TERMS OF USE

CHALLENGE

Challenge web site usage agreement

This web site, the cfsnow.com site (the "Site"), is provided by Challenge Financial Services, Inc. ("Challenge"). Please read these terms and conditions carefully before using this site, or accessing, using and/or uploading information to the site. You agree on your own behalf and on behalf of each entity on whose behalf you are acting, to be bound by these terms and conditions, as well as the privacy policy as supplemented or modified by Challenge from time to time, for each use and access of this site. These terms and conditions apply exclusively to your use and access of the site. Nothing herein is intended to, nor does it, alter, modify or change the terms and conditions of any existing agreement you have with Challenge. Please note that these Terms and Conditions contain waivers by you of certain rights you may have against Challenge and its affiliates. If you do not agree to abide by these terms and conditions or any future terms and conditions, please do not use the Site or download materials from the Site. These terms apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with Challenge.

Restrictions on use

In order to use the Site, you must be: (i) At least 18 years old, and (ii) a resident of the United States. If you do not satisfy these restrictions on use, please do not use the Site or download materials from the Site.

Limited license

Subject to the terms and conditions set forth in this Agreement, Challenge grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the materials there on. You agree not to interrupt or attempt to interrupt the operation of the Site in any way.

Trademarks

All trademarks on this Site are either trademarks or registered trademarks of Challenge or its affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission. Page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of this Site and may not be copied, imitated or used, in whole or in part, without our prior written permission.

User conduct

In using the Site, you agree:

- Not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked web sites;
- Not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Sites;
- Not to upload, post or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files;
- Not to use or attempt to use or access another person's account or personal information, or create or use a false identity on the Site;
- Not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and
- Not to use any robot, spider or other automatic device, or manual process to monitor, extract, collect, harvest or copy the web pages or any data or data fields contained at the site including, but not limited to, personally identifiable information of any other user of the site, or the names of customers of Challenge or its affiliates.

Challenge may make changes to the site, the materials and the products, programs, services or prices (if any) described in the site at any time without notice.

Challenge does not make any warranty that your use of this site or the materials will be uninterrupted, timely, secure, or error free, or that defects, if any, will be corrected. Challenge assumes no responsibility for any damages that may be suffered by you, including, but not limited to, losses from delays, nondeliveries of content or any communications, errors, system down time, misdeliveries or miscommunications, network or system outages, file corruption, or service interruptions cause by the negligence of Challenge, its affiliates, its licensors, or your own errors and/or omissions. The site, the information and materials on the site, and any software made available on the site, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you

Third-party sites

As a convenience to you, Challenge may provide, on the Site, links to web sites operated by third parties. Challenge hereby disclaims liability for any information, materials, products or services posted or offered at any of the third party web sites linked to this site. If you use these sites, you will leave the Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Challenge makes no warranty or representation regarding, and does not endorse, any linked web sites or the information appearing thereon or any of the products or services described thereon. Any such site may contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements and postings in online community discussions. You agree that neither Challenge nor its affiliates, business partners or service providers shall have any liability whatsoever to you for any such third party material, data or information. Links from Other Web Sites. All links to this Site must be approved in writing by Challenge.

Information provided by you

Challenge does not want you to, and you should not, send any confidential or proprietary information to Challenge via the Site, except for certain information requested in connection with customer service. You further recognize that Challenge does not want you to, and you warrant that you shall not, provide any information or materials to Chal-lenge that are defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the propri-etary material of another.

Payments

All payments made through this Site are final at time the payment is submitted. Challenge does not provide refunds. For questions about payments please contact 1-800-541-1417.

Limitation of damages

In no event shall Challenge or any of its respective affiliates or subsidiaries be liable to any entity for any direct, indirect, special, consequential or other damages including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system that are the site or any linked website, even if Challenge is expressly advised of the possibility of such damages. In no event shall the aggregate liability of Challenge, its affiliates, and their respective directors, officers, employees and agents, exceed one hundred dollars (\$100), regardless of the cause of action, whether in contract, tort or otherwise. The negation of damages set forth above are fundamental elements of the basis of the bargain between Challenge and you. This service and the materials would not be provided without such limitations. The limitations of liability and disclaimers herein contained apply regardless of the form of action, whether in contract, warranty, strict liability, negligence or other tort and shall survive the termination of your use or access to the site, a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

Changes

Challenge reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such changes is posted on the Site. Your continued use of the Site after any changes to this Agreement are posted will be considered acceptance of those changes. Challenge may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. Challenge may remove, modify or otherwise change any content, including that of third parties, on or from the Site. Challenge also may impose limits on certain features and services or restrict your access to part or all of the Site without notice or liability. Challenge may terminate the authorization, rights and license given above and, upon such termination, you shall immediately destroy all Materials. Challenge may terminate your use of the Site at any time in its sole discretion.

Access to product and service information

Information regarding products or services available through this Site is for your convenience only and is not intended as a substitute for any periodic account or billing statement with respect to such products and services, and should not be relied upon as such. You agree that the features and information available within this Site do not supercede, replace or otherwise modify the rights or obligations of you, Challenge or its subsidiaries or affiliates pursuant to the agreement(s) applicable to such products or services.

International use and choice of law

The Site is controlled, operated and administered by Challenge from its offices within the United States of America. Access to the Site from territories where its contents are illegal is prohibited. Challenge's Web Site Usage Agreement shall be governed by the laws of the State of California and the federal laws of the United States of America, without giving effect to their conflict of laws provisions. For all disputes arising from or related to the Site, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in California. This Agreement constitutes the entire agreement between Challenge and you with respect to the terms of usage for the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

Opt-in communications

In order to use this service you may be contacted by phone, e-mail, or text using an automated system at the contact methods you have provided and may incur your regular carrier charges as a result. You maybe be sent a confirmation message to your mobile device. Reply "STOP" to end further messages.

Copyright notices

Except as otherwise noted on this web site, the contents of this web site are copyrighted © 2012 by Challenge. All rights are reserved. No part of the materials on this web site, including web site text, graphics and html code, may be reproduced or transmitted in any form by any means without the express written consent of Challenge.

Miscellaneous

Subject to the terms of any other agreement(s) applicable to any products or services accessed or obtained by you from us, these terms constitute the entire agreement between you and us governing your use of this Site. Should any provision in these terms conflict with the terms of any other agreement applicable to any products or services accessed, requested or obtained by you from us, the terms of such other agreement(s) will control with respect to the products and services to which such terms apply. Should any provision in these terms be found to be invalid or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to these terms or your use of this Site must be filed within one (1) year after it arises.