

MicroTraders Terms of Use Agreement

Welcome to MicroTraders: Microfunds & Trades, a division of V3MD, LLC a Delaware corporation (together with its affiliates, officers, directors, agents, employees, representatives, partners and their respective affiliates, collectively, "MicroTraders"). This Terms of Use ("Agreement") is a contract between you ("you") and MicroTraders and governs your access and use of the MicroTraders.org website and all other websites owned and operated by MicroTraders that have this Agreement posted (collectively, the "Website"), including, but not limited to, all transactions conducted on the Website and all MicroTraders services provided in connection with the Website. By accessing or using the Website, you signify that you have read all of the terms and conditions in, and linked to, this Agreement (including the Privacy Policy), and you agree to be bound by this Agreement, whether or not you participate in MicroTraders's microlending program or related programs, services or activities (collectively, the "Program") or otherwise access or use the Website (in each such capacity, a "User"). If you do not agree with all of the terms and conditions in this Agreement, please do not participate in the Program or access or use the Website.

Basically,

WELCOME TO MICROTRADERS! YOU'RE LEGALLY AGREEING TO THE TERMS ON THIS PAGE WHEN YOU VISIT AND USE MICROTRADERS' WEBSITE. SO YOU SHOULD READ THEM. THIS COLUMN CAN HELP YOU NAVIGATE THE MAJOR POINTS IN THE TERMS.

IF YOU DON'T AGREE WITH THESE TERMS, YOU SHOULDN'T USE MICROTRADERS'S WEBSITE.

This Agreement supersedes any previous agreement to which you and MicroTraders may have been bound (provided that if you are a Borrower, Trustee, Field Partner or Lender / Donor who has a separate written agreement with MicroTraders, the terms of that separate agreement will control with respect to any provision that conflicts with this Agreement). This Agreement may be modified by MicroTraders in its sole discretion from time to time and such modifications shall automatically become part of this Agreement and shall be effective once posted by MicroTraders on the Website (as indicated by the posted update date). Your participation in the Program and use of the Website will be subject to any such modifications. You should review the Website and this Agreement from time to time for any modifications. If you do not agree with any such modifications, please immediately terminate your registered MicroTraders account, if any, as outlined in Section 8 below, and please immediately stop participating in the Program and accessing and using the Website.

Basically,

THE TERMS OF USE IS THE CURRENT AGREEMENT BETWEEN YOU AND MICROTRADERS. IF YOU HAVE ANY OTHER CONTRACTS WITH MICROTRADERS HOWEVER, THOSE MAY OVERRIDE CERTAIN THINGS IN THIS TERMS OF USE.

MicroTraders may make changes to this agreement at any time. When we do, you'll know we've updated it by looking at the date at the top of the page.

This Agreement is divided into the following sections:

1. [Participation in the Program](#)
2. [Additional Website Features](#)
3. [Acceptable Use](#)
4. [Proprietary Rights](#)
5. [Disclaimers; Limitation of Liability](#)
6. [Governing Law; Resolution of Disputes; Arbitration and Waivers](#)
7. [Indemnity](#)
8. [Term; Termination](#)
9. [Entire Agreement; Severability; Assignment](#)

1. Participation in the Program

MicroTraders manages the Website, which matches you and other persons (each, a "Lender / Donor" and, collectively, "Lender / Donors") with borrowers and social enterprises in various countries in need of affordable capital (each, a "Borrower" and, collectively, "Borrowers"). In most instances, these Borrowers are considered "high risk" by traditional Lender / Donors for a variety of factors, including, but not limited to, the Borrowers' lack of credit history, the use of the loan proceeds for entrepreneurial endeavors including investment in a "start up" business, and the geographic location including the risk of financial instability and foreign exchange rate fluctuations. Please carefully review the Website section entitled "The risks of lending" which highlights the various risks associated with lending online through MicroTraders and explains in greater detail the role played by MicroTraders and its Field Partners and Trustees (each defined below in this Section 1).

Basically,

THIS SECTION DESCRIBES WHAT MICROTRADERS DOES. LENDING ON MICROTRADERS IS RISKY AND YOU MIGHT NOT GET REPAYED WHAT YOU LEND. PLEASE READ OUR PAGE CALLED "THE RISKS OF LENDING" FOR MORE INFORMATION ON THE DIFFERENT TYPES OF RISK YOU ASSUME WHEN YOU MAKE A LOAN.

You may participate in the Program as a Lender / Donor by creating an online account on the Website registered to your email address. All transactions between Lender / Donors and Borrowers or Field Partners must be conducted through a MicroTraders account - technically speaking, MicroTraders may, in certain circumstances, be considered the "Lender / Donor" on

your behalf when you make Loans on the Website. The amount of funds you have available in your MicroTraders account that you have deposited – whether from your personal funds or value from a MicroTraders Card (as defined below in Section 2.4) – and is freely available to be lent is referred to as your "MicroTraders Credit." If you make a Loan (as defined in the next sentence) through the Website, you are instructing MicroTraders to apply your MicroTraders Credit to fund the specific Loan you have designated on the Website. All MicroTraders Credit in your MicroTraders account must be lent and repaid to your account before you can withdraw it, and you must have a PayPal account to withdraw funds from MicroTraders's system.

Basically,

YOU HAVE TO CREATE AN ACCOUNT TO LEND ON MICROTRADERS. MONEY IN YOUR ACCOUNT IS CALLED "MICROTRADERS CREDIT" AND IT CAN BE USED TO MAKE LOANS ON MICROTRADERS. YOU CAN'T WITHDRAW MONEY FROM YOUR ACCOUNT UNTIL IT'S BEEN LENT OUT TO A BORROWER AND REPAID TO YOUR ACCOUNT. YOU NEED TO HAVE A PAYPAL ACCOUNT TO WITHDRAW YOUR MONEY.

By participating in the Program or otherwise accessing or using the Website, you hereby acknowledge and agree that (a) MicroTraders makes no representation, warranty, covenant or guarantee that any funds you lend to a Borrower via the Website will be repaid in whole or in part, (b) loans and other similar transactions made via the Website (each, a "Loan") are unsecured and bear a high risk of non-repayment and (c) given your financial situation and objectives, you will lend only those amounts on the Website that you can afford to lose. Loans made via the Website are philanthropic in nature with no offered rate of return and, as such, are not intended as, and cannot be considered as, an investment in a financial instrument or security. Loans made via the Website are not cancellable or refundable by the User.

Basically,

AGAIN, LENDING ON MICROTRADERS IS RISKY! THAT MEANS YOU SHOULD ONLY LEND MONEY THAT YOU CAN AFFORD TO LOSE. ONCE YOU'VE MADE A LOAN, YOU CAN'T CANCEL IT, AND MICROTRADERS DOESN'T GUARANTEE THAT IT WILL BE REPAID. YOU ALSO WON'T EARN INTEREST ON MICROTRADERS LOANS.

MicroTraders will hold amounts due and payable to Lender / Donors, Field Partners and Borrowers (including MicroTraders Credit) separate from MicroTraders's general funds, in a deposit account established to hold funds for the benefit of Users with funds in the MicroTraders system ("User Funds Account"). MicroTraders will not use such amounts for MicroTraders's general operating expenses; however, MicroTraders reserves the right to retain (a) interest on funds while such funds are held in a User Funds Account and (b) any foreign exchange gains collected in connection with Loan repayments, and to use such interest and gains in support of MicroTraders's general operating expenses.

Basically,

MICROTRADERS RAISES MONEY FOR OUR OPERATIONS SEPARATE FROM LOANS. THIS MEANS WE WON'T USE THE MONEY IN YOUR MICROTRADERS ACCOUNT TO RUN OUR ORGANIZATION (UNLESS YOU DECIDE TO DONATE IT TO US).

1.1. Types of Loans on the Website.

a. Partner Loans. The majority of Loans on the Website are administered by existing domestic and international organizations (each, a "Field Partner" and, collectively, "Field Partners") that work in underbanked or low-income communities and generally have a stated mission to reduce poverty by providing affordable working capital, services or supplies to underbanked or low-income borrowers ("Partner Loans"). When a Partner Loan is fully funded, MicroTraders sends Lender / Donor funds to the Field Partner administering the Partner Loan, and receives Borrower repayments via the Field Partner as the Loan is repaid.

