

## **SELLERSFUNDING CORP.**

### **POLICY RELATING TO:**

- **ACCOUNT REGISTRATION**
- **PRE-QUALIFYING AN ACCOUNT FOR OFFERS**
- **CREDIT CHECKS AND APPLYING FOR FINANCING TERM LOANS OR REVENUE ADVANCE SERVICES OR PRODUCTS; AND**
- **FAIR CREDIT REPORTING ACT RIGHTS FOR INDIVIDUAL GUARANTORS**

**Effective Date: October 28, 2018**

### **Overview**

#### ***Three Activities that You can Choose:***

- *“Registering Account.”* You have the option of registering your account with us on our Site or through our web app, at which point you may choose to link your Amazon.com account to provide us an ongoing stream of data.
- *“Pre-Qualifying an Account for Offers.”* Once you have a registered account, you are confirming that you are agreeing to receive offers of financing through a credit facility or Revenue Advance by “Pre-Qualifying” with SellersFunding, which permits us to review publically available data about you to make you offers for our Term Loan or Revenue Advance services or products.
- *“Applying for Credit or Revenue Advance.”* At any time, you may also apply for a credit facility or Revenue Advance through our Site or through our web app, subject to you completing an application for such services or products and providing us additional information and our performing a “hard” credit check on you, your principals and any guarantors, as well as ultimately, SellersFunding’s sole discretion to accept or deny a Term Loan or Revenue Advance to you following such steps

#### ***A Fourth Activity (which we may implement during 2018-2019):***

- *“Enhanced Dynamic Ongoing Pre-Qualification.”* We may offer a feature for you to monitor and check your pre-qualification on an ongoing basis. If this feature is implemented by us, once you have provided us with information in connection with applying for Credit or a Revenue Advance or for pre-qualification or pre-approval purposes so that we may periodically offer Credit or Revenue Advances to you, we may continue to pre-qualify you, but from this moment forward, from time to time, you are agreeing that we may conduct credit checks and obtain your credit information from a credit reporting agency to do so.

***Key Summary Points:***

1. *Linking to Amazon.com can only be Disabled thru Amazon.com.* When you open an account you are providing us with a link to your Amazon.com account, which may not be disabled except through Amazon.com. You cannot disable our access to your Amazon.com account on this Site. For an FAQ on how to disable this link through Amazon.com, please see <https://developer.amazonservices.com/gp/mws/faq.html>.
2. *We pull Data Continuously on an Ongoing Basis from your Amazon.com Account.* We (and our affiliates, service providers and other third parties) may frequently, regularly and continuously pull data and use (subject to our [Privacy Policy](#)) from your Amazon.com account so long as your account is registered with us.
3. *We May Access Credit Reporting Agency Data in Determining Credit Financing and Accounts Receivable Sales; Guarantors May have Rights under the Fair Credit Reporting Act.* When you choose to apply for a Term Loan or a Revenue Advance, we will access credit reports for your company as well as for any individual guarantors. Individual guarantors to commercial financing transactions may have certain rights described below under the Fair Credit Reporting Act and other applicable law.
4. *Opting-Out of Offers if Pre-Qualified.* If you choose to apply to pre-qualify for offers of a Term Loan or a Revenue Advance or otherwise consent to receiving such offers from us or our affiliates,

you may opt out at any time from receiving such offers by sending an email to [contact@sellersfunding.com](mailto:contact@sellersfunding.com) on our Site, or calling this toll-free number: (800) 243-3817 .

5. *Impact of Credit Checks on Your Credit Rating and Guarantor's Credit Ratings.* In connection with applications for a Term Loan or a Revenue Advance, we will usually conduct a "hard" credit check with a credit rating agency on you, your principals and any guarantors, which may affect your, your principals' and your Guarantors' (if any) credit ratings. If we approve any transaction with you, your behavior and timing with respect to meeting your financial obligations to us on a timely basis, may also be reported to a credit rating agencies, which will also have a positive or negative impact on your credit ratings.

6. *"Soft Credit" Checks for Offers following Application for Term Loan or Revenue Advance.* In making any such application, you may also be asked to opt-in and consent to us also regularly making "soft" credit checks which do not affect your credit rating but will permit us to make offers to you from time to time for our Term Loan or Revenue Advance products and services.

