



TERMS OF SERVICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

1. Terms of Service for All Information and Services on the Site

These terms and conditions ("Terms of Service") govern your use of this Site. By accessing, viewing, or using any material or content on this Site, you agree that you understand and intend these Terms of Service to be the legal equivalent of a signed, written legal contract between you and Peoples Credit Inc. (PCI), and equally binding, and that you accept such Terms of Service and agree to be legally bound by them **WITHOUT LIMITATION OR QUALIFICATION**.

If you do not agree with each of the Terms of Service specified herein, you are not granted permission to use the Site and must exit this Site immediately.

"Site" means and includes any and all websites maintained by PCI, which includes Peoples Credit Inc. and all of its subsidiaries and affiliates.

The terms "we," "us," or "our" mean and include any and all PCI entities. The term "you" refers to you as an individual person and, in the case of a corporation or other business entity, that business entity and you as a person authorized by the business entity to enter into and bind the business entity to these Terms of Service.

We reserve the right, at our sole discretion, to update or revise these Terms of Service. You agree to accept notice of any changes and you agree to any changes to these Terms of Service by the posting of a modified Terms of Service on this Site. Please check these Terms of Service regularly for changes or modifications.

You may contact us using the contact information located in the last section of this Terms of Service, entitled "Contact and Notification Information."

2. We Do Not Have Responsibility for Links to Content Provided by Others

LINKS TO OTHER INTERNET WEBSITES PROVIDED BY THIRD PARTIES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT IN ANY LINKED WEBSITE IS NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR IT.

This Site may, from time to time, contain links to other sites such as banner advertisements or hyperlinks which we do not own or control, but which we provide for your convenience. If you visit a link to another website, you do so at your own risk subject to the conditions of use set by that website. We reserve the right to terminate a link to another website at any time. The fact that we provide a link to a website does not necessarily mean we endorse, authorize or sponsor that site, or that we are affiliated with the site's owners or sponsors.

You may not link to this Site without our written permission. If you wish to link to this Site, please contact us using the Contact and Notification Information at the end of this Terms of Service.

3. Electronic Consent/Electronic Signature

By clicking on any button indicating an acceptance or agreement to these Terms of Service or your continued use of this Site, you are consenting, acknowledging and agreeing to the stated terms of service and the terms and conditions of any submissions made to us by or through this Site.



If you apply to us for credit or you request account services or information from us by or through this Site, you will be given the option of also consenting, acknowledging and agreeing to receive important notices, disclosures and other communications in electronic form (either by email or via the Internet) and signing electronically as provided for in the eConsent Agreement which is part of the application or enrollment process.

4. Our Proprietary Rights and Your Restricted Use

This Site's content, including but not limited to all music, images, icons, text, software, logos, expressions and ideas, is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, this Site's content is protected by patent and trademark laws, the laws of privacy and publicity, and various communication regulations and statutes. You are not authorized to post on or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, immoral or profane material, or any other content that could give rise to any civil or criminal liability under the law.

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5. We Do Not Allow You to Use Service Marks Referenced in This Site

The trademarks, service marks, tradenames and logos ("Marks") used and displayed on this Site are our registered and unregistered Marks owned by PCI. Certain trademarks, service marks and names ("TP Marks") used on this Site are the property of third parties. Other than as specified in the preceding section, and notwithstanding any other information on this Site, you are not allowed to use any Mark or TP Mark, by implication, estoppel, or otherwise, and you are not granted any license or right to use any Mark or TP Mark without our written permission. No Mark may be used in any way, including in hyperlinks, advertising or publicity pertaining to distribution of materials on this Site, without our prior written permission.

6. Our Liability Is Limited

Although we try to provide accurate and timely information on this Site, there may be inadvertent, technical or factual inaccuracies and typographical errors. Furthermore, there are certain aspects of web usage, e-mail, your computer and your link to the Internet which we cannot control. We therefore make no representation that the operation of this Site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors or loss. For these reasons we cannot warrant the accuracy, completeness or timeliness of the information, text, graphics, links or other items on this Site or the privacy of responses to you via e-mail.

