

# TERMS OF SERVICE

## ACCEPTANCE OF TERMS

This is a legal agreement between you and Liquid P2P, LLC (“Liquid P2P”), which owns, controls, and operates the website located at [www.LiquidP2P.com](http://www.LiquidP2P.com).

By accessing this website and its associated subdomains (collectively the “Site”), and/or using any of the Services (as defined below) accessible through the Site, you become a User and agree to and are bound by the terms and conditions of this agreement and the Liquid P2P Privacy Policy (collectively, “Terms”) for as long as you continue to use the Site or Services.

Liquid P2P reserves the right, in our sole discretion, to change, modify, add, or remove portions of these Terms at any time. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. The beginning of the Terms will always include the date of the most recent update.

**IF ANY OF THESE TERMS OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SITE OR THE SERVICES.**

## DEFINITIONS

“Terms of Service” (also “Terms”) means the rules, terms, and conditions set forth hereafter to which you must agree prior to and using the features and Services included on the Site.

“Protected Entities” means the directors, officers, employees, agents, affiliates, and content or service providers for Liquid P2P, whether individually or collectively.

“User” (also “You/Your”) means anyone accessing or using the Site/Service, whether registered or anonymously.

“Liquid P2P” (also “We/Us/Our”) means Liquid P2P, LLC.

“Site” means the website located at [www.LiquidP2P.com](http://www.LiquidP2P.com) and its associated subdomains.

“Service(s)” means the information and services available on or through the Site, including various features and functions that allow the User to manage settings and execute automated marketplace lending transactions on third-party online lending platforms (i.e. Lending Club), as well as other content and features (collectively the “Service”).

"Linked Account" means a verified User-owned account with an online peer-to-peer lending platform including but not limited to accounts with LendingClub.com.

"User Data" (also "Data") means all information collected or provided by the User while using the Site and/or the Service.

"Linked Account Data" means the specific data provided by the User or collected by the Service or Site regarding a User-owned, third-party peer-to-peer lending service (e.g. Lending Club).

## **DESCRIPTION OF SERVICES**

Liquid P2P Services are provided for informational purposes only without any warranty of suitability, reasonableness, or usefulness for your financial situation, any offer to sell, solicitation of an offer to buy, or a recommendation for any security, or any personal advice concerning the nature, potential, value, or suitability of any security, transaction, investment strategy, or other matter.

Liquid P2P may change, suspend, or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. Liquid P2P may also impose limits on certain features and services or restrict your access to all or part of the Service without notice or liability.

You are solely responsible for evaluating the merits and risks associated with the use of any content or service on the Site/Service before making any investment or other decision based on such content. You agree not to hold Liquid P2P liable for any possible claim for damages arising from any decision you make based on information made available to you through the Site and/or Service.

In addition, when using certain Services, you and Liquid P2P shall be subject to any additional terms, guidelines, or rules applicable to such Services, which may be posted from time to time. All such additional terms, guidelines, and rules are hereby incorporated by reference into the Terms.

Unless explicitly stated otherwise, any new features that augment or enhance the Service, including the release of new Liquid P2P properties, shall be subject to these Terms.

## **AUTOMATED TRADING DISCLOSURE**

Liquid P2P is technology-based software service offered as an automated trading tool to benefit its Users. The User instructs Liquid P2P to effect securities/derivatives transactions for their Linked Account according to the User's preference.

The Service will include the cataloging, indexing, and processing of User-provided Linked Account Data used to offer better quality features and performance that benefit the User. The Service will also include electronic representation of the User on select peer-to-peer lending platform websites to include (but not limited to) automated transfers of funds, automated investment of funds, and automated selling of securities, notes, and/or other monetary instruments on behalf of the User and according to the User's preference.

Liquid P2P is not registered under the Investment Advisors Act of 1940, nor does it require that its partners or affiliates be registered. Liquid P2P does not operate as financial or investment planner or advisor. We do not provide financial, securities, tax, or legal advice. Your use of the Services is at your sole discretion and risk.

Before you open an automated trading account, you should perform the due diligence necessary to ensure the investment concept is compatible with your investment goals. There is no "safe" or "guaranteed" trading strategy. Liquid P2P will not review, in any manner, the investment strategy or automated settings you select, nor will Liquid P2P be responsible for reviewing any of the transactions executed in your account or Linked Account(s).