- **ACCOUNT REGISTRATION**

- A. **For Registered Accounts: Accessing Your Amazon.com Data on an Ongoing Basis**

**When creating an account on our Site you may choose to provide SellersFunding Corp. and its Affiliates with a link to your Amazon.com account. By doing so, you are supplying data to SellersFunding on an Ongoing Basis and may only stop feeding data to SellersFunding by accessing your own Amazon Account and revoking it.**

When you register an account with our Site, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our [Privacy Policy](#) as part of providing our products and services (collectively, such information is your "**Account Profile**"). By registering, you also specifically consent to let us request and receive your consumer

report data and other data about you from third parties to include in your Account Profile as follows:

**I understand that I am authorizing you access to data from my Amazon.com account on an ongoing basis for so long as I have a registered SellersFunding account to use as described in the [Terms of Use](#) and [Privacy Policy](#). I understand that, and consenting to, SellersFunding may be downloading data automatically and frequently on an hourly, daily, weekly, month and periodic basis. Subject to the [Privacy Policy](#), I understand and agree that SellersFunding may use such data for its own internal purposes, to use with SellersFunding's affiliates for other commercial purposes and to aggregate with other data or analytics to track and update data through dashboards available to me and my authorized users accessing my account. I understand that my instructions let SellersFunding Corp. and affiliated companies obtain such information at any time for as long as I have a registered SellersFunding account to use as described in the [Terms of Use](#) and [Privacy Policy](#).**

**In any circumstance where I have affirmatively opted-in and consented to either apply for a Term Loan or Revenue Advance, or in circumstances where I have already applied for Term Loan or Revenue Advance, and have further opted-in and consented to receiving offers of Term Loan or Revenue Advance services and products from you, I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for SellersFunding Corp. or its affiliated companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to credit reporting agencies, Experian, TransUnion and Equifax. I understand that my instructions let SellersFunding Corp. and affiliated companies obtain such information at any time for as long as I have a registered SellersFunding account to use as described in the [Terms of Use](#) and [Privacy Policy](#). I understand that (a) in applying for a Term Loan or a Revenue Advance, or (b) if I have been approved for and am receiving the benefit of a Term Loan or Revenue**

**Advance service or product, that my behavior and timing with respect to meeting my financial obligations to SellersFunding on a timely basis, may also be reported to a credit rating agencies, which will also have a positive or negative impact on my credit ratings that could be material in affecting future applications for credit and existing credit facilities in place for my business.**

As described in our Privacy Policy [<https://sellersfunding.com/privacy-policy/>](https://sellersfunding.com/privacy-policy/), we may use your Amazon.com profile and data, credit report, credit score, and other information we obtain (on an ongoing basis so long as your account is open), including the credit report, credit score and other information about any principals or guarantors, if any, to analyze, sort, and present certain information or features to you, including making any offer to provide any financing or Revenue Advance to you, if any. Any analysis or estimate that we may provide as part of our products and services are for illustrative and informational purposes only. Our analysis and estimates are based on certain assumptions and use only the data we have. Our analysis and estimates are neither endorsed by, nor commissioned by, any of our partners. The methodology we use to determine which offers, analysis, or other information is presented or highlighted is proprietary and we may elect to consider, ignore, emphasize, or de-emphasize certain factors in our sole and absolute discretion.

**B. Accessing Your Amazon.com Seller Data and Other Data You Provide via Dashboards and the Visinger Score Dashboard**

*Visinger Score Dashboard and Amazon.com Data Dashboard.* By creating and registering an account with us, you are also agreeing to allow us to incorporate your Amazon.com data (including any other data relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to) into a dashboard application which is intended to provide you a user-interface for quickly summarizing and viewing your Amazon.com data in an aggregated manner, as it is updated from time to time by our link from our Site to your Amazon.com sellers' account.

- We do not represent or warrant that any dashboard or data or analytics or other content set forth in any dashboard will be up-to-date, timely or error-free.
- The data, content and analytics displayed in any dashboard may change at any time and should not be relied upon --- you specifically agree and acknowledge that you will be solely responsible for checking and double-checking that any data or analytics on our dashboards is backed-up by the original primary source of the data (Amazon.com or any other data relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to).
- We reserve the right at any time without notice to remove content or data from any dashboard, remove, suspend, limit user or subscriber access to, or terminate any dashboards, to make any changes as to the types of data, types of analytics, sources of data or other information, formatting, user interface or method and timing of distribution, that may be presented in any of our dashboards, from time to time.
- You acknowledge and agree that any information provided by us in our dashboards may not be in real-time and may be subject to glitches and other technical problems relating to our connection to the Amazon.com seller account access that you have provided or our own internal algorithms and filtering of data generated from such link.
- SellersFunding disclaims any responsibility for providing you these dashboards or any aggregation of data for your convenience, which we are providing “as is” without any representation or warranty, express or implied.
- We make no representation or warranty as to accuracy, completeness or timeliness of any data or any time stamps or other indications of timing displayed to you with respect to any data provided to you and we have no duty to update you.

