

WIKILOAN'S TERMS AND CONDITIONS

TERMS AND CONDITIONS OF USE

I. Introduction.

All persons who participate in the WikiLoan peer to peer lending process using the WikiLoan software program ("WikiLoan platform") either as a borrower or a lender, agree that their transactions using the WikiLoan website and potential or actual peer to peer lending process using the WikiLoan platform shall be subject to these Terms and Conditions of Use (the "Agreement").

WikiLoan operates its WikiLoan platform through its website at www.wikiloan.com, and it shall have the right at any time to change or discontinue any aspect or feature of the website or loan platform, and the right to modify the terms and conditions applicable to users of the WikiLoan platform, including these Terms and Conditions of Use. Such changes, modifications, additions or deletions shall be effective within seven (7) days upon posting on its website, but any change in charges or fees shall apply only to loan transactions made after the effective date of the change.

II. WikiLoan. Platform and Services

WikiLoan has developed user friendly online software platform to provide a method for peer to peer lending over the internet. As such, we offer our platform to individual borrowers and lenders to facilitate private loans between those individuals. We do not find lenders or guarantee funding of any loan request. WikiLoan does not make loans itself.

In addition to providing a user friendly platform for individuals seeking to borrow money to request other individuals to act as lenders to fund loans for a requested amount at specified interest and payment periods, we provide services in two basic areas: We offer prospective individual borrowers and lenders the use of customized loan form documentation and we provide administrative services set forth below.

Loan Documentation. WikiLoan provides a basic promissory note form setting forth a promise to pay by the borrower, and the typical rights a lender would expect to have if payment is not made as promised. The note form is intended to set forth the general terms of the borrower's promised obligation for repayment of the loan, and the lender's rights if payment is not made, but we cannot guarantee enforceability of specific terms of the document, or the document itself, in a specific state.

The WikiLoan platform will assist in customizing the note form for the borrower and lender, based on the specific terms offered by a borrower, and accepted by a lender. Such administrative service, however, does not make us part of the loan transaction. A private peer to peer loan is a significant legal transaction and every person's situation is unique. Any individual contemplating a private loan transaction, either as a borrower or a lender, should carefully review the risks and benefits of such a transaction before entering into it. Each person, however, is

solely responsible for making the decision to participate as a borrower or a lender using our website or platform.

When sufficient lenders have agreed to fund the loan upon the terms proposed by the borrower, and the borrower has signed a note and received the funds, the note becomes a binding promise to pay. Each loan document is intended to be used solely for the transaction between a borrower and a lender, and is intended solely for the exclusive use in the private loan transaction between a borrower and a lender. As of this date, the WikiLoan platform and documentation only permits unsecured loans. (We intended to have secured loan documents and procedures available soon.)

WikiLoan, of course, is not a law firm or an accounting firm and does not provide legal or tax advice in any way. We can make no assurance that the loan documents or the terms of the loan are legally enforceable in a specific state, or how the transaction will be treated for tax purposes.

WIKILOAN CANNOT GIVE AND DOES NOT OFFER LEGAL ADVICE TO ANY BORROWER OR LENDER WHO USE ITS WEBSITE, DOCUMENTS, SERVICES OR THE WIKILOAN PLATFORM. PLEASE CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS REGARDING THE ENFORCEABILITY OF ANY PROVISION OF THE NOTE, INCLUDING THE INTEREST RATE.

Information and Processing . WikiLoan provides two basic services in connection with its WikiLoan electronic platform.

First, we have developed "WikiScore." WikiScore is a weighted scoring system based on the three scores reported by the prominent US credit reporting agencies ("CRA"): Experian, Equifax and TransUnion. WikiScore is based on the following calculation: Low CRA Score x 1 plus Middle CRA Score x 3 plus High CRA Score x 2) divided by 6 = WikiScore. The score is then graded according to the following categories:

A+ = 800-850 A = 720-799

B+ = 690-719 B = 660-689

C+ = 640-659 C = 620-639

D = 600-619 and F = 0-599

While WikiScore is intended as a guide to assist individual lenders, we can make no representations regarding the WikiScore rating. If you decide to become a peer to peer lender, you specifically acknowledge and agree that you have to make the decision to advance funds to a borrower for a particular loan based entirely on your own judgment.