We recommend you read the [SEC release concerning the risks of auto-trading](#).

Liquid P2P does not review or assist in the recommendations of trades made by any newsletter, partner, affiliate, or advisor. Liquid P2P's sole responsibility will be to execute transactions for your Linked Account(s) based on the strategy and settings selected by the User.

Liquid P2P makes no warranties or representations concerning back testing, machine learning, and predictive analytics. User acknowledges past performance is no guarantee of future results. You fully understand the limitations of hypothetical back-testing and real-time track records in predicting future performance of notes and acknowledge that Liquid P2P and its agents, affiliates, or employees cannot be responsible for future performance resulting from the use of machine learning, back-testing, and predictive analytic features.

Liquid P2P cannot be held responsible for any lost profits, trading losses, or other damages due to loss of online service, human error, software error, communication delays, or any delay in the receipt of trade alerts, by email or otherwise, by your third-party lending platform or our Service. You are subject to risk from errors of human intervention, electronic systems, communications and market timing.

## **PRICING AND BILLING**

The User agrees to be charged according to the fee structure of the Service as specified here. The User will be billed at the end of each monthly period and amount due will be charged to the credit card on file with Liquid P2P.

No warranties of any kind are made regarding any level or quality of service.

Liquid P2P charges a subscription fee calculated at an annual rate of 0.25% of the value of the User's active Liquid Notes. This includes only the portion of your principal invested on your behalf by Liquid P2P. It excludes pending amounts, available cash, loans in default, or any remaining principal invested outside of Liquid P2P.

The calculation for daily charge is:

$$\text{Daily Charge} = (0.25\% \times \text{Active Liquid Notes Value}) / 365$$

There is no fee associated with notes invested in by the Service which are never actually issued to the borrower and have their funds returned to the User.

In addition, Liquid P2P will apply the following liquidation fees depending on the automated liquidation method the User selects:

**Liquid Match Fee** – Liquid P2P will charge User a 1% fee for any note sold through a standard Liquid Match transaction.

**Liquid Match +Plus Fee** – Liquid P2P will charge Users a 2% fee for any note sold through the Liquid Reserve Pool as part of a Liquid Match +Plus withdrawal.

User subscription fees and liquidation fees are billed monthly and charged to the User's credit/debit card on file with Liquid P2P. When applicable, liquidation fees will be included as a separate line item on the monthly billing statement.

If an account is canceled or terminated, the User is responsible for any fees accumulated since the end of the most recent billing cycle.

Some notes invested in during the current billing period are not issued until the next billing period, however, the User will be charged fees for any note invested in during the current billing period regardless of when the note is officially issued.

If the User has accrued a non-zero amount fee for a billing period that is less than \$5.00, a minimum of \$5.00 will be charged. If the User has any questions, please contact Liquid P2P at the email address provided at the bottom of these Terms of Service.

For Users who create a Free Trial Account, Liquid P2P will waive the subscription fee as well as the minimum account charge for the applicable 90-day promotional period. Applicable liquidation fees will still apply during the free-trial period. In order to use automated liquidation features, trial account Users will be required to provide credit card information for the purpose of billing liquidation fees only.

Trial accounts will automatically be deactivated when the promotional period expires, unless User elects to continue with paid account, at which time User will have the option to review and update credit card information.

Trial account Users with active withdrawals will be responsible for any applicable liquidation fees that were accrued during the trial period.

To reactivate an expired trial account at any time, User can use same credentials to log in and access steps for switching to paid account.

## **CANCELLATION OF SERVICE**

You have the right to cancel/terminate your relationship with Liquid P2P and the Service at any time. To terminate your Service account, email [team@LiquidP2P.com](mailto:team@LiquidP2P.com) from the email address associated with the Service account you wish to terminate. Please state in the email that you wish to terminate your Liquid P2P user account and include your first and last name associated with the account.

Upon receipt of the email, we will deactivate your account within 72 hours and backups of your Linked Account Data will be removed in accordance with Liquid P2P backup and data retention policies. A final bill will be emailed to you upon closing your account.