- You acknowledge and agree as to the inherent unreliability of any data provided by us through any dashboard, and agree you will not rely on our dashboards for making any material or other decisions, actions or omissions, and agree that you will consult with your financial, tax, legal and business advisors prior to making any decision and examining the underlying original source of any data being feed through our Site or any app created by us from your Amazon.com sellers account (or account relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to).
- Subject to the limitations imposed by applicable law, if any, you agree not to hold us liable for any mistakes, inaccuracies, omissions or any acts or omissions by us, in any data or data analytics displayed by us to you in providing you access to any dashboards, and acknowledge and agree that we will have no liability for any breaches of any cyber-security, hacking, virus or other security issues with respect to any personally identifiable information or other data or analytics that is distributed to any third parties, including your creditors or third parties, by your agreement to allow us to provide you dashboards aggregating any of data provided by you or your Amazon.com seller account (or account relating to any other online sales platform or marketing channel that we are asking you (and you agreeing) to provide us access to).
- You acknowledge and agree that you will only permit authorized persons to have access to your dashboard information, physical access to displays of such information, and that the maintenance of your SellersFunding account security and passwords and other permissions is solely your responsibility and liability, not the responsibility or liability of SellersFunding.

- **PRE-QUALIFYING AN ACCOUNT FOR OFFERS**

**C. For Pre-Qualification: Pre-Qualification is Not Approval of a Loan or Revenue Advance to You**

By providing us information and opting-in and consenting to pre-qualification,.

However, in applying for pre-qualification, we reserve the right to not pre-qualify your account. We are also reserving the right to not make you any offers or upon your acceptance of any offer, to take additional steps to accept or reject your application for accepting an offer from us, subject to a request for clarification as to information currently submitted to us, request and review of additional information, or additional review of your application on the basis of current information prior to consummating any financing transaction or Revenue Advance transaction with you.

If you choose to apply to pre-qualify for offers of financing or a Revenue Advance or otherwise consent to receiving such offers from us or our affiliates, you may opt out at any time from receiving such offers by emailing: [contact@sellersfunding.com](mailto:contact@sellersfunding.com) or clicking opt-out in any of our marketing emails.

- **APPLYING FOR A TERM LOAN OR REVENUE ADVANCE**

**D. Applications for a Term Loan or a Revenue Advance and Credit Checks**

By applying for a Term Loan or a Revenue Advance, you are (a) providing us with information about your business, your principals and your proposed guarantors, if any, and representing, warranting and covenanting to us that such information is true, complete and accurate in all respects and that you will be updating us immediately with respect to any updated information to correct or update such information submitted to us, from time to time, while you are applying or using any of our Term Loan or Revenue Advance services or products, and (b) authorizing us to conduct background checks and submit information for purposes of obtaining a credit report from a credit reporting agency, namely Experian.

In connection with applications for a Term Loan or a Revenue Advance, we will usually conduct a “hard” credit check with a credit rating agency on you, your principals and any guarantors, which may

affect your, your principals' and your Guarantors' (if any) credit ratings. If we approve any transaction with you, your behavior and timing with respect to meeting your financial obligations to us on a timely basis, may also be reported to a credit rating agencies, which will also have a positive or negative impact on your credit ratings that could be material in affecting future applications for credit and existing credit facilities in place for your business.

Your application for a Term Loan or a Revenue Advance will at all times be subject to you agreeing to certain Term Loan Agreement or a Revenue Advance Agreement with SellersFunding.

SellersFunding's reserves the right to approve or reject any application for a Term Loan or a Revenue Advance, at any time, from any application, whether or not such applicant is pre-approved or responding to an offer to submit an application for a Term Loan or a Revenue Advance from SellersFunding. For a copy of the Term Loan Agreement or Revenue Advance Agreement please send a message to us at [contact@sellersfunding.com](mailto:contact@sellersfunding.com).