The WikiLoan platform provides electronic transfers of payments by the borrower, and electronic disbursements of those payments to the lender(s). When a loan requested by a borrower is accepted and agreed to be funded by a lender (or lenders), we will arrange for the execution of the promissory note by the borrower (using borrower's electronic signature) and a

transfer of the funds electronically from the lender(s) to the borrower's account (at borrower's financial institution). Once a loan between a borrower and lender is agreed upon and funded, we assist in working with the parties to complete their obligations by sending electronic payment reminders to the borrower. (See Section __, Notifications and Processes Regarding Payment Notices, Late Fees and Collections).

The WikiLoan platform provides a method for electronic payments by borrower and prompt distribution of those payments to the appropriate lender's Account set up in WikiLoan's bank. Each lender is then able to withdraw that amount from his or her WikiLoan Lender's Account at his or her discretion. An accounting on the status of each loan transaction is available to the borrower and lender on WikiLoan's website.

WikiLoan provides other administrative services related to the above two basic services, such as document storage, insertion of the borrower's requested terms in the promissory note form, reporting to credit reporting agencies, transfer of defaulted accounts to an independent debt collector, and related services as you might expect in connection with these services described.

III. WikiLoan. Fees and Charges

Borrowers Application Fee . First, if you want to seek a loan, we charge you a one time application fee of \$24.95 to request a peer to peer loan using WikiLoan's platform. This application fee covers the cost of obtaining your credit scores from the three major credit reporting agencies (Experian, Equifax and TransUnion), calculating your WikiScore (see Section II), customizing the promissory note form with your requested specific terms for the loan, and permitting you to post your loan request so that it may be accessed by possible peer to peer lenders through the WikiLoan platform. A separate fee must be paid for each loan requested.

The application fee is non refundable, and is collected whether or not you are successful in having your loan funded. This fee is paid by debiting your designated checking account at a financial institution (identified by you in the application process) or by credit card or other means as provided on our website. Once the application fee is paid, your loan information and request will remain posted for 6 months and, without further charge, you may revise your information or requested loan terms (such as by increasing the interest rate to attract lenders) during that 6 months or until a lender commits to fund the loan, whichever occurs first.

Lender's Administration Fee . If you decide to participate as a lender, you will be charged an annual administration fee equal to \$9.00 per loan of which you are a lender. This fee is due on the first day of each year of the borrower's loan and will be deducted from your bank account by EFT/ACH Transfer.

EFT/ACH Transfer Fees . WikiLoan takes pride in being a low cost provider of the services outlined in Section II. It has developed its WikiLoan platform to take advantage of today's electronic marketplace and avoid overhead associated with physical buildings or storage typifying banks and other financial institutions. With this in mind, however, WikiLoan can only accept electronic payments, either by an individually authorized ACH debit to a borrower's account, or by preauthorized ACH automatic debits. Other forms of electronic payments may be accepted with WikiLoan's consent. We are unable to accept paper checks, cash or other non-

electronic methods of payment. All prospective borrowers who use the WikiLoan platform to obtain a loan, and all participating lenders, agree to maintain an account at a financial institution permitting electronic funds transfers.

This keeps our costs low for you whether you participate in our platform as a borrower or a lender, but it depends on the good faith of borrowers to make payments on time as promised. In our processing of the payments and disbursements, a charge of \$0.99 is collected for certain electronic transfers to and from both the borrower's and the lender's account. (This fee includes the ACH processing fee we may have to pay to third parties.) If you are a borrower, you will pay \$0.99 for the initial credit of the loan proceeds to your designated Account and also when you make a loan payment, (so your designated Account will be charged for the amount of your Monthly Payment or other payment plus \$0.99). The borrower's payment is then electronically transferred to each Lender's Account without charge. (Each Lender's Account is a separately identified "sub-account" held in escrow for each individual lender by WikiLoan at WikiLoan's bank.) If you are a lender a \$0.99 ACH fee is charged when you transfer any sum to your Lender Account from another bank or from your Lender Account to another bank.

WikiLoan intends to keep costs low for all parties, and its fees and charges are based on the good faith of all parties to live up to their obligations. Each user of the WikiLoan platform as a participating borrower or lender agrees to these fees.

Late Payment Charge . If the full amount of any Monthly Payment is not made by the end of fifteen (15) calendar days after its due date, you, as a borrower, will be charged a Late Payment Charge equal to the greater of \$15 or 5% of the unpaid Monthly Payment. Such Late Payment Charge will be due immediately, but only one charge will be imposed for each late Monthly Payment. The Late Payment Charge will be distributed to the lender when collected.

