

**BLUE COAST FINANCIAL SERVICES, INC.**  
**8731 Pioneer Blvd. #107**  
**Santa Fe Springs, California 90670**  
**Phone: (833) 229-3100**  
**California Finance Lender's License # 60DBO-74450**

**TERMS OF USE**

**BLUE COAST FINANCIAL SERVICES, INC.**, a Delaware corporation, *doing business as* GetABetterTitleLoan.com and Blue Coast Cash ("Blue Coast" or "we" or "our"), owns and operates the websites located at GetABetterTitleLoan.com and BlueCoastFinancialServices.com (the "Sites").

BLUE COAST PROVIDES AND MAINTAINS THE SITES FOR YOUR INFORMATION, CONDITIONED ON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, PROMPTLY EXIT THE SITES. BY ACCESSING AND USING THE SITES, YOU ACCEPT AND AGREE, WITHOUT LIMITATION, TO THE FOLLOWING:

**LENDING AND BROKERING SERVICES**

You understand and agree that Blue Coast is a lender and broker. Loans are made or arranged to California borrowers only pursuant to Blue Coast's California Finance Lender's License # 60DBO-74450. On some transactions, Blue Coast may act as either a broker, a lender or both.

**LOAN REQUEST ACCEPTANCE POLICY**

Your receipt of an electronic or other form of order confirmation does not signify any acceptance of your loan request, nor does it constitute confirmation of any offer to fund. Blue Coast reserves the right at any time after receipt of your loan request to accept or decline your loan request for any lawful reason. Blue Coast may require additional verifications or information before accepting any loan request. Blue Coast is not responsible for requests that cannot be funded or unsuccessful funding requests arising from an individual's ineligibility to qualify for the funding opportunity.

**RESTRICTIONS**

You must be 18 years or older and be a legal resident of California to submit a loan request. You agree not to use the Sites, or any content contained in it for any illegal or inappropriate activities.

## **CREDIT CHECK - FCRA COMPLIANCE**

By submitting your information to Blue Coast, you are providing your express written consent under the Fair Credit Reporting Act for Blue Coast and our selected lenders, (“lenders”) to obtain your consumer credit profile or other information from contracted Credit Bureau's associated with your loan inquiry. While the "soft pull" that Blue Coast may initiate will not affect your credit score, please note that credit inquiries by selected lenders, will likely impact your credit score.

## **FINANCIAL INFORMATION VERIFICATION**

Requesting a loan through Blue Coast will require you to submit to Blue Coast information about, including without limitation, your personal income, expenses, assets, liabilities, and collateral. (“Financial Information”) This information will be passed on to our selected lenders in order to provide you with the proper loan. Some lenders may require you to verify your Financial Information before they offer you a loan. By submitting your Financial Information to Blue Coast, you promise that it is completely accurate information. Verification includes without limitation, copies of pay stubs, other wage/income/salary document, bank statements, proof of expenses, and collateral title documents. You further agree that such a proof of Financial Information may be a necessary step in receiving a loan.

## **E-CONSENT**

By using the services available through the Sites, you consent to receive electronically all disclosures, notices or other records that we, and the lenders, are required by law to disclose to you in writing regarding your loan request or the making or brokering of your loan (e.g., written disclosures required under the California Financing Law, Truth in Lending Act, Gramm-Leach-Bliley Act, California Financial Information Privacy Act, Federal Credit Reporting Act, Rosenthal Fair Debt Collection Practices Act, and the Equal Credit Opportunity Act) (the “Disclosures”). Each time you submit a loan request through Blue Coast, you consent to the receipt of electronic Disclosures with respect to that specific loan request and the resulting loan, if any. Your consent does not apply to any future transactions between us, and the lenders. The lenders may ask you to agree to an additional electronic consent agreement (or similar agreement). You are responsible for reading and understanding the terms of these additional consent agreements. See also enclosed **CONSENT FOR ELECTRONIC SIGNATURES, RECORDS, AND DISCLOSURES ("E-CONSENT")**

## **CUSTOMER COMMUNICATIONS**

Because we operate on the Internet, whether you choose to participate on our platform as a borrower, or in any other manner, it is necessary for you to consent to transact business with us online and electronically. The decision to do business with us and the lenders electronically is yours. This document informs you of your rights concerning Disclosures.

