent loan file information in order to adhere to Licensing Record Retention requirements. NOTE: You are providing express written consent for Starbutter and the selected Lender to share this private personally identifiable information for these purposes, litigation, regulatory request(s), law enforcement requests, internal analytics and/or for marketing purposes.

4. PROHIBITED ITEMS

Starbutter reserves the right to terminate the account of, and/or pursue appropriate legal action, of any user found to be in violation of any of the following prohibitions:

Prohibited. You agree to not:

- Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
- Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- Interfere in any way with security-related features of the Services;
- Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without Starbutter's express written permission;
- Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
- Sell or otherwise transfer the access granted herein.

5. INTELLECTUAL PROPERTY AND USER CONTENT

The Starbutter Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to Starbutter, except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact Starbutter either through a physical letter or through e-mail:

Starbutter AI
2150 Shattuck Ave, 3rd floor
Berkeley, CA 94704
Email: support@Starbutter.com

You must provide the following information:

an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that

you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Starbutter has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of Starbutter or others.

You agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless Starbutter from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. Starbutter reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

If you violate these Terms, your permission to use the Services will automatically terminate. In addition, Starbutter in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting Customer Service at support@Starbutter.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but Starbutter may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Services.

6. MODIFICATION OF TERMS

Starbutter reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

7. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND OTHER DISCLAIMERS

IN NO EVENT WILL STARBUTTER BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT STARBUTTER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR LIMITATION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

STARBUTTER INTENDS THAT THE INFORMATION CONTAINED IN THE WEBSITES AND CHATBOTS BE ACCURATE AND RELIABLE; HOWEVER, ERRORS SOMETIMES OCCUR. THE INFORMATION IS PROVIDED AS A SERVICE TO THE GENERAL PUBLIC OVER THE AGE OF EIGHTEEN AND IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. IN ADDITION, CHANGES AND IMPROVEMENTS TO THE INFORMATION PROVIDED HEREIN AND ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, IMPLIED, EXPRESSED, OR OTHERWISE. UNDER NO CIRCUMSTANCES WILL STARBUTTER BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE WEBSITES.

THE WEBSITES AND CHATBOTS AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". STARBUTTER AND/OR ITS SUPPLIERS, LENDERS, PROVIDERS OR REAL ESTATE COMPANIES DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND CHATBOTS AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND CHATBOTS AND/OR STARBUTTER'S SERVICES IS AT YOUR OWN RISK. STARBUTTER AND/OR ITS SUPPLIERS, LENDERS, PROVIDERS OR REAL ESTATE COMPANIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITES AND CHATBOTS AND/OR STARBUTTER'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT THE WEBSITES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE,

WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO STARBUTTER RECORDS, PROGRAMS OR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF STARBUTTER AND/OR ITS SUPPLIERS, PROVIDERS OR REAL ESTATE COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. GOVERNING LAW AND ARBITRATION

Governing Law. These Terms are governed by the laws of the State of California, without regard to conflict of law principles. Subject to Section 12, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Starbutter agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within San Francisco County, California, for the purpose of litigating all such disputes. We operate the Services from our offices in California, and we make no representation that information and materials included in the Services are appropriate or available for use in other locations.

Dispute Resolution by Binding Arbitration. In the interest of resolving disputes between you and Starbutter in the most expedient and cost effective manner, you and Starbutter agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

1. Claims To Be Resolved By Binding Arbitration. You and Starbutter agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.

2. Exceptions. Notwithstanding Section 12(A), you and Starbutter agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in any competent court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.
3. Arbitrator. Any arbitration between you and Starbutter will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Starbutter.
4. Notice and Process. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Starbutter should be addressed to: Starbutter, Inc., 2150 Shattuck Ave 3rd floor, Berkeley CA 94704 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and Starbutter do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Starbutter may commence an arbitration proceeding.
5. Fees. In the event that you commence arbitration in accordance with these Terms, Starbutter will, at your request, reimburse you for your payment of the arbitration filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any request for payment of fees by Starbutter should be submitted by mail to the AAA along with your Demand for Arbitration and Starbutter will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse Starbutter for all fees associated with the arbitration paid by Starbutter on your behalf that you otherwise would be obligated to pay under the AAA's rules.
If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in Alameda County, California. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
6. No Class Actions. **You and Starbutter agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member**

in any purported class or representative proceeding. Unless both you and Starbutter agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

7. Opt-Out. If you are a new Starbutter user, you can choose to reject the arbitration agreement contained in this Section 12 ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed in Section 12(D), above. The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and the user name(s) and email address(es) associated with the Starbutter account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with Starbutter.

8. Modifications. If Starbutter makes any future change to this Agreement to Arbitrate (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change, your account with Starbutter shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.

9. Severability and Enforceability. If an arbitrator or court decides that any part of this Section 12 is invalid or unenforceable, the other parts of this Section 12 shall still apply. If the entirety of this Section 12 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 11 shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.

9. MODIFICATION OF SERVICES

Starbutter reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that Starbutter will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

10. GENERAL

Entire Agreement. These Terms, together with the Privacy Policy constitute the entire and exclusive understanding and agreement between you and Starbutter regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

Partner Terms. In some instances, Starbutter's third party partners require that Starbutter users agree to be bound by some additional terms of use that are specific to particular products or services ("Partner Terms"). In the event of any conflict between the Partner Terms and Starbutter's Terms of Use, Starbutter's Terms of Use govern and control.

Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

11. COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES

All contents of the Websites and Chatbots are: Copyright © 2016-2018 Starbutter AI Company, Berkeley, CA, U.S.A. All rights reserved. Starbutter is a registered trademark of Starbutter, LLC. Other product and company names mentioned herein, including the names of Lenders, may be the trademarks of their respective owners.

Nothing on the Websites and Chatbots should be construed as granting, by implication, estoppel or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Websites, without the prior written permission of the Starbutter or the applicable Mark holder specific for each such use. The Marks may not be used to disparage Starbutter, the Lenders, the applicable third party or the products or services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks. Use of any Mark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Starbutter in writing.

The Websites and Chatbots contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Websites and Chatbots are

copyrighted as a collective work under the United States copyright laws. Starbutter owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Starbutter and the copyright owner. Elements of the Websites and Chatbots are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

12. ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY

Starbutter, its LendingTree partner and other Lender partners, Providers and real estate companies may choose to electronically deliver all information related to its services and your requests. Starbutter, Lenders, Providers and real estate companies' electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law, which may include any Federal Truth-in-Lending disclosures, State disclosures, other terms, conditions and documents, and the privacy policies of Starbutter, Lenders, Providers and real estate companies. You agree to receive all current and future notices, disclosures, communications and information, and to do business electronically with Starbutter, Lenders, Providers and real estate companies. This means that Starbutter, Lenders, Providers and real estate companies may communicate with you by sending a message to the email address you provided or at another address that may be associated with you that we receive from Lenders, Providers and real estate companies or other parties. You agree that you meet the below technical requirements and are able to access and retain copies of notices and information sent or made available electronically.

Technical Requirements

To access and retain information and notices we send or make available to you electronically, you will need:

- Internet access with 128-bit encryption
- Adobe Acrobat Reader 6 or higher
- Ability to Print Internet Explorer 6 or higher
- Netscape 8.04 and above (Use in IE mode)
- Email Access or Firefox version 1.5

You have the right to receive any document in non-electronic form and to withdraw your consent to electronic delivery at any time by contacting Starbutter Customer Service at support@Starbutter.com.

13. ERRORS AND DELAYS

Starbutter is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address provided by you or other technical problems beyond our reasonable control.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.