Basically,

MOST LOANS ON MICROTRADERS'S WEBSITE ARE POSTED BY THIRD-PARTY ORGANIZATIONS WE CALL "FIELD PARTNERS." FIELD PARTNERS DISBURSE MONEY TO BORROWERS AND COLLECT REPAYMENTS, WHICH THEY THEN SEND TO MICROTRADERS.

b. Direct Loans. Certain other Loans on the Website are not administered by Field Partners, but instead are made by transferring funds directly from a Lender / Donor's MicroTraders account to a Borrower's digital account ("Direct Loans"). Because Direct Loans are not managed by a Field Partner, they typically bear a greater risk of non-repayment than most Partner Loans. As Direct Loans are repaid, funds are then transferred directly from the Borrower's account back to Lender / Donors' MicroTraders accounts. Some, but not all, Direct Loans are endorsed by individuals or institutions that vouch for the Borrower's character ("Trustees"). Trustees may help manage their respective Borrowers' relationships with MicroTraders, but Trustees do not handle Loan disbursements or repayments made through MicroTraders's system, and they do not guarantee Borrower repayments. Prior to June 1, 2016, Direct Loans were administered through a separate MicroTraders-operated website known as "MicroTraders Zip." Direct Loans and Partner Loans differ in some important ways, which will be explained more below.

Basically,

FEW LOANS ON MICROTRADERS'S WEBSITE ARE POSTED AND MANAGED BY MICROTRADERS WITHOUT ANY ASSISTANCE FROM A FIELD PARTNER – WE CALL THESE "DIRECT LOANS." IN GENERAL, DIRECT LOANS HAVE A HIGHER RISK OF NON-REPAYMENT THAN FIELD PARTNER LOANS BECAUSE THERE'S NO THIRD-PARTY MANAGING THE LOAN. SOME DIRECT LOANS ARE ENDORSED BY "TRUSTEES," WHICH ARE PEOPLE OR INSTITUTIONS THAT VOUCH FOR THE BORROWER'S CHARACTER BUT DO NOT ACTUALLY HANDLE THE LOAN.

1.2. Loan Disbursement.

a. Partner Loan Disbursement. Partner Loans are not made directly to Borrowers, but are instead administered by Field Partners. Loan requests are posted in cooperation with such Field Partners and are, before being listed on MicroTraders, converted to U.S. dollar amounts as necessary and then rounded up to the nearest U.S. dollar increment of 25, to help streamline the Loan transaction process. Funds loaned by you, the Lender / Donor, will be delivered to Field Partners for ultimate disbursement to, or backfilling of Loans to, the Borrower(s) you have selected. In certain cases, Borrowers may receive goods and services funded by Loan amounts, such as agricultural packages, from Field Partners, instead of the monetary amount of the Loan. A Field Partner may voluntarily choose to pre-fund your Borrower in the short-term from its own funds in anticipation of receiving your Loan amounts as backfill. This helps reduce the time the Borrower needs to wait until the Loan is funded on the Website and the funds are delivered to the Field Partner. MicroTraders serves as a middle-man in the process and aggregates funds from multiple Lender / Donors via the Website and delivers 100% of these funds on a net billing basis (excluding the interest earned, if any, on such funds while they are held in a User Funds Account, which interest is contributed toward funding MicroTraders's operations) to the Field Partner(s) for disbursement to the Borrowers selected by Lender / Donors for funding on the Website. Please note that many Field Partners require mandatory savings as part of their transaction process to serve as collateral, which savings may help ensure that Borrowers are able to accumulate cash and represent a good risk. In certain cases, mandatory savings (and fees) are netted by Field Partners against the Loans forwarded by MicroTraders.

The process of disbursement to a Borrower in a particular country, however, may vary from the standard disbursement structure just described. Currency and other national or local regulations may require a different philanthropic funding structure in some countries. In such cases, instead of Loan funds being forwarded directly to the corresponding Field Partner, MicroTraders may, for example, have to transact with other intermediaries (such as the Field Partner's U.S.-based affiliates or other third parties licensed in the particular country to transact in foreign currencies) to structure a different indirect funding process that enables a Borrower to ultimately be supported by a Partner Loan from you. In some cases, MicroTraders may approve a Field Partner's pledge of collateral to another Lender / Donor that may include loans supported by MicroTraders Users.

Basically,

THIS SECTION EXPLAINS HOW WE GET YOUR MONEY TO BORROWERS. MOST LOANS ARE DISTRIBUTED TO BORROWERS THROUGH MICROTRADERS'S FIELD PARTNERS. MICROTRADERS WORKS WITH LOTS OF DIFFERENT TYPES OF FIELD PARTNERS AND BORROWERS IN DIFFERENT COUNTRIES, SO THE PROCESS OF LOAN DISTRIBUTION CAN VARY DEPENDING ON THE LOAN.

Field Partners are solely responsible for screening and selecting each Borrower (including, without limitation, posting requests for Partner Loans on the Website) and making all Partner Loan disbursements, and MicroTraders expressly disclaims any responsibility to screen or select any

Borrower or any Field Partner or monitor the disbursement of Loan proceeds from the Field Partner(s) to the Borrower(s). MicroTraders and its Field Partners shall have no liability whatsoever with respect to such screening or selection of Borrowers or Field Partners and the disbursement of Loan proceeds from the Field Partner(s) to the Borrower(s), and you shall hold MicroTraders and its Field Partners harmless from any and all liabilities with respect to, or resulting from such screenings, selections and disbursements.

Basically,

FOR PARTNER LOANS, MICROTRADERS DOESN'T CHOOSE THE INDIVIDUAL BORROWERS POSTED TO OUR WEBSITE BY FIELD PARTNERS. NEITHER MICROTRADERS NOR OUR FIELD PARTNERS WILL BE LIABLE TO YOU SHOULD PROBLEMS ARISE WITH FIELD PARTNERS, BORROWERS OR THE LOAN DISBURSEMENT PROCESS.

b. Direct Loan Disbursement. Direct Loans are made directly to Borrowers, without facilitation by Field Partners. Direct Loan requests are submitted by Borrowers and approved by MicroTraders before they are posted to the Website. Funds loaned by you, the Lender / Donor, will be transferred directly to the account of the Borrower you have chosen to support. MicroTraders serves as a middle-man in the process and aggregates funds from multiple Lender / Donors via the Website and delivers 100% of these funds (excluding the interest earned, if any, on such funds while they are held in a User Funds Account, which interest is contributed toward funding MicroTraders's operations) to the Borrower. MicroTraders expressly disclaims any responsibility to screen Trustees or Borrowers or monitor Borrowers' use of MicroTraders funds. MicroTraders and the Trustees shall have no liability whatsoever with respect to such screening or selection of Borrowers, and you shall hold MicroTraders and the Trustees harmless from any and all liabilities with respect to, or resulting from such screening and selection of Borrowers.

Basically,

MICROTRADERS DOES SELECT BORROWERS WHO RECEIVE A DIRECT LOAN AND SENDS THEM THE MONEY WITHOUT HELP FROM A FIELD PARTNER. NEITHER MICROTRADERS, NOR ANYONE WHO ENDORSES A DIRECT LOAN, WILL BE LIABLE TO YOU IF ANY PROBLEMS ARISE WITH THESE BORROWERS.

1.3. Loan Collection and Repayment.

Partner Loans are repaid by Borrowers to the Field Partners. Generally, as a Borrower repays a Loan, the respective Field Partner will post a record to the Website of such repayments actually received by the Field Partner, and it is the responsibility and obligation of the applicable Field Partner to pay over such collected Loan payments to MicroTraders. In some cases (for example, for Loans in India), the records of repayments are not posted on the Website as the Borrowers repay the Loans, as a result of certain system and country regulatory constraints. Direct Loans are repaid directly by Borrowers to Lender / Donors, without facilitation by a Field Partner.

Repayments may be made in periodic installments, depending on the terms of the applicable Loan. In some cases (for example, for Loans in India), repayments may only be provided at the end of a fixed term (for example, after 43 months), as a result of certain system and country regulatory constraints. Except as may be provided in Section 1.4 ("Principal Loss Scenarios"), Section 2.2 ("Dedicate a Loan Feature"), Section 2.3 ("Promotional Products"), Section 2.5 ("Free Trial and Bonus Features") and Section 2.6 ("Donor Advised Fund") below, any amounts actually received by MicroTraders (whether directly from a Borrower or from a Field Partner as repayment by an applicable Borrower) will be distributed among the Lender / Donors on a pro rata basis in accordance with the amounts loaned by such Lender / Donors to such Borrower(s). These distributions may, in MicroTraders's sole discretion, be made periodically or in one lump sum once 100% of all Loan proceeds for a particular Loan have been received by MicroTraders. Furthermore, please note that timing of distributions to Lender / Donors of any collected repayment may vary and may be materially impacted because of circumstances that, in MicroTraders's judgment, require MicroTraders to conduct further reviews with respect to the collected repayments (for example, to resolve issues regarding accuracy of repayment amounts and corresponding data, or for other issues). If, for any reason, a given Field Partner is unable to collect Partner Loan repayments directly from the Borrower(s) or if MicroTraders, for any reason, is unable to collect Loan repayments directly from a Field Partner or a Borrower, repayment of your Loan amounts could be at risk of partial or total delay or non-repayment and a loss of some or all of your principal could occur. You hereby acknowledge and agree that neither Field Partners nor Borrowers will have direct contractual obligation or liability to pay you any principal and that MicroTraders is obligated to repay only such Loan principal to the extent actually received by MicroTraders from a Field Partner or a Borrower (subject to the conditions noted above). None of MicroTraders, its Field Partners or any Borrower will have any obligation to pay interest on the Loan or other fees or amounts (other than as expressly set forth above) to you or any other Lender / Donor in connection with any Loan you make. However, you should note that in some cases MicroTraders charges service fees to Field Partners and Direct Loan Borrowers, and Field Partners generally also charge interest and fees to Borrowers.