NSF Fee . If any electronic request for payment or ACH debit is returned unsatisfied because of insufficient funds or for any other reason, you will be charged a returned payment fee ("NSF fee") of \$15. This fee will be imposed for each attempt to collect a payment that is returned unsatisfied. The NSF fee will be retained by WikiLoan to cover the costs associated with the returned payment.

IV. Consent. to Electronic Communications

Electronic Communications . WikiLoan's peer to peer lending platform is only available over the internet at WikiLoan's website. In order to participate in the WikiLoan platform as a borrower and lender, you have supplied us with an e-mail address at which you can be contacted.

You agree to maintain this e-mail address, or supply us with a substitute e-mail address, so that any and all disclosures, notices and communications from us to you can be given by e-mail.

You, whether a borrower or a lender, agree to receiving all communications by e-mail or similar electronic communications, and you specifically waive any right to receive any communications other than by e-mail or other acceptable electronic communications.

By submitting a loan request to become a borrower, you are extending an express invitation to a potential lender to accept the loan request on the terms submitted. You agree that

all communications concerning this request, including responses to inquiries by a lender or any other contacts may be made solely by e-mail to the email address supplied by you. This consent may not be withdrawn while any portion of your loan obligation remains unpaid in the loan transaction between you and a lender. Termination of a usable e-mail address shall terminate any obligation by WikiLoan to communicate with that person. Termination by you as a borrower prior to payment in full of your loan shall not eliminate your obligation to perform under the terms of your promissory note. If a loan is not current and you terminate his or her e-mail contact, WikiLoan may immediately transfer your account to Collections.

Electronic Note. When your request as a borrower for a loan is fulfilled and funding is committed to by lender(s), you will be presented an electronic copy of your customized Note (which shall be in printable form). You agree to sign the Note and return it to WikiLoan on behalf of the lender. Signing means execution by electronic signature as defined in the electronic signatures in Global and National Commerce Act (“E-sign”) 15 U.S.C. § 7001 et seq. Lender and borrower agree to accept all documents in electronic form, online.

EFT and ACH Authorization . If you, as a borrower, agree to permit us to initiate electronic funds transfers from your designated Account to make scheduled (preauthorized) payments, such authorization will remain in effect until your loan is paid in full, or you notify us that you terminate such authorization. To terminate, you must notify us at least five (5) business days prior to the scheduled transfer. You may terminate by notifying us by email as noted under Section XIII of this Agreement.

V. Credit. Reporting

If you are a borrower, by requesting a peer to peer loan on the WikiLoan platform, you grant authority to us to obtain consumer reports, and to report your payment performance on your loan obligation, including delinquencies and defaults, to any credit reporting agency. Reporting to a credit reporting agency when payments are timely will reflect positively on borrowers. On the other hand, failure to make payments could reflect negatively. WikiLoan may, from time to time, add national credit bureaus to which its reports are made at its sole discretion.

VI. Compliance with Applicable State and Federal Laws .

The WikiLoan platform is intended to provide the tools for peer to peer social lending. As such, borrower and lender are solely responsible for establishing the terms of the Loan and for determining if the loan terms are in compliance with any applicable local, state or federal laws, including laws relating to usury, credit disclosures and income tax liability. WikiLoan makes no representation regarding the legal validity or enforceability of the terms of the loan between borrower and lender and assumes no responsibility under this Agreement for enforcing the loan. Customizing the loan to comply with the borrower’s request for funding by lenders is administrative and does not imply our participation in the creation of the terms of the loan, or liability for its collection.

You, whether participating as a borrower and lender using the WikiLoan platform, agree to indemnify and hold us harmless from any liability, claim, demand, loss or expense made by any party against us as a result of or arising out of your use of the WikiLoan platform.