Customers and potential customers are invited to contact us or our agents by non-Internet means for important personal transactions. However, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS SITE, OR FROM YOUR USE OF, OR INABILITY TO USE, THIS SITE BY ANY PERSON; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; OR DISCLOSURE OF INFORMATION DURING REPLY TO YOU BY E-MAIL OR OTHER ELECTRONIC MEANS; EVEN IF PCI OR REPRESENTATIVES THEREOF ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdiction, our liability is limited to the greatest extent permitted by law.



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WE DO NOT WARRANT NOR REPRESENT THAT YOUR USE OF MATERIALS DISPLAYED ON THIS SITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

We reserve the right to make changes to any content or to the Terms of Service of this Site at any time and without notice.

7. Information, Products and Services Offered are Subject to Our Acceptance

Information on this Site is not intended for distribution to, or use by, any persons or entities in any jurisdictions or countries where such distribution or use are not authorized or licensed, or where any content of or transaction on this Site is unlawful. Users of this Site do so on their own initiative and are responsible for compliance with local laws. None of the products or services referenced on this Site shall constitute an offer to contract or an offer of credit.

This Site may provide general information about PCI and the products and services offered by PCI or its affiliates. Information on the Site does not constitute an offer to sell or a solicitation of any particular product or service. Some products and services may not be available in all states, and the products and services are generally not available for purchase outside the United States. Your eligibility for particular products and services is subject to final determination, restrictions and acceptance by us or the affiliate that issues the product or service.

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8. You Authorize Us to Collect and Use Information About You

You hereby authorize PCI to collect aggregate information which is not personally identifiable to you about your use of this Site. You also authorize us to use information which is personally identifiable to you (or others) that you send us to provide any service you request.

The PCI Privacy Policy, hereby incorporated by reference into this Agreement explain the policy applicable to the information that is collected through the Site, received directly from you or transmitted to or from third parties.



9. No Client, Fiduciary or Professional Relationship is Established by Providing Information On This Site

We make every reasonable effort to provide you with sound information at our Site. We also invite you to make personal contact with us via non-Internet means. However, limitations of the Internet do not allow us to establish a client, fiduciary or professional relationship with you through this Site. Accordingly, we require that:

YOU AGREE THAT NO CLIENT, ADVISORY, FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED, IMPLIED OR ESTABLISHED BETWEEN YOU AND PCI AND THAT YOU AGREE AND UNDERSTAND THAT NO PERSON OR ENTITY IS, IN CONNECTION WITH THIS SITE, ENGAGED IN RENDERING AUDITING, ACCOUNTING, INVESTMENT, SECURITIES, TAX, LEGAL ADVICE OR CONSULTING OPINIONS AND THAT YOU WILL CONSULT APPROPRIATE LICENSED PROFESSIONALS FOR OPINIONS AND ADVICE RELATING TO THE SPECIFIC FACTS, LAWS AND ROLES WHICH MAY APPLY IN YOUR SPECIFIC CASE.

We invite you to contact us via non-Internet means regarding critical information using the contact information in Section 22 of these Terms of Service.

10. Arbitration and Disputes in Illinois

You hereby agree that all disputes and causes of action arising out of use of this Site may be arbitrated (at the sole discretion of PCI) by a single arbitrator selected by PCI and conducted in Plano, Kendall County, Illinois, or such other location, as PCI may choose in its sole discretion, under the rules of the American Arbitration Association ("AAA") and the Illinois Rules of Civil Procedure with limited discovery. The judgment of the arbitrator shall be binding and executable in any civil court. PCI will pay to AAA arbitration fees in excess of the first \$500 U.S. dollars for you once you have paid \$500 to AAA, but in no case more than a total of \$3,000 arising out of any single, group or class cause of action. The losing party shall pay all costs and fees. Equitable actions for temporary restraining orders or injunctions may be instituted in the Circuit Court of Kendall County, Illinois concerning the use, misuse or improper dissemination of information.

You agree to submit to personal jurisdiction in Plano, Kendall County, Illinois, and that the venue of any lawsuit, dispute or cause of action of any kind or in any forum, whether arising in tort, contract, or otherwise, including but not limited to actions arising out of any use, inability to use or viewing of this Site, or the terms or subject matter of this Terms of Service shall be in Plano, Kendall County, Illinois, or such other venue as may be determined by PCI in its sole discretion, and that the law to be applied shall be the law of Illinois, without regard to conflict of law principles.