Basically,

THIS SECTION EXPLAINS HOW LOAN REPAYMENT WORKS. AFTER WE RECEIVE A REPAYMENT ON ONE OF YOUR LOANS, WE RETURN THE MONEY TO YOU AND THE OTHER LENDER / DONORS IN PROPORTION TO HOW MUCH EVERYONE LENT. IF A BORROWER OR FIELD PARTNER DOESN'T SEND REPAYMENTS TO MICROTRADERS AS EXPECTED, YOU WON'T GET YOUR MONEY BACK. YOU DON'T HAVE THE RIGHT TO SEEK REPAYMENTS DIRECTLY FROM FIELD PARTNERS OR BORROWERS.

1.4. Principal Loss Scenarios.

MicroTraders will generally deem a Loan to be in default if MicroTraders determines that collection of funds for such Loan is doubtful or the cumulative amount repaid as of a quarterly reconciliation is less than the amount expected as of six (6) months prior, although case by case differences may exist based on pending prospects for repayment of the Loan and depending on country context and related system and regulatory constraints. You understand and hereby consent (without any prior notice thereof) to any restructuring of the repayment plan for your Loan(s) and/

or, in MicroTraders's sole discretion, any extension of the length of the term of your Loan(s) in order to increase the chances that your Loan(s) will be repaid in whole or in part. In cases where a Loan is in default, and subject to the distribution timing provisions noted in Section 1.3 (Loan Collection and Repayment) above, each applicable Lender / Donor will have the option to recover a portion of whatever principal has been repaid up to that point.

Basically,

MICROTRADERS HAS GUIDELINES FOR WHEN TO DECLARE A LOAN IN DEFAULT (MEANING WE BELIEVE THE LOAN IS NOT GOING TO BE REPAID). WE MAY DECIDE IT'S BETTER NOT TO FOLLOW THESE GUIDELINES IN SOME CASES. FOR INSTANCE, WHILE WE WON'T CHANGE A LOAN'S REPAYMENT TERMS ON THE MICROTRADERS WEBSITE, WE MAY NEVERTHELESS ALLOW A BORROWER OR FIELD PARTNER MORE TIME TO REPAY IF WE THINK IT WILL HELP YOU GET YOUR MONEY BACK.

For Partner Loans made in local currencies other than the U.S. dollar, MicroTraders gives Field Partners the option to have Lender / Donors bear the risk of principal losses resulting from currency exchange rate fluctuations. Field Partners may require Lender / Donors to bear any losses due to the appreciation of the U.S. dollar relative to the local currency in which the Loan was made. The Loan profile for each Partner Loan on the Website specifies whether the applicable Field Partner will cover some or all losses from currency fluctuations, or whether Lender / Donors will be required to bear the risk of currency exchange rate losses. If there are currency exchange rate gains during the course of a Loan, such gains will first be used to offset any exchange rate losses on that same Loan, and any gains above the original Loan amount will be used by MicroTraders to further its charitable purposes (for example, funding future Loans or covering MicroTraders's operating expenses).

Basically,

IN ADDITION TO LOAN DEFAULTS, YOU MAY LOSE MONEY BECAUSE OF CHANGING CURRENCY EXCHANGE RATES. MICROTRADERS LOANS ARE MADE IN U.S. DOLLARS, BUT FIELD PARTNERS OFTEN DISTRIBUTE THE MONEY TO BORROWERS IN THEIR LOCAL CURRENCY. SOMETIMES LOCAL CURRENCY BECOMES LESS VALUABLE DURING THE TERM OF A LOAN. THIS MEANS THAT BY THE TIME A BORROWER REPAYS HIS OR HER LOAN, IT MIGHT EQUAL LESS THAN THE ORIGINAL LOAN AMOUNT WHEN IT'S CONVERTED BACK TO U.S. DOLLARS.

If for any reason less than 100% of your Loan is repaid, you agree that neither MicroTraders nor its Field Partners or Trustees (as well as any "related Field Partner or Trustee entity" – for example, one that as part of a restructuring or otherwise, assumes control over such a Field Partner or Trustee, its assets and/or its obligations) shall have any liability therefor, and you hereby release and forever hold harmless MicroTraders, its Field Partners, its Trustees and any "related Field Partner or Trustee entity" for any loss you may incur. You should consult with your accountant and/or tax advisors to determine the appropriate tax treatment of such a loss.

Basically,

IF ANY PART OF YOUR LOAN IS NOT REPAYED, YOU WILL LOSE THAT MONEY. YOU WON'T SUE MICROTRADERS, FIELD PARTNERS, TRUSTEES, OR ANYONE ELSE FOR YOUR LOSSES.

1.5. Insufficient Lender / Donor Funds.

In the event that you make a Loan and your payment does not clear (e.g., an eCheck does not validly deliver to MicroTraders the full amount of the intended Loan, or your payment provider reverses a payment originally intended for MicroTraders), you agree that MicroTraders may, in its sole discretion, (i) offset the amount of the insufficiently funded Loan against your MicroTraders Credit if your account contains it, or (ii) if you do not deposit MicroTraders Credit sufficient to cover the shortfall, close your account.

Basically,

IF YOU TRY TO MAKE A LOAN AND YOUR PAYMENT DOESN'T CLEAR, WE CAN COVER THE LOAN WITH MICROTRADERS CREDIT FROM YOUR ACCOUNT (IF YOU HAVE ANY), OR CLOSE YOUR ACCOUNT IF YOU DO NOT DEPOSIT THE NECESSARY CREDIT.

1.6. Loan Records.

Records of each Loan you make (including this Agreement and any repayment history) are kept by MicroTraders and, if you have a registered account with MicroTraders and upon your written request, will be made available to you at any time throughout the term of the Loan. Your MicroTraders Credit balance can also be accessed via your MicroTraders account.

BASICALLY,

YOU CAN CHECK YOUR LENDING HISTORY AND ACCOUNT BALANCE BY SIGNING INTO YOUR MICROTRADERS ACCOUNT, OR BY WRITING TO MICROTRADERS TO ASK FOR IT.

1.7. User Account Inactivity;

Instructions for Auto-Donation of Funds to MicroTraders or Auto-Withdrawal Return of Funds to User; Potential Escheatment of Funds. MicroTraders welcomes its Users' active participation in the MicroTraders Program. However, there may be occasions when a User becomes "inactive" for an extended period of time – i.e., a User does not log in to his or her MicroTraders account (or otherwise indicate to MicroTraders a desire to keep the account active – for example, through a phone or email communication with MicroTraders or by taking advantage of embedded response features, such as a click-response button in an email or other electronic communication from MicroTraders) or there are no credits/withdrawals made to such User's account. Therefore, MicroTraders has implemented a Website feature pursuant to which you may

instruct MicroTraders in advance as to how you wish any remaining balances in your account to be handled in the event your account were to become inactive for a period of 24 or more consecutive months – namely, whether in such a case of User inactivity, you (i) wish to automatically donate remaining funds in your account to MicroTraders's general operating expenses to further MicroTraders's philanthropic mission or (ii) wish for MicroTraders to return remaining funds in your account to you via MicroTraders's standard account withdrawal process. In addition, in such cases of User inactivity, MicroTraders may elect to automatically terminate the inactive User account.

For Users who either (i) joined MicroTraders prior to 12:00PM on June 14, 2010 or (ii) joined MicroTraders through the MicroTraders Zip website (formerly hosted at zip.MicroTraders.org) and accepted the MicroTraders Zip Terms of Use, but did not make a Partner Loan or otherwise accept the MicroTraders.org Terms of Use prior to June 1, 2016: if you wish to take advantage of this feature, you must first affirmatively instruct MicroTraders by opting in to one of the two choices (i.e., auto-donation to MicroTraders or auto-withdrawal return to User).

For all other Users: you will upon registration on the Website automatically be opted-in to instructing MicroTraders to auto-convert any remaining account balances as a donation to MicroTraders's general operating expenses to further MicroTraders's philanthropic mission if your account becomes inactive for a period of 24 or more consecutive months. Please note that you are free to change this pre-set option in your discretion and at any time in advance (although you understand any funds that have been auto-donated based on the then-existing preference setting shall not be revocable once the auto-donation has taken place).