## • FAIR CREDIT REPORTING ACT RIGHTS FOR INDIVIDUAL GUARANTORS

### E. For Individual Guarantors: Rights under the Fair Credit Reporting Act:

If we require that you provide a guarantor who is a natural person (a "**Guarantor**") for a commercial loan or any Revenue Advance transaction, where your business is seeking to (a) apply to pre-qualify for financing from SellersFunding or its affiliates or Revenue Advance to Sellers Funding or (b) apply for funding from SellersFunding or its affiliates by a loan financing or Revenue Advance, to comply with the Fair Credit Reporting Act ("**FCRA**") and other laws, we are putting the Guarantor on notice as to the following:

- (1) The Guarantor must be told whether any information in his or her file has been used against him or her. If we used a credit report or some other type of consumer report to deny such Guarantor's application for credit, we must tell the Guarantor the name, address and phone number of the credit reporting agency

or credit bureau (in each case, a “**consumer reporting agency**”) that provided the information.

*Visinger Score.* We generally use our own in-house algorithm to generate a Visinger Score that is disclosed to you. **However, since neither SellersFunding Corp. nor its affiliates regularly engages in whole or in part in the business of assembling or evaluating consumer credit information or other information on consumers for the purposes of furnishing consumer reports to third parties, neither SellersFunding Corp. nor its affiliates is subject to regulation as a “credit reporting agency” under the FCRA and any information or procedures followed by SellersFunding Corp. or its affiliates with respect to the Visinger Score are provided as a courtesy to you and any Guarantor and remain subject to change without notice to you or any Guarantor.**

	<b>Source</b>
<b>Name:</b>	SellersFunding Corp.
<b>Address:</b>	45 N. Broad Street Ridgewood, NJ 07450
<b>Phone Number:</b>	(201) 201-7535

*Experian Credit Report.* We will generally use Experian in obtaining a credit report for any applications for financing or Revenue Advance.

	<b>Source</b>
<b>Name:</b>	Experian Information Solutions, Inc.
<b>Address:</b>	P.O. Box 4500 Allen, TX 75013
<b>Phone Number:</b>	1-800-397-3742

- (2) **The Guarantor has the right to know what is his or her consumer reporting agency file**, but subject to our Privacy Policy <<https://sellersfunding.com/privacy-policy/>>, neither you nor any

Guarantor has any right to know what is in your SellersFunding internal files used by our algorithm to pre-qualify or approve you or any Guarantor for any transaction with SellersFunding Corp. or its affiliates. However, the Guarantor may request and obtain all of the information about him or her in the files of a consumer reporting agency (his or her “file disclosure”), like Experian, TransUnion or Equifax. The Guarantor will be required to provide proper identification, which may include a taxpayer identification number.

In many cases, including in instances where a company has taken adverse action against the Guarantor on the basis of information in the Guarantor’s credit report, but not all cases, the disclosure will be free. All consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer rating agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- (3) ***The Guarantor has the right to ask for a credit score.***
- (4) ***The Guarantor has the right to dispute incomplete or inaccurate information.*** If the Guarantor identifies information in his or her file that is incomplete or inaccurate and reports it to the consumer reporting agency, the agency must investigate unless the dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- (5) ***Consumer reporting agencies like Experian (not SellersFunding Corp. or its affiliates) must correct or delete inaccurate, incomplete or unverifiable information.*** Inaccurate, incomplete, or unverifiable information must be corrected, usually within 30 days. However, a consumer reporting agency may continue to report information if it has verified as accurate.
- (6) ***Consumer reporting agencies like Experian (not SellersFunding Corp. or its affiliates) may not report outdated negative information.*** In most cases, a consumer reporting agency may not report negative information that is more than 7 years old, or bankruptcies that are more than 10 years old.

- (7) **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- (8) **You and any Guarantor may limit “prescreened” offers of credit and insurance you or any Guarantor received based on information in the relevant offeree’s credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you or a Guarantor can call if you or a Guarantor choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688). Guarantors may opt out of offers to such Guarantors or beneficiaries of such guarantees from SellersFunding Corp. by sending an email to [contact@sellersfunding.com](mailto:contact@sellersfunding.com).
- (9) **You or a Guarantor may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you or a Guarantor may be able to sue in state or federal court.

For more information about additional rights, please visit the Federal Trade Commission’s website and FAQ on the FCRA: <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf> or the Consumer Financial Protection Bureau website: [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20552.

**Last Updated: October 28, 2018**