

Pro Energy Terms & Conditions

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Changes to These Terms of Use

We reserve the right, in our sole discretion, to modify these Terms of Use at any time. Changes to these Terms of Use will become effective immediately upon posting. Please review these Terms of Use frequently to keep yourself updated of any changes. Your continued use of the Site following the posting of changes will constitute your acceptance of the revised Terms of Use.

Eligibility

This Site is intended solely for users who are 18 years of age or older, and any registration or use of the Site by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the Site, you represent you are 18 or older and that you agree to and to abide by all of the terms and conditions of these Terms of Use. Should you violate any of these Terms of Use, or violate any other agreement with us, we may terminate your registration and/or prohibit you from accessing or using our Services or the Site.

Your Account

To access our Services, you will be required to register and create an account on the Site. You may not disclose your username or password to any third party. If you learn of any unauthorized use of your password or account, please contact Pro Energy. You may be required to login in order to use certain parts of the Site.

Your Content and Information Sharing

By providing information or content on the Site, you expressly agree to all of the following: You grant us a non-exclusive, transferable, sub-licensable, royalty-free, world-wide license to use any information or content that you provide in connection with your use of the Site and our Services, subject to the privacy provisions described in our Privacy Policy. We have the right to review, delete, edit, modify, reformat, excerpt, or translate any of your information or content. You are solely responsible for the content and information you make available through or in connection with our Services.

All the information and content posted on the Site or privately transmit through the Site or via other means in connection with our Services is the sole responsibility of the person from which that content originated. We will not be responsible for any errors or omission in any information or content posted by a user.

We will not share or sell any of your information with any third party, except Pro Energy's successors, assignees, affiliates, partners, vendors, representatives, third party lending partners, financial partners, loan brokers, or loan servicer providers, as specifically described in our Privacy Policy which are incorporated by reference into these Terms of Use.

Restrictions on Use

You agree to abide by all applicable laws and regulations in your use of the Site and our Services. In addition, you agree that you will not do any of the following:

- register for more than one account, or register for an account on behalf of an individual other than yourself or on behalf of any group or entity;
- post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
- use the information or content on our Site to send unwanted messages to any other user;
- post or otherwise make available content, or take any action on the Site, that may constitute libel or slander or that infringes or violates someone else's rights or is protected by any copyright or trademark, or otherwise violates the law;
- post or otherwise make available content that we deem objectionable, such as content that is harmful, inflammatory, obscene, threatening, fraudulent, invasive of privacy or publicity rights, hateful, or otherwise objectionable, or which restricts or inhibits any other person from using or enjoying the Site, or which may expose us or our users to any harm or liability of any type;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- post or otherwise make publicly available on the Site any personal or financial information of any third party;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- use the Site or our Services in any manner that could damage, disable, overburden or impair the Site;

- harvest or collect email addresses or other contact information of our users from the Site by electronic or other means, including via the use of automated scripts; or
- post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Copyright Complaints

If you believe that any material on the Site infringes on any copyright that you own or control, use the contact button at the footer of our website. In your notification please:

- confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- identify the copyrighted work or works you claim has been infringed;
- identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed; please include information sufficient to enable us to locate the material;
- provide your contact details, including an email address; and
- provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner indicated is not authorized by the copyright owner, its agent or the law.

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We are not responsible for the information practices employed by sites linked to or from our site. In most cases, links to third-party websites are provided solely as pointers to information on topics that may be useful to our users. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

Use of Personally Identifiable Information

Our practices and policies with respect to the collection and use of personally identifiable information are governed by our Privacy Policy

No Warranty; Errors; Disclaimers

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promptly correct any error that it discovers, including any error in calculating your loan rates. If the error results in your receipt of an incorrect interest rate, APR or origination fee, Pro Energy or your designated loan servicer will notify you and provide you with the correct rate. You agree to provide any additional consent necessary to correct any errors that occur.

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Indemnity

You agree to indemnify, defend and hold harmless the Pro Energy Parties from and against any and all third-party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') submitted content, use or misuse of any aspect of the Services or Site, or your violation of these Terms of Use. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Site/Services reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and any such third party.

Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the State of California, without regard to its provisions relating to conflict of laws. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Your obligations under these Terms of Use are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site/Services or any aspect hereunder, in whole or in part, without our prior written consent.

Questions

Use the contact link at the footer of our website with any questions regarding these Terms of Use.