Liquid P2P reserves the right to retain real-time loan data, acquired from User's notes/loans but non-specific to any User, to track loan performance for predictive analysis and machine learning purposes for the benefit of all current and future Users. Liquid P2P also reserves the right to retain User Data in relation to the storage of transactional logs and User activity for billing and legal compliance purposes only.

## **INTELLECTUAL PROPERTY**

Liquid P2P is the owner of all intellectual property rights, including all copyrights, patents, trademarks, software, logos, text, and graphics associated with the Site and/or the Service, but excluding User Linked Account Data. You agree not to display or use any Liquid P2P intellectual property without our prior permission.

## **LICENSE AND SITE ACCESS**

Liquid P2P grants you a limited license to access and make personal use of the Service. You agree not to download (other than page caching) or modify the Site, or any portion of it, except with express written consent of Liquid P2P.

All data provided by Liquid P2P on the Site and/or from the Service is not intended to be copied, stored, permanently downloaded, or redistributed by the User. Accessing any data for any purpose or in any manner other than outlined in this agreement is expressly prohibited.

This license does not include any resale or commercial use of the Site, the Service, or its contents, nor any downloading or copying of account information for the benefit of another merchant. The Service is for the personal use of the User only and may not be used in connection with any commercial endeavors except those may be specifically endorsed or approved by the management of Liquid P2P from time to time.

Use of any automated script, program, and/or mechanism to collect, scrape, retrieve, and/or gather any information and/or User Data or Linked Account Data from the Service is strictly prohibited without written consent from Liquid P2P.

Illegal and/or unauthorized use of the Service, including collecting usernames, email addresses, User Data or Linked Account Data of other Users by electronic or other means

for the purpose of sending unsolicited email, unauthorized framing of or linking to the Site, or other illegal purposes will be investigated.

Commercial advertisements, affiliate links, and other forms of solicitation may be removed from posts or accounts without notice and may result in termination of membership privileges.

Liquid P2P will take appropriate legal action for any illegal or unauthorized use of the Service. The Site, the Service, or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Liquid P2P.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, content, text, page layout, or form) of Liquid P2P and our affiliates or other Users. You may not use any meta tags or any other "hidden text" utilizing Liquid P2P's name or trademarks without our express written consent. Any unauthorized use terminates the permission or license granted by Liquid P2P.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the Service so long as the link does not portray Liquid P2P, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Liquid P2P logo or other proprietary graphic or trademark as part of the link without our express written permission.

## **ACCOUNT SECURITY**

The User will create a password and be assigned an account number designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of your password and account number and are fully responsible for all activities that occur under your password or account.

The User agrees to immediately notify Liquid P2P of any unauthorized use of your password or account or any other breach of security and ensure that you exit from your account at the end of each session. Liquid P2P cannot and will not be liable for any loss or damage arising from your failure to comply with this.

You agree to provide true, accurate, current, and complete information about yourself as prompted by the Site's registration form (referred to as User Information) and maintain

and promptly update this User Information to keep it true, accurate, current, and complete. If you do not, or we have reasonable grounds to suspect that you have not, Liquid P2P has the right to suspend or terminate your account and refuse any and all current or future use of the Site and the Service. User Information and certain other information about you are subject to our [Privacy Policy](#).

## **INTERNATIONAL**

You agree to not use the Service or export any portion of the Service, including User Data or Linked Account Data in violation of U.S. export regulations. You are responsible for adhering to all relevant local and national laws wherever you are.

## **CONDUCT**

You agree to abide by the Terms of this Agreement, and to not use the Service to: (i) interfere with, manipulate, or take any actions that may undermine the integrity of any system, functionality, or feature used on the Service; (ii) interfere with or disrupt the Service, or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service; (iii) collect or store personal data about other Users; (iv) harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without their prior explicit consent; or (v) reverse engineer or decompile any elements of the Service except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Service with another software program, and you have first requested Liquid P2P to provide the information necessary to achieve such operability and Liquid P2P has not made such information available.

Without limiting other remedies, Liquid P2P and its affiliates may immediately warn Users of your actions, issue a warning, temporarily suspend, indefinitely suspend, or terminate your membership and refuse to provide the Service to you if: (i) you breach this Agreement or the documents it incorporates by reference; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause financial loss or legal liability for you, us, or our Users.