Basically,

IF YOUR MICROTRADERS ACCOUNT HAS NO ACTIVITY FOR 2 YEARS, IT WILL BECOME INACTIVE AND WE RESERVE THE RIGHT TO CLOSE IT. YOU CAN GO TO YOUR ACCOUNT SETTINGS TO LET US KNOW AHEAD OF TIME WHAT WE SHOULD DO WITH THE MONEY IN YOUR ACCOUNT IF THIS HAPPENS. BY DEFAULT, YOUR ACCOUNT BALANCE WILL BE DONATED TO MICROTRADERS IF YOUR ACCOUNT BECOMES INACTIVE. IF YOU DON'T WANT THAT TO OCCUR, YOU CAN CHANGE YOUR SETTINGS TO INSTRUCT MICROTRADERS TO RETURN YOUR INACTIVE FUNDS TO YOUR PAYPAL ACCOUNT. DEPENDING ON WHEN AND HOW YOU SIGNED UP FOR MICROTRADERS, YOU MAY NOT HAVE A DEFAULT SETTING. IF THIS IS THE CASE, YOU CAN GO TO YOUR ACCOUNT SETTINGS AND CHOOSE TO EITHER DONATE INACTIVE FUNDS TO MICROTRADERS OR HAVE THEM RETURNED TO YOU.

In the event that your account shows no activity for an extended period of time and (i) you have not indicated an instruction to MicroTraders through an inactivity preference selection described above or (ii) your instructions to have remaining balances returned to you cannot be successfully completed, whether due to invalid/incomplete information, your failure to claim the funds after thirty (30) calendar days have passed from the day MicroTraders has forwarded the funds to you, a return of funds back to MicroTraders

as unclaimed after MicroTraders has attempted to forward your funds to you, or for any other reason internal or external to MicroTraders, then MicroTraders may determine it is appropriate to forward (i.e., escheat) the balance remaining in your inactive MicroTraders account to the state government of your state of residency. In such a case, MicroTraders will determine your residency based on the state listed in your mailing address information that may have previously been made available to us. If your address is unknown or is outside of the USA, MicroTraders may then find it is appropriate to forward (escheat) your funds to the State of Virginia. If your funds are escheated to a state authority, you would have to contact the relevant state's unclaimed property administrator to reclaim such funds.

BASICALLY,

IF YOUR ACCOUNT BECOMES INACTIVE WITHOUT INSTRUCTIONS FOR WHAT TO DO WITH YOUR MONEY, WE MAY SEND IT TO YOUR HOME STATE GOVERNMENT SO THAT YOU CAN CLAIM IT LATER. WE MAY ALSO DO THIS IF YOU'VE TOLD US TO RETURN THE FUNDS TO YOUR PAYPAL ACCOUNT, BUT WE CAN'T FOR SOME REASON (FOR EXAMPLE, IF YOU HAVEN'T GIVEN US A CORRECT PAYPAL ACCOUNT). IF YOU LIVE OUTSIDE THE U.S., OR IF WE DON'T KNOW WHERE YOU LIVE, WE WILL SEND THE MONEY TO THE STATE OF VIRGINIA.

2. Additional Website Features

2.1. Auto-lending.

Without in any way limiting any provisions of Section 1 of this Agreement, MicroTraders may implement Website features pursuant to which a Lender / Donor may – in lieu of manually accessing his or her registered account to specify a Loan or Loans to make – establish account settings to automatically make Loans based on the Lender / Donor's prior instructions and without further direct input from the Lender / Donor, based on Lender / Donor-selected preferences, the amount of MicroTraders Credit available in the Lender / Donor's account, and other business factors, such as the availability of Loans on the Website and other parameters as may be determined by MicroTraders in its sole discretion. To the extent a Lender / Donor chooses to activate the auto-lending feature on the Lender / Donor's registered account (whether by manually changing settings by logging into a Lender / Donor's account, activating auto-lending via more automated tools that MicroTraders may offer from time to time such as via email or other electronic communications, or by otherwise contacting MicroTraders), and depending on the particular preferences selected by the Lender / Donor, any and all available MicroTraders Credit at any time in such Lender / Donor's account (including, but not limited to, repayments on previously made Loans or new MicroTraders Credit otherwise deposited into the Lender / Donor's account) may be subject to being automatically deployed under the auto-lending program. You understand and acknowledge, however, that a Lender / Donor's activation of the auto-lending choice on such Lender / Donor's account does not necessarily guarantee that Loans will be successfully made. Variables such as a Lender / Donor's particular set of auto-lending preferences, or the general availability of Loans not already funded through manual selection by other MicroTraders Lender / Donors, or other feature parameters as established by MicroTraders in its sole discretion, may impact the

chances of an automatic Loan being made. You further acknowledge and agree that any Loans transacted under the auto-lending feature are in all respects Loans voluntarily made by you as the Lender / Donor, based on your instructions as reflected in your preference settings simply executed by the MicroTraders system and subject to overall availability of Loans and other feature parameters, and are under no circumstances to be considered to be Loans chosen by MicroTraders on such Lender / Donor's behalf. Furthermore, in no event will a Loan made pursuant to the auto-lending feature, by a Lender / Donor who has chosen to activate the auto-lending feature, be cancellable or refundable by the Lender / Donor. You agree that MicroTraders and its Field Partners shall have no liability if for any reason less than 100% of a Loan made pursuant to auto-lending is repaid, and you hereby release and forever hold harmless MicroTraders and its Field Partners for any loss you may incur from an auto-lending Loan. MicroTraders may modify or terminate the auto-lending functionality at any time or from time to time.

Basically,

MICROTRADERS GIVES LENDER / DONORS THE OPTION TO HAVE THEIR MICROTRADERS CREDIT AUTOMATICALLY LENT AND RE-LENT ACCORDING TO CRITERIA THEY SET IN ADVANCE. MICROTRADERS ISN'T LIABLE FOR ANY MONEY YOU LOSE ON LOANS MADE USING THIS FEATURE, AND AUTO LOANS CANNOT BE CANCELED.

2.2. Dedicate a Loan Feature.

Users have the option to “Dedicate a Loan” at checkout. This feature allows a User to make a Loan in someone else’s honor (a “Dedicated Loan”), with any repayments going to support MicroTraders’s general operating expenses. If you choose to dedicate a Loan, you understand that any repayments with respect to such Dedicated Loan will not be returned to you, but will instead automatically be donated to MicroTraders to help further MicroTraders’s charitable mission. Each incremental Dedicated Loan repayment amount shall be treated as a donation by the purchaser of the Dedicated Loan to MicroTraders as of the date such repayment is received. The maker of a Dedicated Loan will not receive – and will not be entitled to – any repayments made (if any) or any other reimbursement or consideration for the Dedicated Loan.

Basically,

YOU MAY HAVE THE OPTION TO “DEDICATE A LOAN” IN SOMEONE’S HONOR AT CHECKOUT. IF YOU DO THIS, THE LOAN REPAYMENTS WILL NOT BE RETURNED TO YOU, BUT WILL INSTEAD BE DONATED TO MICROTRADERS.

2.3. Promotional Products.

MicroTraders may offer certain promotions and promotional products to Users. Any specific terms posted by MicroTraders with respect to such promotions and promotional products, as well as this Agreement, shall apply to all Users' participation in the promotion and use of promotional products.

Basically,

IF WE OFFER ANY SPECIAL PROMOTIONS TO YOU, WE MAY POST ADDITIONAL TERMS THAT APPLY TO THOSE PROMOTIONS. IT'S ALWAYS GOOD TO READ THE TERMS BEFORE PARTICIPATING IN A PROMOTION.

2.4. MicroTraders Cards.

A "MicroTraders Card" is a hybrid gift product with inherent built-in features that combine elements of both the ability to make a Loan on the Website and an automatic charitable donation to MicroTraders. The terms and conditions applicable to MicroTraders can be found [here](#).

Basically,

IF YOU WANT TO GIFT MICROTRADERS TO SOMEONE, YOU CAN PURCHASE A "MICROTRADERS CARD," WHICH ALLOWS THEM TO MAKE A LOAN ON MICROTRADERS, OR DONATES THE VALUE OF THE CARD TO MICROTRADERS IF THEY CHOOSE NOT TO MAKE A LOAN WITHIN 1 YEAR. THERE ARE SPECIFIC TERMS AND CONDITIONS THAT APPLY TO MICROTRADERS CARDS. YOU CAN [READ THOSE HERE](#).