VII. Notifications and Processes Regarding Payment Notices, Late Fees and Collections

Notice Procedure. The power of peer to peer lending is based on the good faith promise of each borrower to pay his or her loan payments on time. By obtaining a peer to peer loan using the WikiLoan platform, you, as a borrower, agree to make payments electronically on the monthly due date. You may pay by initiating an ACH payment on your own or by agreeing with us to assess a pre-authorized ACH payment to your account on each Monthly Payment Due Date. In either event, we will generally use the following notification process:

1. One week prior to each monthly due date, we will send you an e-mail payment reminder notification (and/or text message if you have opted for this service).
2. On the Monthly Payment Due Date, we will send you another payment reminder a notification (same as above), and if you have authorized an automatic ACH payment, the payment will be automatically debited to your account.
3. If the Monthly Payment is not received one week after the Monthly Payment Due Date, we will send you a late payment notice indicating that your payment is late and that an agreed upon late fee will be assessed if the Monthly Payment is not made before it becomes more than two weeks delinquent. This notice will also identify any other charges which may be due, such as an NSF fee charge (which will be assessed if an ACH payment request is denied or otherwise returned unsatisfied).
4. If a Monthly Payment (and NSF fee, if any), are not paid within two weeks after the monthly due date, WikiLoan will send you a notice warning you that if the Monthly Payment and any other outstanding charges are not submitted by the next day, you will be assessed a late fee. To bring the loan current after the late fee has been assessed, you will be obligated to pay the delinquent Monthly Payment, the late fee and any outstanding NSF fees.
5. If you become delinquent in an amount equal to or exceeding two Monthly Payments for more than two weeks, the delinquency may, at WikiLoan's option, be reported to the credit reporting agency and the loan will be referred to Collections. WikiLoan will send electronic notices to you as it deems appropriate to notify you of any pending report to credit reporting agencies and referral to Collections.

Collections. WikiLoan only provides its WikiLoan platform to facilitate peer to peer lending. WikiLoan has no responsibility in connection with the obligations between borrower and lender under the promissory note and WikiLoan will not collect or attempt to collect or enforce any provisions of any promissory note or loan agreement between a borrower and a lender.

Borrower and lender agree that upon borrower's default, lender authorizes WikiLoan to refer the loan transaction account to Collections. Until further notice, Collections shall be conducted by the Collection Bureau Hudson Valley, Inc. ("CBHV") to commence collection procedures on behalf of lenders against any borrower who is in default and whose accounts have been submitted to CBHV. A Lender shall have no independent right to contact or attempt to collect an account against any borrower, and all collections against the borrower shall be conducted by CBHV. After a loan is sent to CBHV, CBHV shall be entitled to a fee of 33.33% of all monies collected regardless of the size or age of the account.

Borrower and lender authorize WikiLoan to submit a copy of an invoice or statement for each loan account in default (minimum balance of \$25) along with corresponding borrower information to CBHV on lender's behalf. If you are the lender, you hereby authorize CBHV to employ an attorney to represent you if necessary. You expressly authorize CBHV to act as your agent when dealing with the attorney and you authorize CBHV to receive any remittances from the attorney less the attorney's fees, costs and expenses to the extent that they are not collected from the borrower. If CBHV files a lawsuit on your account, you will not be responsible for legal fees except to the extent that they are paid out of proceeds recovered from the borrower. You, as the lender, hereby authorize CBHV to endorse for deposit in your name and on your behalf any and all remittances received from any borrower submitted for collection to CBHV on your behalf. All payments received from borrower by CBHV will be deposited into CBHV's trust account and CBHV will remit to WikiLoan all monies collected for you and all once a month. We will promptly electronically transfer all funds received for each lender to each lender's Account. You agree that CBHV will be entitled to its collection fee (33.33%) on all monies collected by any person from the borrower. All accounts referred to CBHV on behalf of a lender shall remain with CBHV for a minimum of one year, or until collected in full.

VIII. Termination. by WikiLoan

WikiLoan reserves the right to deny future access to its website or future use of any of its services or loan documentation to any potential borrower or lender at any time without notice before any loan is fully funded. **Borrower and Lender waive any claim they may have against WikiLoan resulting from WikiLoan's termination of access to WikiLoan's website or services through the WikiLoan platform.**

IX. User. Representations

Use Limited to WikiLoan's Intended Peer to Peer Lending Purpose . Whether a borrower and lender, you agree to use the WikiLoan website and WikiLoan platform only for the purposes for which it was intended as outlined in this Agreement, namely requesting a private loan if a prospective borrower, and funding a private loan if a participating lender. No other use is authorized. You agree not to collect email addresses or other contact information of others using the WikiLoan website or WikiLoan platform. You further agree that you will not use the WikiLoan website or WikiLoan platform in any unlawful manner or in any other manner that could damage, disable, overburden or impair the website or platform. In particular, whether a borrower or a lender, you agree:

- not to register for more than one account, register for an account on behalf of an

individual other than yourself, or register for an account on behalf of any group or entity;

- not to impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or other personal information, or use another's account;
 - not to post, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - not to copy, publish, broadcast or otherwise distribute any note, loan document or information of borrower or lender;
 - not to post, transmit, or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying use of the WikiLoan website or WikiLoan platform, or which may expose us or any user to any harm or liability of any type.
- not to use the WikiLoan website or WikiLoan platform to contact any other user including any borrower or lender.