By accepting these Terms of Use, you expressly consent to be contacted by us, the lenders we work with, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that one of our representatives calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our representatives, or the lenders, or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

We offer you the chance to enroll to receive SMS/text messages from Blue Coast, such as account-related news and alerts and/or offers for products and services. By enrolling in Blue Coast's SMS/text messaging service, you agree to receive text messages from Blue Coast to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using an automatic telephone dialing system and that standard message and data rates apply. Consent to receive SMS/text messages is not required as a condition of purchase.

To unsubscribe from text messages at any time, text STOP to (833) 229-3100 or reply STOP to any text message you receive from Blue Coast. You consent that following such a request to unsubscribe, you may receive one final text message from Blue Coast confirming your request. For help, text HELP to (833) 229-3100 or contact us at [servicing@bluecoastfinancialservices.com](mailto:servicing@bluecoastfinancialservices.com).

**TELEMARKETING CALLS:** If you have provided consent for telemarketing calls, you agree that (i) we, our representatives, the lenders, and anyone calling on our behalf may call, email or SMS messages (including text messages) you at the numbers and addresses you have provided for purposes of describing goods and services that may be of interest to you, offered by us, and/or the lenders; (ii) agree these calls, text and email messages may be made using an automatic dialing or email system technology and/or involve prerecorded and/or artificial voice messaging. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to telemarketing

calls may be revoked by informing the telemarketing representative, or any other method, which ensures we receive the revocation.

Your consent to telemarketing calls is not a condition of obtaining your loan.

You also understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry.

**Opt-Out:** You can revoke your consent by contacting us via email at [servicing@bluecoastfinancialservices.com](mailto:servicing@bluecoastfinancialservices.com) or by calling Member Support at (833) 229-3100. You may also reach us in writing to us at the following address:

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**CALL RECORDING AND MONITORING:** You consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with us (or our representatives, and lenders or anyone calling on our behalf) or that we (or our representatives, the lenders or anyone calling on our behalf) place to you.

#### **COMPLIANCE WITH LAWS**

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and your purchase of products or services through the Sites' of lenders. Blue Coast may, in its sole discretion, report actual or perceived violations of law to law enforcement or appropriate authorities. If Blue Coast becomes aware, through a complaint or otherwise, of any potential or suspected violation of these Terms of Use or of its privacy policy ("Privacy Policy"), Blue Coast may (but is not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation, Blue Coast may suspend services to any customer being investigated and/or remove any material from Blue Coast's servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of the Terms of Use or the Privacy Policy could be subject to criminal or civil penalties.

#### **INTELLECTUAL PROPERTY**

The copyrights, trademarks, titles, characters, trade names, graphics, designs and other properties, including all software, text and images appearing on this Sites are protected intellectual properties owned by Blue Coast, its licensees, or other third parties who have authorized use of such properties on the Sites.

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**TRADEMARK NOTICE**

GetABetterTitleLoan.com and Blue Coast Financial Services are the logos, trademarks, and service marks of Blue Coast. All other trademarks, service marks and logos used in the Sites are the trademarks, service marks or logos of their respective owners.

**WARRANTY DISCLAIMER**

**THE SITES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THEM OR ANY SITE-RELATED SERVICE, ARE PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES, SITE-RELATED SERVICES, AND HYPERLINKED WEBSITES.**

**BLUE COAST, ITS AFFILIATES AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITES, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITES, AND/OR ANY HYPERLINKED WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITES, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITES AND/OR THOSE SERVICES.**

**Although Blue Coast attempts to ensure the integrity and accurateness of the Sites, it makes no guarantees whatsoever as to the correctness or accuracy of the Sites. It is possible that the Sites could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Sites by third parties. In the event that an inaccuracy arises, please inform Blue Coast so that it can be corrected. Information contained on the Sites may be changed or updated without notice.**

### **THIRD PARTY CONTENT**

The Sites may contain links to websites maintained by third parties. Blue Coast is not responsible for the content or privacy policies of those websites, and the existence of such links should not be considered an endorsement or recommendation of those websites or of any product or service offered on those websites or of any party that is associated with those websites.

Blue Coast makes no representations whatsoever about any other Website that you may access through the Sites. When you access a non-Blue Coast Website, please understand that it is independent from Blue Coast, and that Blue Coast has no control over the content on that Website. In addition, a hyperlink to a non-Blue Coast Website does not mean that Blue Coast endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

### **PRIVACY**

Blue Coast's Privacy Policy, which is incorporated herein by reference, is applicable to any data supplied through the Sites in accordance with the Privacy Policy. The Privacy Policy sets out your rights and Blue Coast's responsibilities with regard to your personal information. Blue Coast will not use your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy. You agree that Blue Coast, in its sole discretion, may modify the Privacy Policy, and you further agree that, by using the Sites, after such modifications become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you will terminate the use of the Sites.