2.5. Free Trial, Bonus, and Promotional Code Features.

From time to time, MicroTraders may offer features that enable a User to make a Loan on the Website without requiring such User to spend his or her own MicroTraders Credit or personal funds ("Free Trial, Bonus, and Promotional Code Features"). By participating in the Free Trial Feature, the Bonus Feature, and/or the Promotional Code Feature, you fully and unconditionally agree to be bound by this Agreement.

a. Free Trial Feature. The Free Trial Feature enables a new User to make a Loan on the Website using promotional credit not deposited by the new User ("Free Trial Credit"). While supplies last, you are eligible to make one (1) free trial Loan through the Free Trial Feature if:

- you currently are not a registered User, and you register a new account on the Website while the Free Trial Feature is being offered; or

- you are a registered User who has not previously conducted a transaction associated with your MicroTraders account (including without limitation making a donation to MicroTraders, buying a MicroTraders Card, redeeming a MicroTraders Card, making a Loan, and making a deposit of MicroTraders Credit), and you make a Loan via a Free Trial Feature URL link.

b. Bonus Feature. The Bonus Feature allows a registered User to make a subsidized Loan on the Website using promotional credit not deposited by the registered User (“Bonus Credit”). From time to time, the Bonus Feature may make you eligible to claim a Bonus Credit if you are a registered User and you successfully fulfill conditions such as the following (for example):

- you invite an individual who has not previously registered as a User;
- who ultimately registers on the Website and successfully makes a Loan on MicroTraders; and
- who confirms your status as being the inviter of the new Lender / Donor (e.g., by the new Lender / Donor’s clicking on the relevant invitation link or by identifying you as the inviter in the new Lender / Donor’s registration process).

Please note that from time to time the Bonus Feature may have differing eligibility and claiming criteria or requirements and that the subsidy value of the Bonus Credit offered may also vary by program. If Bonus Credit is available to be claimed, it will be deposited automatically into your MicroTraders account at the time you have successfully fulfilled the criteria or requirements. Bonus Credit that is successfully claimed by a registered User may be used to make an additional Loan on the Website without requiring such User to spend his or her own MicroTraders Credit or personal funds. Bonuses may only be used for a strictly limited period of time (as described in the particular program) after they are first deposited into the qualifying User’s MicroTraders account. To the extent that you have Bonus Credit in your account when you make a Loan on MicroTraders (excluding any Loans made by auto-lending), your available Bonus Credit will be used first in order of lending allocation priority, followed by your MicroTraders Credit.

c. Promotional Code Feature. The Promotional Code Feature allows a registered User to make a subsidized Loan on the Website using promotional credit not deposited by the registered User (“Promo Credit”). Promo Credits may have differing eligibility criteria and expiration dates, and the subsidy value of Promo Credits offered may vary by Program. A Promo Credit may be applied toward a Loan by following a specific URL to the Website or by entering a promotional code. To the extent that you have Promo Credit in your account when you make a Loan on MicroTraders (excluding any Loans made by auto-lending), your available Promo Credit will be used first in order of lending allocation priority, followed by your MicroTraders Credit.

Basically,

MAY OFFER “FREE TRIALS” OR “BONUSES” OR “PROMOTIONAL CODES” THAT ALLOW YOU TO MAKE A MICROTRADERS LOAN WITHOUT USING YOUR OWN MONEY. THIS SECTION EXPLAINS WHEN YOU MAY BE ELIGIBLE TO RECEIVE THESE PROMOTIONAL PRODUCTS.

d. Additional Terms Governing Free Trial and Bonus Features. Supplies of Free Trial and Bonus Credit are strictly limited and are available to be claimed only while supplies last on a “first claimed” basis. Receiving an offer to participate in the Free Trial Feature or the Bonus Feature does not guarantee that any Free Trial or Bonus Credit will be available for you to claim by the time you have satisfied the relevant requirements and criteria. Furthermore, claiming Free Trial or Bonus Credit does not guarantee that such Credit will still be available for your use by the time you attempt to use such Credit toward a Loan on the Website. Free Trial and Bonus Credit cannot be used for any purpose other than making a Loan on the Website during the eligibility period of such Credit successfully claimed, and the time for use of such Credit cannot be extended. Free Trial and Bonus Credit may not be substituted or exchanged for cash or other products or services. No replacement Free Trial or Bonus Credit can be offered (and no other compensation will be provided), including without limitation, in the event a Loan made with such Credit is refunded, becomes delinquent or defaults.

Please note that MicroTraders, in its sole discretion, may place limits or restrictions on the categories and types of Loans that may be made when using Free Trial and Bonus Credit (e.g., type of Loan, risk rating of Field Partner, term of Loan, or restricting use for auto-lending). If you make a Loan utilizing Free Trial or Bonus Credit, you understand that any repayments on such Loan will not be returned to you, but will instead automatically be returned either to a MicroTraders affiliate for future use to help further MicroTraders’s charitable mission or to the then-applicable MicroTraders supporter sponsoring the respective Free Trial or Bonus Feature. A User making a Loan with Free Trial or Bonus Credit will not receive – and will not be entitled to – repayments (if any) or any other reimbursement or consideration on the portion of such Loan funded using such Credit. Furthermore, any automatic return of repayments to a MicroTraders affiliate from any Loan you make with Free Trial or Bonus Credit does not qualify as a charitable donation to MicroTraders.

Basically,

FREE TRIALS AND BONUSES MAY EXPIRE BEFORE YOU USE THEM. IF YOU MAKE A LOAN USING A FREE TRIAL, BONUS OR PROMOTIONAL CODE, THAT LOAN WILL NOT BE REPAYED TO YOUR MICROTRADERS ACCOUNT. IN OTHER WORDS, YOU CAN’T MAKE MONEY ON THESE PROMOTIONAL CREDITS.

Any applicable Federal, state and local taxes with respect to Free Trial or Bonus Credits are the sole responsibility of the User. Any costs incurred in claiming the Free Trial or Bonus Credits are the User's sole responsibility. All determinations with respect to eligibility to participate in the Free Trial and Bonus Features (including, but not limited to, the satisfaction of criteria to claim Free Trial and Bonus Credits) shall be made solely by MicroTraders in its sole discretion and all MicroTraders determinations and decisions shall be final. Any User determined to be defrauding or attempting to defraud the Free Trial and Bonus Features (such as by using multiple email addresses to make multiple Loans with Free Trial Credit) or otherwise in breach of this Agreement, is subject to being disqualified from receiving Free Trial and Bonus Credit and/or forfeiting all received Free Trial and Bonus Credit without notice, in addition to all other remedies available to MicroTraders under this Agreement and under applicable laws. The Free Trial and Bonus Features are not valid where prohibited by law, and are subject to all applicable Federal, state, provincial, and local laws and regulations. MicroTraders accepts no responsibility or liability in connection with any loss or damages incurred by you in connection with receipt or use of Free Trial or Bonus Credits. By participating in the Free Trial Feature or Bonus Feature, or by otherwise using Free Trial or Bonus Credits, you agree to release and hold harmless MicroTraders from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever.

ANY ATTEMPT TO DELIBERATELY DEFRAUD MicroTraders OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION AND PROCESS OF THE FREE TRIAL FEATURE OR THE BONUS FEATURE IS A VIOLATION OF THIS AGREEMENT AND ANY APPLICABLE LAWS.

Basically,

YOU'RE RESPONSIBLE FOR ANY COSTS OR TAXES YOU MIGHT INCUR FROM USING FREE TRIALS OR BONUSES. MISUSING THESE FEATURES, SUCH AS BY USING MORE THAN ONE EMAIL ADDRESS TO CLAIM EXTRA FREE TRIALS, IS A VIOLATION OF THIS AGREEMENT (AND POSSIBLY THE LAW).

2.6. Donor Advised Fund.

MicroTraders may choose to operate one or more donor advised funds (each such fund a "DAF") in furtherance of the organization's charitable mission. From time to time, Users may become eligible to participate on the MicroTraders platform – such as via free trial Loans or Bonuses as described above – by exercising advisory privileges over certain funds donated to a MicroTraders DAF ("DAF Funds"). In such cases, a User understands and agrees that (i) the recommendation made by selecting a Loan to be supported with DAF Funds (whether via free trial loans, Bonuses, or other features that MicroTraders may offer from time to time) is advisory in nature only and that final discretion in the deployment of any DAF Funds ultimately rests with MicroTraders by law and (ii) such a User shall not exercise advisory privileges to satisfy a personal pledge or obligation or in a manner which results in any impermissible private benefit to the User, the funding donor of the applicable

DAF Funds, or any of such funder's affiliates. Certain Borrowers that are otherwise available to fund on the Website may not be eligible to receive DAF Funds.

Basically,

YOU MAY GET THE CHANCE TO MAKE A LOAN USING A FREE TRIAL, BONUS OR PROMOTIONAL CODE WITH MONEY THAT'S BEEN DONATED TO MICROTRADERS FOR THIS PURPOSE. YOU SHOULDN'T MAKE A PROMOTIONAL LOAN THAT BENEFITS YOU OR THE DONOR PERSONALLY (THIS WOULD BE UNLIKELY).