Eligibility. The WikiLoan Website and WikiLoan platform are intended solely for use by borrowers or lenders who are able to enter into binding contracts. By using the WikiLoan website or WikiLoan platform, you represent that you have the legal capacity to enter into a contract, and you are at least 18 or older.

X. Disclaimers. and Liability

No Responsibility for Errors. WikiLoan intends that the information contained in the website be accurate and reliable; however, errors sometimes occur in connection with electronic entries or program performance. Also, we generally rely on the information posted by you, as a borrower or lender, on our website and do not confirm that information posted by persons requesting loans is accurate or reliable. Under no circumstances will we be liable for any loss or damage caused by your reliance, either as a borrower or a lender, on information obtained through our website or platform. You, whether a borrower or a lender, have the responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the WikiLoan website recognizing that errors may occur, or information may be inaccurate.

General. THE WIKILOAN WEBSITE AND WIKILOAN PLATFORM INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". WIKILOAN AND/OR ITS SUPPLIERS, DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING THERETO, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

USE OF THE WIKILOAN WEBSITE AND/OR THE WIKILOAN PLATFORM IS AT EACH USERS OWN RISK, INCLUDING RISKS INHERENT IN COMPUTER USAGE SUCH AS VIRUSES. WIKILOAN AND/OR ITS SUPPLIERS AND PROVIDERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR WIKILOAN'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE.

Usury, Disclosure and Other State And Federal Laws . We have not reviewed state and federal laws in detail, and you, whether a borrower or a lender, are responsible for making sure your loan arrangement complies with applicable laws. Our website contains reference to links regarding various state's usury laws. We do not endorse or confirm the accuracy of these website links, and provide them as a courtesy for your use and reference. If you have any legal questions, you must consult with a lawyer.

XI. Alternative. Dispute Resolution

Any controversy, claim or dispute arising out of or relating to this Agreement between you and us will be settled (a) first, by good faith negotiation between us or our representatives who have authority to resolve the dispute; (b) if necessary, by non-binding mediation by telephone, or if personal meeting is necessary, at a location reasonably convenient to you and us, using a neutral mediator. In any mediation, the parties will equally share the cost of the mediator and otherwise bear their own respective costs; or (c) if no resolution is agreed upon, upon request of either party, by binding arbitration. Such arbitration will be conducted by one arbitrator mutually acceptable to both you and us (and if no agreement is reached, by the AAA) in accordance rules of the American Arbitration Association and will arbitrate the controversy, claim or dispute between you and WikiLoan. Any decision and award rendered by the arbitrator will be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes will be settled in this manner in lieu of any legal action in court, IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES INAPPLICABLE, THEN EACH PARTY, WAIVES ALL RIGHT TO TRIAL BY JURY. Each party will bear its own costs and attorney's fees arising out of any dispute, and the arbitrator's fees will be paid as awarded by the arbitrator.

XII. Other. Provisions

Copyright, Trademark and Service Mark Notices. The WikiLoan website and WikiLoan platform may contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the website are copyrighted as a collective work under the United States copyright laws. All rights are reserved regarding all contents of the WikiLoan website and WikiLoan platform. WikiLoan is a service mark of WikiLoan, Inc.

Governing Law. This Agreement between you and us shall be governed by and construed in accordance with the laws of the State of Florida.

Severability. This Agreement is intended to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized arbitrator or court having jurisdiction, the remainder of this Agreement be enforced to the fullest extent permitted by law.

Other Terms. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

XIII. Communications with WikiLoan. Any communication with us, including a Notice to Terminate a preauthorized electronic debit as described in Section IV, should be made by email to the following email address: support@wikiloan.com . You may also call us at 310-443-9246, but notices will not be effective unless received by us at the above email address indicated.

We are interested in your comments on how we might improve our services, or regarding problems you may encounter, so please let us know.