

Privacy Policy Statement

We at Advance American Funding (AAF) recognize and respect your privacy. This Privacy Statement explains how we collect, use and disclose personally identifying information (“Personal Information”) gathered through our website only. It does not address our relations with sales representatives or clients or the confidentiality that we accord to Personal Information collected in connection with those business engagements. We also collect business information from visitors to our site, but only if they submit an online application for funding through our site or are registered clients or sales representatives. That business information (including any individual contact information associated with that business) is not subject to this Privacy Statement. For more information on those issues, please contact us at the address provided at the end of this Statement.

We reserve the right to change this Privacy Statement from time to time. Your use of our site and submission of Personal Information online constitutes acceptance and understanding of this Statement as in effect at the time of your submission.

What Information We Collect and What We Do With It

We do not collect Personal Information from visitors to our site unless you voluntarily decide to transmit it to us through one of the provided e-mail addresses. Visitors are invited to make inquiries about our company and the services we provide, or to inquire about job opportunities. We will use the information you provide us in those communications to respond to your inquiry and to provide you with information relating to our company or services that we believe you may find of interest.

We may also provide this information to our affiliated companies to allow our affiliated companies to provide you with information relating to products or services we believe you may find of interest. We do not sell or disclose your Personal Information to any non-affiliated third parties, except to contractors or service providers who may provide services or perform functions on our behalf – for example, an information technology service provider or human resources consultant. Those contractors and service providers are permitted to use your Personal Information only for the purpose for which it has been provided and may not disclose it to any other third party except at our express direction and consistently with this Privacy Statement.

What Is a Cookie and What Does It Do?

A cookie is a text file that our web site transfers to your computer’s hard drive for record-keeping purposes and to enhance the quality of your visit to our site. Our cookies assign a random, unique number to each visitor’s computer. They do not contain information that would personally identify the visitor, although we can associate a cookie with any identifying information that is provided us while visiting our site. We use cookies that remain on your computer for a specified period of time or until they are deleted. Our

cookie records clickstream information (data reporting the URLs, or names of the pages, on our site that have been visited). Most browsers allow users to refuse cookies, but doing so may impede the functionality of some portions of our site. We also use cookies in our restricted client and sales representative limited-access portions of our site.

You may contact us with any questions or concerns about this Privacy Statement at info@advanceamericanfunding.com.

Terms Of Use

These Terms of Use ("Terms") govern the use of the Advance American Funding. ("we," "us", "AAF" or "Advance"), website ("Site"). ANYONE ACCESSING THE SITE AGREES TO ABIDE BY THESE TERMS. We may modify these Terms at any time, and such modification shall be effective immediately upon posting on the Site. Your continued access or use of the Site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Terms.

1. **License.** The contents of our Site, including its "look and feel" (e.g., text, graphics, images, logos, and button icons), editorial content, notices, software (including HTML or XML-based computer programs) and other material, are protected under both United States and foreign copyright, trademark, and other laws. These contents belong or are licensed to AAF. We hereby grant you the right to view and use our Site subject to these Terms. You may download or print a copy of information provided in the Site for internal use or distribution only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us.

2. **Your Responsibility.** You assume all responsibility for your use of, or access to, this Site, including your access to any AAF literature obtained from the Site, and waive all claims or causes of action against AAF, its officers, directors, employees, agents and affiliates in connection therewith.

3. **Disclaimer. THIS SITE AND THE INFORMATION IT CONTAINS IS MADE AVAILABLE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO GUARANTEE THAT THE INFORMATION ON THIS SITE IS UP-TO-DATE, ACCURATE, OR COMPLETE, AND YOU SHOULD NOT RELY ON IT FOR ANY DECISION OR TO TAKE ANY ACTION. WE HEREBY DISCLAIM ANY WARRANTY THAT THE INFORMATION ON THIS SITE WILL BE FREE OF INTERRUPTION, OR THAT THE SITE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES.** Changes are periodically made to the information herein; these changes will be incorporated in new editions of the Site.

4. **Additional Products and Services Disclaimer.** AAF makes available certain

descriptions of its products and services on the Site. AAF does not represent or warrant that any particular product or service will conform to those descriptions. Each product or service is governed specifically and exclusively by the instrument entered into by the parties for that product or service and not by any information posted on the Site. This paragraph 4 is in addition to and not instead of the disclaimers set forth in paragraph 3 above.

5. Indemnity. You agree to indemnify, defend and hold harmless AAF, its officers, directors, employees, agents and affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any violation of these Terms or any activity related to use of the Site (including but not limited to infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing the Site on your behalf.

6. Restricted Access Portions Of The Site. You agree to take reasonable measures to ensure that no unauthorized person or entity shall have access to restricted areas of the Site using your user name or password. You agree that, if you are provided rights to access or use restricted areas of the Site, those rights are non-transferable. You may not assign, sublicense, transfer, pledge, lease, rent, or share the user name and password to any one other than an employee or agent authorized to act on your behalf, and subject to all of the provisions set forth in these Terms. You assume all responsibility for loss or misuse of your password and are responsible for any activities undertaken by a person in possession of your user name or password for any reason other than solely due to the negligence of AAF.

7. Privacy. When you visit the restricted access Merchant or Sales Representative login sections of our Site, your browser automatically sends us an IP (Internet Protocol) address and certain other information (including the type of browser you use). These restricted access sections are the only sections of our Site that use or deposit persistent tracking "cookies." In addition, we may use any information you provide internally for any business purpose, including to send you subsequent communications. We may sell or transfer your business information to a third party for any reason, without your permission. Privacy of personal information provided through our Site, and general information on cookies and what they are, are addressed in our Website Privacy Policy.

8. Employment Opportunities. We welcome expressions of interest in employment with AAF. AAF does not discriminate in hiring or employment on the basis of race, color, religion, disability, national origin, age, sex, or any other characteristic protected by applicable federal, state or local law. You understand that the invitation to submit your resume or expression of interest in a job posted on the Site is not intended to, and does not, create a contract between you and AAF for employment or for any other benefit. You understand that any communication sent by you to AAF inquiring about employment shall not be considered an application for employment and creates no obligation on the part of AAF to respond. Should AAF be interested in exploring employment opportunities with you, we will contact you in response to your inquiry.

9. Links To Our Site. We welcome links to our Site from other web sites; however, we in no way operate, control or endorse such sites, and we reserve the right to disallow any such link at any time in our sole discretion. Should you wish to link to our Site, please contact info@advanceamericanfunding.com. This Site also contains links to other sites. AAF is not responsible for the privacy policies or terms of use of any such sites.

10. Contacting Us. If you have any questions or concerns about these Terms, please contact us at info@advanceamericanfunding.com.

To inquire about linking to our Site or about trademark or copyright matters, please contact us at info@advanceamericanfunding.com.