2.7. MicroTraders API.

The MicroTraders API is a service that MicroTraders provides to allow third parties to develop and offer applications, services and features using information from the Website and Program ("Third Party Applications"). Third Party Applications are not created or maintained by MicroTraders but by third parties. These third parties' terms of service and privacy policies govern your use of Third Party Applications. Any authorization you give to any third party or Third Party Application to access your account information and/or take actions on your behalf does not relieve you of any of your responsibilities under this Agreement. MicroTraders gives no guarantees or warranties with respect to any Third Party Application and is not responsible for your use of or inability to use any Third Party Application, including without limitation the content, accuracy, reliability or security of Third Party Applications or the privacy practices or other policies of third parties. You may revoke permissions that you have granted to a Third Party Application by logging into your account on the Website or by contacting MicroTraders.

Basically,

WE LET THIRD-PARTY DEVELOPERS MAKE MICROTRADERS-RELATED APPS AND SERVICES THAT ARE NOT CONTROLLED BY US. IF YOU USE ONE OF THESE SERVICES, IT'S AT YOUR OWN RISK, AND SUBJECT TO THE SERVICE'S SEPARATE TERMS AND POLICIES.

2.8. MicroTraders Resources; Independent MicroTraders Events.

MicroTraders does not review, approve, endorse, advise, or provide organizational oversight of MicroTraders-themed clubs and/or events established or held by persons who are not MicroTraders employees or formal volunteers. For example, educators and students might form independent school MicroTraders clubs or hold MicroTraders-themed lessons, and Users might host MicroTraders-themed events in their communities. While MicroTraders makes resources available, such as event ideas, MicroTraders in a box, MicroTraders U Toolkits, and lesson plans (collectively, the "Resources"), individuals and

groups that use the Resources do not have any official affiliation with MicroTraders. Although MicroTraders does not provide direct oversight or guidance to MicroTraders-themed clubs, groups, and/or events, you agree to uphold MicroTraders's values at all meetings and events, and in any promotion of your club, group or event. This means that you will promote an environment where all group members and/or event attendees are treated with respect, and are not discriminated against based on factors such as race, ethnicity, religion, gender or gender identity, sexual orientation, age, national origin, disability, or socioeconomic status.

You agree and understand that all Resources are provided on an "AS IS" and "WITH ALL FAULTS" basis, without warranties or representations of any kind, either express or implied. Your use of the Resources is at your sole risk, and MicroTraders expressly disclaims all liability arising from or relating to the Resources. While MicroTraders strives to provide useful and accurate information, MicroTraders does not warrant that the information offered in the Resources is free of errors or opinion biases. You further understand and acknowledge that you may be exposed to content that may be deemed offensive or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against MicroTraders with respect to the Resources.

YOU AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES OR DAMAGES YOU MAY SUSTAIN OR THAT MAY BE SUSTAINED BY OTHERS IN CONNECTION WITH YOUR USE OF THE RESOURCES AND/OR YOUR MicroTraders-THEMED MEETINGS OR EVENTS. YOU HEREBY RELEASE AND FOREVER HOLD HARMLESS MicroTraders FROM AND AGAINST ANY LIABILITY ARISING FROM SUCH INJURIES AND/OR DAMAGES.

Basically,

MICROTRADERS HAS RESOURCES TO HELP PEOPLE START MICROTRADERS CLUBS AT THEIR SCHOOL OR HOLD MICROTRADERS-THEMED EVENTS. HOWEVER, THESE CLUBS AND EVENTS ARE NOT FORMALLY AFFILIATED WITH MICROTRADERS, AND MICROTRADERS DOESN'T HAVE ANY CONTROL OVER THEM. IF YOU USE MICROTRADERS'S RESOURCES FOR INDEPENDENT CLUBS OR EVENTS, IT'S AT YOUR OWN RISK. YOU WON'T SUE MICROTRADERS FOR ANYTHING RELATING TO THESE CLUBS OR EVENTS.

3. Acceptable Use

3.1. Appropriate Conduct.

You may access and use the Website for your personal, non-commercial use in connection with the Program (provided that Borrowers may promote their businesses on their Loan profile pages). The Website may not be accessed or used by you in connection with any other endeavors – commercial or otherwise – except as previously approved in writing by an authorized representative of MicroTraders. Your access and use of the Website and

participation in the Program shall be in strict compliance with this Agreement, including, without limitation, MicroTraders's Privacy Policy, all other procedures and guidelines set forth on the Website and as part of the Program, as well as applicable law. Only authorized Field Partners and authorized Borrowers may seek Loans on the Website or otherwise through the Program (provided that you may apply to become an authorized Borrower through MicroTraders's formal application process). MicroTraders has the right to investigate and take appropriate legal action (including, without limitation, civil, criminal and injunctive redress) against any illegal and/or unauthorized uses of the Website or exploitations of the Program, including collecting or harvesting (whether or not by automated scripts) the name, email address or any other personal or confidential information of any User, Field Partner, Borrower or any other person by electronic or other means for any reason, including, without limitation, the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

You may not use the Website in any manner that could damage, disable, overburden or impair the Website or software, systems or equipment of MicroTraders or any User, Field Partner, or other person. You may not use the Website in any manner that, in MicroTraders's sole discretion, creates a poor user experience for any other User, such as by posting content specifically designed to attract a negative reaction from an individual or group, or by "keyword stuffing" lending team pages (loading a page description with keywords in an attempt to manipulate the page's ranking in search results). Although MicroTraders assumes no obligation to monitor the conduct of any User on or off the Website or through the Program, it is a violation of this Agreement to use the Website or Program, or any information obtained from the Website or Program, in order to: (i) harass, abuse, or harm another person (including, but not limited to, using profanity in Lender / Donor messages or creating or joining lending teams in bad faith), (ii) prevent or exclude others, who are using the Website in compliance with this Agreement, from accessing, viewing or funding a particular Borrower profile, (iii) promote or enable illegal activities, (iv) defraud or deceive any person, (v) promote or solicit involvement in support of any political platform, legislation or campaign activity for or against political candidates, (vi) publicly share information about a Borrower's delinquency or default, (vii) access and use the Website by scripts, bots or other automated technology, (viii) contact, advertise to, solicit, "spam," or sell to any User, Field Partner, Trustee, Borrower or other person without their prior explicit consent (provided that Borrowers may promote their businesses to Users in a respectful way), or (ix) post, upload, submit, transmit or otherwise share any content, including, but not limited to, written materials or images, that in MicroTraders's opinion is obscene, harassing, contains profanity, or may be hateful or offensive on racial, ethnic, sexual or any other grounds; is harmful, vulgar or distasteful; contains graphic or gratuitous violence; is defamatory, libelous, or invades another person's privacy or proprietary rights; or contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful or disruptive codes, components or devices.

MicroTraders reserves the right at all times (but will not have an obligation) to restrict, suspend or terminate the participation of any User or any lending team from the Website and the Program at any time, with or without prior notice. In order to protect Users and other persons from advertising, solicitation or harassment, MicroTraders reserves the right to remove or refuse to post or distribute any content from the Website that violates

acceptable use in MicroTraders's sole discretion and restrict the number of emails or messages that a User may send to others through the Website in any 24-hour or other period to a number that MicroTraders deems appropriate, in MicroTraders's sole and absolute discretion.

Basically,

THIS SECTION IS ABOUT THE DOS AND DON'TS OF USING MICROTRADERS. DO USE MICROTRADERS TO MAKE LOANS AND PARTICIPATE IN OUR LENDING COMMUNITY. DON'T DO ANYTHING THAT CAUSES A NEGATIVE EXPERIENCE FOR OTHER MICROTRADERS USERS (LIKE SENDING SPAM OR POSTING OFFENSIVE CONTENT). MICROTRADERS IS THE JUDGE OF WHAT'S INAPPROPRIATE, AND WE CAN SUSPEND YOUR ACCOUNT FOR BAD BEHAVIOR. YOU CAN READ THE GUIDELINES [HERE](#).

3.2. Safety and Security.

To protect your own safety and well-being, you agree to take prudent safeguards and precautions in your participation in the Program, including without limitation in your interaction with other Users, whether offline or online. MicroTraders strongly recommends that you do not post any personal contact information (for example, personal email addresses, personal phone numbers or home addresses) and use your discretion if any person (a) requests to communicate outside of the Website (for example, by email, phone or in-person), (b) requests money, goods or any similar type of assistance other than through an official Loan request on the Website, (c) asks for assistance with personal transactions (for example, depositing funds and shipping merchandise), or (d) requests your personal contact information or financial information. You agree never to share (i) your credit card number or bank information, (ii) Social Security Number or government-issued identification numbers (for example, driver's license number) or (iii) mother's maiden name or other private information that can be used to access your financial information. As with any interaction, keep in mind that it is always possible for people to misrepresent themselves.