11. Failure to Exercise Rights Does Not Constitute Waiver

No failure, omission or delay on the part of PCI in exercising any right under this Agreement will preclude any other further exercise of that right or other right under this Agreement.

12. You Agree to Changes and Amendments by Posting on this Site

PCI reserves the right to change these Terms of Service or any Site content at any time without notice and in our sole discretion, by (1) posting a change notice or a new Terms Of Service on our Site, or (2) using commercially reasonable efforts to notify you via email, if provided. Any change to these Terms of Service shall be effective as to you or any user who uses this Site without notice, by posting of the Terms of Service as changed on this Site, with or without notice of any specific changes. You agree that you will comply with these Terms of Service as they may be modified from time to time by PCI by checking for modifications on this Site, whether or not you have received notice of any changes by e-mail or otherwise. If any modifications of this Terms of Service are unacceptable to you,



your only recourse is to terminate use of this Site immediately. Your continued use of this Site following your receipt of notice of any modifications will constitute binding acceptance of any modification. Any inconsistent terms between these Terms of Service and any subsequent modifications or Terms of Service posted on this Site shall be controlled according to the latest posting.

13. No Use of Site By Minors

No person under the age of 18 may use this Site. We do not knowingly solicit business by minors or children and request that any person under the age of 18 have their parent or responsible adult contact us. If you are under age 18 please leave this Site immediately. You agree to report all information you have about any person under 18 who uses this Site to us immediately using the Contact and Notification Information below.

14. Confidentiality of Internet Not Guaranteed

Although we try to protect information you send us, we cannot guarantee that information sent over the Internet is completely confidential. There are certain aspects of Internet usage, your computer and your links to the Internet we cannot control. Therefore, transmission of information to us on the Internet must be undertaken at your own risk.

15. Communications to You by Us

We will respond to your inquiries and questions via e-mail if you provide us with an e-mail address. However, be advised that information sent by e-mail may not be completely confidential not only because of certain aspects of electronic transfer, but also because others may have access to the computer or e-mail address to which the e-mail response is sent. Unless you specifically state in capital letters within your inquiry as follows: "DO NOT RESPOND TO THIS INQUIRY BY E-MAIL", you hereby consent to response to your inquiries and questions via e-mail in view of the risks inherent in using e-mail.

16. Competitors May Not Use This Site

You agree that you are not a competitor of PCI in the insurance and financial services industry. Competitors and their employees, agents, and contractors may not use this Site for any purpose. Employees of competitors may use this Site for their personal use so long as information is not disclosed to a competitor business, used for a commercial purpose or used for any purpose of competing with PCI.

17. Entire Agreement

These Terms of Service comprise the entire agreement between you and PCI. There are no agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter of these Terms of Service or in consideration hereof that are not merged herein or superseded hereby. These Terms of Service shall not be modified, terminated, or discharged except by written instrument signed by authorized representatives of the parties hereto.

18. Termination Of Service

We reserve the right in our sole discretion to terminate, restrict, or suspend this Site, service, access or information for you at any time for any reason without prior notice or liability.



19. Information From Third Party Providers

Certain material that may be provided on this Site, particularly stock market information and live information feeds, is provided is independently obtained, prepared and provided by third parties ("Information") which are not affiliated with PCI and PCI is not responsible for these third parties. This Information is provided free of charge for your general understanding and should not be relied upon for specific investment decisions and transactions. PCI has not reviewed the Information and is not responsible for the accuracy, completeness, reliability or correct sequencing of the Information. The Information does not in any way represent the opinion of PCI.

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20. Submissions

All ideas, expressions and inventions (excluding any nonpublic personal information) submitted to PCI via this Site shall be deemed and remain the property of PCI and PCI shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor or customer provides to PCI through this Site. PCI shall not be subject to any obligations of confidentiality regarding ideas, expressions and inventions (excluding any nonpublic personal information) except as agreed in writing executed by all parties.

21. Contact and Notification Information

You may contact us using the following information **1-630-552-7974** or Peoples Credit Inc., 505 Route 34, P.O. Box 241, Plano, IL 60545

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We may change these Terms of Service at any time and update them on this Site and/or other means as required.