### **SECURITY**

Blue Coast utilizes secure technology to protect your personal information. Although Blue Coast has taken reasonable measures to provide for the security of certain information that you submit to the Sites, Blue Coast cannot guarantee that this information will not be intercepted or decrypted by others. Blue Coast accepts no responsibility for such interception or decryption.

### **LAW AND VENUE**

By your use of the Sites, you consent to the laws and jurisdiction of the State of California as it relates directly or indirectly to your use of the Sites. These Terms of Use and other agreements contained herein are executed in and intended to be performed in the State of California, and the laws of that state shall govern its interpretation and effect, including any laws that direct the application of another jurisdiction's laws. Any dispute that arises under or relates to this These Terms of Use and other agreements contained (whether contract, tort, or both) shall be resolved in the courts located in Los Angeles County, California. Neither your use of the Sites nor

anything herein shall be construed or deemed a waiver, impliedly or otherwise, of sovereign immunity.

**MODIFICATION**

Blue Coast reserves the right to modify these Terms of Use from time to time. Your use of the Sites after such a modification will constitute your acceptance of, and your agreement to, any new or amended terms and conditions.

**INDEMNIFICATION**

By using the Sites, you agree to indemnify and hold Blue Coast, its subsidiaries, affiliates, officers, directors, shareholders, agents, employees, and partners, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use or attempted use of the Sited, including providing a link to another website or uploading any content to the Sites.

**VIOLATION OF THE TERMS OF USE**

By using the Sites, you understand and agree that Blue Coast, at its sole discretion and without prior notice, may terminate your access to the Sites and to any services offered on the Sites, and may remove any content you have provided if Blue Coast believes that such content violates or is inconsistent with these Terms of Use or the Privacy Policy or their intent, that your conduct is disruptive, or you have violated the law or the rights of Blue Coast or another user.

**MISCELLANEOUS**

All rights not expressly granted are reserved to Blue Coast. The headings used in these Terms of Use are intended for convenience only and shall not affect the construction and interpretation hereof or thereof. A party's failure to insist upon or enforce strict performance of any provision of the Terms of Use shall not be construed as a waiver of such or any future provision or right. If any provision of these Terms of Use is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of these Terms of Use, which shall remain in full force and effect. These Terms of Use and the Privacy Policy constitute the entire agreement and understanding between the parties with respect to the subject matter contained herein and therein and supersedes and replaces any and all prior written or oral agreements related to the subject matter hereof.

**CONTACT INFORMATION:**

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Blue Coast understands the importance of protecting consumers' personal information and the proper use of their personal information. It is Our policy to not send unsolicited e-mails to consumers and we hope the following information will eliminate any concerns that Your company may have regarding Our practices of consumers' personal information.

Blue Coast and its affiliated sites use only an opt-in or opt-out method of obtaining customer information. All personal information from consumers is obtained voluntarily from the consumer. We obtain personal information from third parties that follow the same set of policies.

All e-mail communications sent by us to consumers include information about the origin of the e-mail and include easily identifiable instructions on how consumers can unsubscribe from receiving future e-mail messages from us. Below is an example of e-mail communications sent by us to subscribers.

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This e-mail is not sent unsolicited. This is a Blue Coast emailing. Offers are sent to subscribers ONLY.

To be removed from Our list, click here.

View Our Privacy Policy. ISPs view Our policies.

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In some instances, Blue Coast will enter into a Privacy Policy with a third-party website to allow consumers to opt-in to our marketing program on those third-party websites. When this occurs, we make certain that the third-party websites represent and warrant to us that the consumer data was collected voluntarily by consumer registration and/or co-registrations. We also require that the third-party websites have a right under any applicable privacy policy to transfer the consumer data to us, and that Blue Coast has the right to send marketing offers to the consumer.

We hope this information satisfies any questions or concerns you may have as an ISP regarding our e-mail practices. If you have additional questions or wish to discuss the matter further, please contact us at [servicing@bluecoastfinancialservices.com](mailto:servicing@bluecoastfinancialservices.com).

## **FINANCIAL PRIVACY POLICIES**

The federal Privacy Policy and State of California Privacy Policy are incorporated herein by reference:

1. Privacy Policy notice pursuant to FEDERAL LAW (GRAMM-LEACH-BLILEY ACT).
2. Privacy notice pursuant to CALIFORNIA LAW (CALIFORNIA FINANCIAL INFORMATION PRIVACY ACT)