Your membership will be terminated, and you will be denied access to the Site/Service if you breach this Agreement or any other agreement between you and Liquid P2P in any

way on more than one occasion. You are solely responsible for your interactions with other Users of the Service. Liquid P2P reserves the right, but has no obligation, to monitor disputes between you and other Users.

## **PRIVACY**

Your privacy is very important to us. Please review our Privacy Policy, which also governs your use of the Service, to understand our practices.

## **USE AND STORAGE**

You acknowledge that Liquid P2P may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that User Data and Linked Account Data will be retained by or made available through the Service, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

You agree that Liquid P2P has no responsibility or liability for the blocking, deletion, or failure to store any User Data or Linked Account Data maintained or transmitted by the Service. You acknowledge that Liquid P2P reserves the right to cancel accounts that are inactive for an extended period of time.

You further acknowledge that Liquid P2P reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **NO AGENCY**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the use of Liquid P2P.

## **NON-ASSIGNMENT**

No assignment of the present contract shall be made by Liquid P2P without your consent.

## **REPRESENTATION AND WARRANTIES**

You represent and warrant that you have the full authority to act on your behalf and on behalf of any and all owners of any right, title, and interest in and to any User Data and Linked Account Data you post, submit, transfer, make available, or link to.

You represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement and have obtained all necessary third-party consents, approvals, authorizations, licenses, and permissions necessary to enter into and fully perform your obligations herein.

Users will not use Liquid P2P if they are unable to form legally binding contracts, are under the age of majority, or are temporarily or indefinitely suspended from Liquid P2P. Users will not circumnavigate the fee structure or the billing process of Liquid P2P, or fees owed to Liquid P2P.

Your membership or access to the Service may be deleted or blocked without warning if it is found that you are misrepresenting your age, or any other data provided in your User Information.

Your membership is solely for your personal use, and you shall not authorize others to use your account. You represent and warrant that you are solely responsible for all User Data including Linked Account Data posted, uploaded, published, made available, or displayed through your User account, including any messages, and for your interactions with other Users.

You shall be solely responsible for your own User Data and the consequences of posting or publishing it. In connection with User Data, you affirm, represent, and warrant that: (i) you own or have and will own or have during the term the necessary licenses, rights, consents, and permissions to use and authorize Liquid P2P to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all User Data to enable inclusion and use of the User data in the manner contemplated by the Service and these Terms; (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User data to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Data in the manner contemplated by the Service and these Terms; (iii) you will be responsible for the payment of any and all royalties required by any publisher or owner of the underlying User Data or

Linked Account Data, all license fees, and royalties to any and all entity, union, guild, or other third-party fees that may be required by contract or the Copyright Act that may be due by virtue of the exploitation of the User Data through the Service as authorized hereunder.

For clarity, you retain all your ownership rights of your User Data and Linked Account Data, with exception of the real-time loan data and the User data you agree to share with Liquid P2P to retain for machine-learning, billing, or legal purposes in accordance with this Agreement.

You represent and warrant that you shall not act in any manner that conflicts or interferes with any existing commitment or obligation of yours, and that no agreement previously entered into by you will interfere with your performance of your obligations under this Agreement.

You represent and warrant that you shall perform in compliance with any applicable laws, rules, and regulations of any governmental authority.

You represent and warrant that you will not use the Service to upload, post, link to, email, transmit, 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 any telecommunications equipment.

## **DISCLAIMER OF WARRANTY**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIQUID P2P EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LIQUID P2P MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE SUITABLE FOR YOUR NEEDS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, CURRENT, RELIABLE, OR FREE FROM ERRORS, INACCURACIES OR TYPOGRAPHICAL MISTAKES, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v)

UNEXPECTED EVENTS/ACTIONS WILL NOT OCCUR INCLUDING AUTOMATIC INVESTMENT ERRORS AND/OR AUTOMATIC LISTING/SELLING ERRORS (OR VALUATIONS OF ACCOUNT SECURITIES, NOTES, OR INSTRUMENTS), AND (vi) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LIQUID P2P OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. LIQUID P2P IS NOT RESPONSIBLE FOR UNEXPECTED RESULTS OR ERRORS WITH A USER'S LINKED ACCOUNT(S) RESULTING FROM USE OF THE SERVICE. USE THIS SERVICE AT YOUR OWN RISK.

