

Prodigy Website Terms of Use

These terms of use ("Terms of Use") are provided on behalf of Upstart Network, Inc. d/b/a Prodigy and its affiliates ("Prodigy", "we", "us", "our"). By using <https://getprodigy.com>, including any sub-domain thereof (the "Site"), you signify that you have read, understand and agree to be bound by these Terms of Use, regardless of whether you use any of our services. Please read them very carefully. If you do not wish to be bound by these Terms of Use, you should not access or use the Site. In addition to these Terms of Use, you may enter into other agreements with us, Upstart Network Inc. ("UNI"), dealerships ("Dealers"), insurers ("Insurers"), banks and other lenders ("Lenders") and with others that will govern your use of the products and services offered on the Site. If there is any contradiction between these Terms of Use and another agreement you enter into that is applicable to a product or service offered on the Site, then the other agreement will take precedence as it applies to the product or service.

Eligibility

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

Privacy

The Prodigy Privacy Policy explains how the personal information you provide on this website is used and protected by Prodigy when you use the Site.

Registration

You may be presented with the opportunity to provide information to purchase an automobile or apply for an offer on the Site. When you register or apply, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, we have the right to cancel your registration, reject any application you have submitted, terminate any agreement

we have with you, and restrict your future use of the Site and the products and services available through it.

By registering or applying for an offer and providing your contact information (such as phone number, email address, or residential address), you agree and expressly consent to Prodigy and its affiliates, including Upstart, Dealers, Insurers, Lenders and other Prodigy affiliates, contacting you for marketing purposes applicable to a product or service offered on the Site by use of an automated dialing system (ATDS), text messaging, or email.

Restrictions on Use

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

- Submit content that in our judgment is objectionable, such as content that is harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or otherwise objectionable, or which restricts or inhibits any other person from using or enjoying the Site, or which may expose us or our users to any harm or liability of any type
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- Use the Site or our products and services in any manner that could damage, disable, overburden or impair the Site; or
- Submit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to support@prodigy.com, including the following details:

- confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- identify the copyrighted work or works you claim has been infringed;

- identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed; please include information reasonably sufficient to permit us to locate the material;
- provide your contact details, including an email address; and
- provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

Changes and Modifications

We reserve the right to temporarily or permanently modify or discontinue the Site, or any portion of the Site, for any reason, without notice to you. We may also change the Terms of Use from time to time without notice to you. Please review these Terms of Use from time to time because your continued access or use of the Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use.

Links

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

No Warranty; Errors

The Site and the products and services are provided "as is" and without any representation or warranty, whether express, implied or statutory. Prodigy and our respective affiliates, officers, directors, agents, employees and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Prodigy does not warrant the accuracy, adequacy or completeness of the information provided on the Site and we expressly disclaim liability for any errors or omissions in such information. Prodigy does not guarantee continuous, uninterrupted or secure access to the Site or any of our services, and the operation of the Site may be interfered with by numerous factors outside of our control. Prodigy does not guarantee or promise any specific results from use of the Site and/or our products and services. Tools on the Site provide you with estimates that may be different than

actual amounts. Prodigy is not responsible for the conduct, whether online or offline, of any user of the Site or the products or services available through it.

You agree that Prodigy may promptly correct any error that we discover, including any error in calculating your automobile pricing and financing. If the error results in your receipt of an incorrect quote, interest rate, APR, origination fee, or monthly amount owed Prodigy will notify you and provide you with the correct information. You agree to provide any additional consents necessary to correct any errors that occur.

Limitation of Liability

You agree that all access and use of the Site and its contents and your use of the products and services is at your own risk. In no event shall we, UNI, Lenders, Insurers, or Dealers, be held liable for any damages, including direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the Site or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if we or our respective representatives are advised of the possibility of such damages, losses or expenses.

Intellectual Property

You agree that the Site and all logos related to our products and services are ours, and relevant licensors' trademarks or registered trademarks, respectively. You may not copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. All right, title and interest in and to the Site, and any content thereon, our products and services, the technology related to our products and services, and any and all technology and any content created or derived from any of the foregoing is our or our licensors' exclusive property.

Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the State of California, without regard to its provisions relating to conflict of laws. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court

should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Effective Date: June 10, 2021. If you have questions or concerns regarding these terms, you should contact us by emailing us at support@prodigy.com.