In consideration of your use of the Website or participation in the Program, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to MicroTraders, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You agree not to impersonate any person or entity. You will promptly report to MicroTraders any violation of this Agreement by others of which you become aware.

Basically,

LIKE WITH ALL ONLINE PLATFORMS, YOU SHOULD BE CAUTIOUS WITH YOUR PERSONAL INFORMATION AND STAY ALERT FOR SCAMMERS WHO MAY TRY TO CONTACT YOU THROUGH MICROTRADERS'S MESSAGING FEATURES OR IMPERSONATE MICROTRADERS THROUGH OTHER COMMUNICATION CHANNELS. NEVER GIVE OUT YOUR FINANCIAL INFORMATION, PERSONAL ID NUMBERS OR ACCOUNT PASSWORD. BE HONEST WITH THE INFORMATION YOU USE TO SIGN UP FOR MICROTRADERS, AND LET US KNOW IF YOU BECOME AWARE OF ANY FRAUDSTERS.

4. Proprietary Rights

4.1. Rights in Content on the Website.

"MicroTraders," the "MicroTraders" logo and other MicroTraders graphics, logos, designs, page headers, button icons, scripts, names and branding are trademarks, service marks or trade dress of MicroTraders (collectively, "MicroTraders Marks"). MicroTraders Marks may not be used, including, without limitation, as part of trademarks or domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of MicroTraders. MicroTraders or its licensors own and retain all proprietary rights in the Program, the Website and all content, material and information posted, uploaded, transmitted or otherwise shared by MicroTraders thereon (collectively, "Content"). The Website and Program contain the copyrighted material, trademarks and other proprietary information of MicroTraders and its licensors. You may display and make limited copies of the Content (other than the MicroTraders Marks) for your personal, non-commercial use in connection with your participation in the Program (except as provided herein), but you may not alter, modify, publish, distribute, publicly display or sell any Content or other such proprietary information, or otherwise copy, transmit or use any Content or other such proprietary information without the express, prior written permission of MicroTraders. In addition, to the extent you receive information from MicroTraders, its Field Partners, Trustees, or Borrowers with respect to any Borrower, and that information is later removed from the Website (including, without limitation, due to the Loan delinquency or default of a particular Borrower or the sensitive nature of particular Borrower profiles), you may not further disclose or otherwise provide such information to another party in a way that allows a personal identification of such Borrower, if such Borrower (either directly or through the corresponding Field Partner, Trustee, or MicroTraders) has opted to have his or her identity withheld on the Website.

Basically,

MICROTRADERS OWNS OUR NAME, LOGO, BRANDING AND ALL THE CONTENT ON OUR WEBSITE, AND YOU CAN'T USE IT WITHOUT OUR PERMISSION. THAT SAID, YOU CAN SHARE

WEBSITE CONTENT IF IT RELATES TO YOUR USE OF MICROTRADERS (AND IF YOU'RE NOT MAKING ANY MONEY OFF IT).

If we later remove content (like borrower information) from the MicroTraders website, you shouldn't continue to share that information with others. You also shouldn't publicly share information about borrower delinquency or defaults.

If you post, upload, submit, transmit or otherwise share any messages or other content, information, images, photographs, pictures or other materials on the Website or to MicroTraders in connection with or arising from your participation in the Program, including without limitation any feedback provided to MicroTraders (collectively, "User Generated Content"), you agree to grant, and hereby grant to MicroTraders an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to: (a) use, copy, perform, display and distribute the User Generated Content; (b) modify, alter, prepare derivative works of, and/or incorporate into other works, the User Generated Content; and (c) grant and authorize sublicenses of the foregoing. You represent and warrant that you have the right, power and authority to grant the foregoing license. In addition, you agree to release, discharge and agree to hold harmless MicroTraders from any and all claims or liability, whether known or unknown, including any and all claims in connection with the publication, production, processing, distribution or exploitation of the User Generated Content, including, without limitation, any claims of infringement or violation of any intellectual property, moral, publicity, privacy or proprietary rights.

Basically,

WE CAN USE ANYTHING YOU POST ON THE MICROTRADERS WEBSITE (LIKE PROFILE INFORMATION OR MESSAGE BOARD COMMENTS), AND WE CAN GIVE OTHERS PERMISSION TO USE IT TOO. WE DON'T HAVE TO PAY YOU FOR THE USE OF THIS CONTENT, AND YOU WON'T SUE US OVER ITS USE, OR OVER ANYTHING POSTED TO THE WEBSITE BY ANOTHER USER. YOU SHOULDN'T POST ANYTHING YOU DON'T HAVE PERMISSION TO POST (LIKE A PICTURE THAT ISN'T YOURS).

You acknowledge, consent and agree that MicroTraders may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and User Generated Content in order to: (i) comply with any applicable law, regulation, legal process, or governmental request; (ii) respond to claims that any Content violates the rights of third parties, including without limitation intellectual property rights; (iii) enforce this Agreement and investigate potential violations thereof; (iv) detect, prevent, or otherwise address fraud, security, or technical issues; (v) respond to your requests for

customer service; or (vi) protect the rights, property, or personal safety of MicroTraders, its users, or the public. Please see the Privacy Policy for more information regarding the use and disclosure of your information as part of the Program.

Basically,

WE CAN VIEW, SAVE AND SHARE ANYTHING YOU POST ON THE WEBSITE, AS WELL AS YOUR ACCOUNT INFORMATION, FOR THE REASONS LISTED IN THIS SECTION. OUR [PRIVACY POLICY](#) SAYS MORE ABOUT HOW WE COLLECT AND USE YOUR INFORMATION AND CONTENT.

4.2. Notices of Infringement.

To file a notice of infringing material on the Website, please provide a notification containing the following details:

- Reasonably sufficient details to enable MicroTraders to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
- Reasonably sufficient details to enable MicroTraders to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- Your contact information so that MicroTraders can contact you (for example, your address, telephone number, email address);
- A statement that you have a good faith belief that the use of the material identified by you is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- Your physical or electronic signature.

Then send this notice to:

By Mail:

MicroTraders Microfunds

Legal Department

7305 Hancock Village Dr. #230 Chesterfield, VA, 23832

By Fax: 888-495-8194

Attn: Legal Department, MicroTraders

(202) 900-9058

By Email:
copyright@MicroTraders.org

If material that you have posted to the Website has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which MicroTraders is located and that you will accept service of process from the person who submitted a notice in compliance with Section (c)(1)(C) of the DMCA, as generally described above; and
- Your physical or electronic signature.

Then send this notice to MicroTraders's DMCA Agent based on the contact information provided above in this Section.

Basically,

IF YOU SEE SOMETHING POSTED TO THE MICROTRADERS WEBSITE WITHOUT ITS OWNER'S PERMISSION, PLEASE LET US KNOW BY FOLLOWING THE INSTRUCTIONS IN THIS SECTION. IF WE REMOVE SOMETHING YOU'VE POSTED AND YOU THINK YOU HAD THE RIGHT TO POST IT, YOU CAN LET US KNOW ABOUT THAT TOO.

4.3. Third Party Content and Sites.

The Website contains (or you may be sent through the Website) links to other web sites ("Third Party Sites"), as well as content, information, images, photographs, pictures and materials (including, without limitation, text, graphics, designs, music, sound, video, information and software) belonging to or originating from third parties ("Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by MicroTraders, and MicroTraders is not responsible for any Third Party Sites accessed through the Website or any Third Party Content posted, uploaded, transmitted or otherwise shared on the Website, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content.

Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by MicroTraders. If you decide to leave the Website and access a Third Party Site, you do so at your own risk and you should be aware that MicroTraders's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

Basically,

MICROTRADERS DOESN'T MONITOR EVERYTHING THAT USERS POST TO THE WEBSITE, INCLUDING LINKS TO OTHER WEBSITES, SO WE CAN'T GUARANTEE THAT THEY ARE SAFE OR RELIABLE. IF YOU FOLLOW LINKS TO OTHER WEBSITES, IT'S AT YOUR OWN RISK.

5. Disclaimers; Limitation of Liability

MicroTraders is not responsible, and shall have no liability, for any incorrect or inaccurate content posted on the Website or any liability, cost or expense you may incur in connection with the Website or Program, whether caused by any User, Field Partner, Trustee, Borrower or other person or by any of the equipment or programming associated with or utilized in the Program. You also acknowledge and agree that neither Field Partners, Trustees, nor Borrowers are liable for content created and posted on the Website, and neither Field Partners nor Trustees guarantee repayment by any Borrower. MicroTraders is not responsible for the conduct, whether online or offline, of any User of the Website or any other person. With respect to the Website and Program, MicroTraders assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications.

MicroTraders is not responsible for your interactions with any Field Partners, Trustees, any other User or any Borrower (even to the extent prohibited by this Agreement) and any disputes or damages that may result from such interactions. MicroTraders reserves the right, but has no obligation, to monitor disputes between you and such persons.