## **INDEMNIFICATION**

You hereby indemnify and hold harmless and, upon our request, defend Liquid P2P and its affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees and costs) arising out of any claim, action, or proceeding brought by a third party based on: (i) a breach of any warranty, representation, covenant, or obligation of yours under this Agreement; or (ii) any allegation that any User Data or Linked Account Data provided, uploaded, syndicated, linked to, or authorized by or on behalf of you hereunder or Liquid P2P's or any User's use thereof violates or infringes the rights of another party.

You will reimburse Liquid P2P and its affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section, provided that Liquid P2P obtains your written consent prior to making such payments, such consent not to be unreasonably withheld, delayed, or conditioned.

Liquid P2P shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon our request. Liquid P2P shall have the right, at its expense, to participate in the defense thereof under your direction.

## **LIMITATION OF LIABILITY**

EXCEPT PURSUANT TO YOUR INDEMNITY OBLIGATION OUTLINED IN THESE TERMS, AND EXCEPT FOR A BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OUTLINED IN THESE TERMS, IN NO EVENT SHALL LIQUID P2P OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE AND THE SERVICES OFFERED HEREBY, OR THE CONTENT, MATERIALS, AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT LIQUID P2P IS FOUND TO BE LIABLE, ITS LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) IS LIMITED TO THE GREATER OF THE TOTAL FEES YOU PAID TO LIQUID P2P IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR \$100. THE ABOVE LIMITATION MAY NOT APPLY IN ALL JURISDICTIONS OR TO ALL USERS. IF YOU ARE NOT IN AGREEMENT WITH THE FOREGOING, YOUR SOLE REMEDY IS TO TERMINATE THIS AGREEMENT AND DISCONTINUE USE OF THE SITE.

YOU EXPRESSLY AGREE THAT YOU ALONE ARE SOLELY RESPONSIBLE FOR YOUR OWN INVESTMENT RESEARCH AND INVESTMENT DECISIONS, THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF LIQUID P2P AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT, AND THAT LIQUID P2P, AND THE PROTECTED ENTITIES WILL NOT BE LIABLE FOR ANY INVESTMENT DECISION MADE, ACTION TAKEN BY YOU AND OTHERS BASED ON LIQUID P2P, NOR ANY DIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCLUDING NEGLIGENCE.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE COMPANY LIABILITY AND THAT OF ITS THIRD-PARTY CONTENT PROVIDERS WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **ELECTRONIC DELIVERY**

You consent to the electronic delivery of documents. Liquid P2P or its affiliates will communicate with you by email or by posting notices that may be viewed through the Site or Service. This consent for electronic delivery covers any document that Liquid P2P is required to provide you, including this Agreement, and is effective until withdrawn by you.

## **DISPUTES**

Agreement not to Bring, Join, or Participate in Class Actions: To the extent permitted by law, you agree that you will not bring, join, or participate in any class action as to any claim, dispute, or controversy you may have against us, our employees, officers, directors, servicers, and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. This agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

Agreement to Arbitrate all Disputes: To the extent permitted by law, you agree that any claim or controversy arising in connection with your use of the Site or the Services provided by Liquid P2P shall be determined by arbitration in Baton Rouge, Louisiana before a singled arbitrator. This clause shall not preclude you or us from seeking injunctive relief from a court of appropriate jurisdiction.

## **APPLICABLE LAWS**

The Site and these Terms are governed by the laws of the State of Louisiana without giving effect to any principles of conflict of laws. If any provision of these Terms of Service shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.

Any dispute arising from your use of this Site shall be brought exclusively in the appropriate state or federal courts of the State of Louisiana. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent applicable.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **GENERAL CONDITIONS**

This Agreement along with the Privacy Policy and any additional terms, rules, or regulations posted on the Site/Service constitute the entire agreement between you and Liquid P2P

and govern your use of the Site/Service, superseding any prior agreements between you and Liquid P2P. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

The failure of Liquid P2P to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement 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 this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action.

## **CONTACT**

Please direct all official correspondence using the contact information below.

By email to: [Team@LiquidP2P.com](mailto:Team@LiquidP2P.com)

Or by registered mail to:     Liquid P2P, LLC  
  PO Box 530  
  Port Allen, LA 70767