Under no circumstances will MicroTraders be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from any use of the Website or participation in the Program, including without limitation any content posted, uploaded, submitted, transmitted or otherwise shared on the Website or any interactions between any Users of the Website or Program, whether online or offline. MicroTraders does not represent, warrant, covenant, guarantee or promise any specific results from use of the Website or the Program.

Basically,

MICROTRADERS ISN'T LIABLE FOR ANY PROBLEMS YOU MAY HAVE IF YOU USE THE WEBSITE FOR LENDING, BORROWING OR OTHERWISE, EVEN IF THOSE PROBLEMS ARE CAUSED BY OUR

MISTAKE OR ANOTHER PERSON'S BAD BEHAVIOR. FIELD PARTNERS, TRUSTEES AND BORROWERS AREN'T LIABLE TO YOU EITHER.

THE WEBSITE AND PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR INFORMATION CONTAINED WITHIN IT (INCLUDING THIRD PARTY DATA PROVIDED TO MicroTraders) OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE PROGRAM, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND PARTICIPATION IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO ALL OF THE RISKS ASSOCIATED WITH ANY ONLINE AND OFFLINE INTERACTIONS WITH ANY PERSON.

MicroTraders will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (a) any such inaccuracy, error, delay or omission, (b) non-performance or (c) interruption in any such third party data due either to any negligent act or omission by MicroTraders or "force majeure" or any other cause beyond the control of MicroTraders.

Basically,

AGAIN, YOU USE MICROTRADERS AT YOUR OWN RISK. WHILE WE HOPE YOU HAVE A GREAT EXPERIENCE, WE DON'T MAKE ANY PROMISES OR GUARANTEES ABOUT THE SERVICE WE PROVIDE OR THE EXPERIENCE YOU'LL HAVE.

You understand that any and all decisions made by you with respect to the Website and Program are yours alone. MicroTraders cannot and does not verify the accuracy of information from Field Partners, Trustees, other Users, or Borrowers. MicroTraders shall not be responsible, or have any duty or obligation to, or liability for: (a) decisions or interactions resulting (directly or indirectly) from participation in the Program; or (b) any damages, costs, losses or expenses a User incurs as a result (directly or indirectly) of making a Loan to a Borrower or as a result (directly or indirectly) of utilizing the Program or information received in connection with the Program. You acknowledge and agree that MicroTraders is not acting as your fiduciary, and MicroTraders assumes no advisory or fiduciary responsibility with respect to you in connection with the Website or your participation in the Program (including without limitation, regarding your funding of Loans). In addition, in no event will MicroTraders be liable to you or any third person for any damages, costs, losses or expenses, including any lost capital, lost profits or special, incidental, consequential or punitive damages arising from your use of the Website or participation in the Program, even if MicroTraders has been advised of the possibility of such damages, costs, losses or expenses.

Basically,

WHILE WE STRIVE FOR CORRECT INFORMATION ON THE MICROTRADERS WEBSITE, WE DON'T DOUBLE CHECK THE ACCURACY OF EVERYTHING POSTED ON OUR WEBSITE, INCLUDING LOANS POSTED BY FIELD PARTNERS. WHEN YOU USE THE MICROTRADERS WEBSITE OR MAKE A LOAN, YOU ASSUME THE RISKS AND ARE RESPONSIBLE FOR YOUR OWN DECISIONS.

6. Governing Law; Resolution of Disputes; Arbitration and Waivers

This Agreement is governed by the laws of the State of California, USA, without regard to its choice of law or conflict of law provisions. If any dispute arises between you and MicroTraders, including, without limitation, any dispute arising from or relating to the Website or the Program, you agree that all such disputes will be determined exclusively by final and binding arbitration, in accordance with the then existing commercial rules of the American Arbitration Association in San Francisco if the amount claimed is greater than \$100 and otherwise over the telephone or in another city in which MicroTraders is located. The arbitration shall be heard and adjudicated by one arbitrator to be selected by you and MicroTraders. Any award will be final, binding and conclusive upon the parties, subject only to judicial review provided by California statute, and a judgment rendered on the arbitration award can be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either you or MicroTraders may seek any injunctive relief in a state or federal court in San Francisco, California, as may be necessary to preserve rights pending the completion of arbitration and MicroTraders may seek any injunctive relief in a state or federal court in San Francisco, California, or another court of competent jurisdiction, at any time against any violations of Section 3 (Acceptable Use) or Section 4 (Proprietary Rights) of this Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BY AGREEING TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION, YOU AND MicroTraders HEREBY WAIVE YOUR RIGHT TO A JURY OR COURT TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED USE HEREIN, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS, EXCEPT AS SPECIFICALLY PROVIDED ABOVE.

You waive, to the maximum extent not prohibited by law, any right you may have to claim or recover, in any legal action or proceeding, any special, exemplary, punitive or consequential damages.

Basically,

IF YOU HAVE A DISPUTE WITH MICROTRADERS, YOU AGREE TO SOLVE IT THROUGH ARBITRATION INSTEAD OF A LAWSUIT. THIS MEANS AN INDEPENDENT PERSON WHOSE JOB IT IS TO SOLVE DISPUTES WILL MAKE A BINDING DECISION. IN OTHER WORDS, YOU'RE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL AND YOU AGREE TO BE SUBJECT TO CALIFORNIA LAW, NO MATTER WHERE YOU LIVE.

7. Indemnity

You agree to indemnify and hold MicroTraders harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made or incurred by any third party due to or arising (directly or indirectly) out of your use of the Website or participation in the Program or arising from your breach of this Agreement.

Basically,

IF SOMEONE ELSE SUES US BECAUSE OF SOMETHING YOU DID RELATING TO MICROTRADERS, YOU'LL REIMBURSE US FOR OUR COSTS.

8. Term; Termination

This Agreement will remain in full force and effect while you access or use the Website or participate in the Program as a User and, notwithstanding anything herein to the contrary, this Agreement will remain in effect after your participation in the Program and registered account is terminated. From time to time, MicroTraders may make features available to Users as part of the Program. MicroTraders reserves the right, in its sole discretion, to include or cease providing these features at any time. Whether or not you are and remain eligible to participate in the Program, use the Website, or take advantage of any MicroTraders services, may be determined by MicroTraders in its sole and absolute discretion. You may terminate your participation in the Program and registered account at any time and for any reason by sending a written notice of termination to MicroTraders along with instructions for the disposition of your then-available MicroTraders Credit and any additional credits that you may receive in the future (e.g., based on repayments of then-outstanding and active Loans), such notice to be effective within three (3) days of receipt by MicroTraders. MicroTraders may also terminate your participation in the Program and registered account at any time and for any reason, effective upon transmission of notice to you at the email address you provide to MicroTraders. Upon such a MicroTraders-initiated termination, your available MicroTraders Credit shall be returned to you within thirty (30) days of account termination and any MicroTraders Credit you may receive in the future shall also be returned to you in due course. If your participation in the Program and registered account is terminated by MicroTraders, you agree not to access or use the Website or participate in the Program. If you violate this Agreement or if your participation in the Program or registered account is terminated, MicroTraders has the right to delete your profile and remove your User Generated Content.

Basically,

YOU AGREE TO THESE TERMS BOTH DURING YOUR USE OF MICROTRADERS AND AFTER YOU CLOSE YOUR ACCOUNT. IF YOU WANT TO CLOSE YOUR ACCOUNT, YOU SHOULD LET US KNOW

WHERE TO SEND YOUR MONEY (AS WELL AS ANY FUTURE LOAN REPAYMENTS). WE ALSO RESERVE THE RIGHT TO CLOSE YOUR ACCOUNT AND NOTIFY YOU THAT YOU CANNOT USE MICROTRADERS ANYMORE. IF WE DO THIS, YOU CAN'T MAKE A NEW ACCOUNT AND KEEP USING MICROTRADERS, BUT WE'LL CONTINUE TO SEND YOU YOUR REPAYMENTS AS THEY COME IN.

We also can stop providing features of our website and lending program at any time.

9. Entire Agreement; Severability; Assignment

This Agreement, accepted upon your access and use of the Website or participation in the Program and further affirmed by becoming a User, contains the entire agreement between you and MicroTraders regarding the use of the Website or the Program. Notwithstanding the foregoing, the following applies to Borrowers, Trustees, and Field Partners: in the event of any irreconcilable conflict between your separate written Borrower, Trustee, or Field Partner agreement with MicroTraders (as applicable) and this Terms of Use Agreement, the provisions of your Borrower, Trustee, or Field Partner agreement (as applicable) shall govern with respect to such conflict. This Agreement may not be orally amended. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

This Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and permitted assigns. MicroTraders has the right to delegate, assign and otherwise transfer any or all of its rights and duties under this Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Please contact us at contactus@MicroTraders.org with any questions regarding this Agreement, or to request a written copy of this Agreement.