

Terms and Conditions of Use, Rev. January 2017

Thanks for visiting BisonGreen.com! This website is owned and operated by Bison Green Lending. Bison Green Lending maintains this site for your information. These terms of use ("Terms of Use") are provided on behalf of WLCC Lending BGL D/B/A Bison Green Lending and its affiliates ("we", "us", "our"). By using www.bisongreen.com, including any pages thereof (the "Site"), you acknowledge that you have read, understand and agree to be bound by these Terms of Use, regardless of whether you are a registered user of our products or services (each a "Service" collectively, referred to as "Services"). If you do not wish to be bound by these Terms of Use, you should not access or use the Site or Services. If there is any inconsistency between these Terms of Use and another agreement you enter into that is applicable to Service offered on the Site then the other agreement will take precedence as it applies to the Service.

Cancellation and Refund Policy

You may cancel your future payment obligations without cost or finance charges no later than 5:00 p.m. MST of the next business day immediately following the disbursement date of your loan ("Cancellation Deadline"). You must inform us in writing by or before the Cancellation Deadline either by email: or by faxing us at 866-438-5512. If you pay off early, you may be entitled to a refund of part of the finance charge. Please see your loan agreement for further details.

Changes to These Terms of Use

We reserve the right, in our sole discretion, to modify these Terms of Use at any time. Changes to these Terms of Use will become effective immediately upon the posting thereof. Please review these Terms of Use often to keep yourself apprised of any changes. Your continued use of the Site following the posting of changes will constitute your acceptance of the revised Terms of Use.

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/or prohibit you from using or accessing our Services or the Site.

Registrations and Applications

You may be presented with the opportunity to register for an account and apply for a loan through the Site. When you register for an account or apply for a loan, 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 reject or cancel your account registration, reject any application you have submitted, terminate any agreement we have with you, and restrict your future use of the Site and our Services. We reserve the right to decline any application for a loan.

Your Account

To access our Services, you will be required to register and create an account on the Site. You may not disclose your user name or password to any third party. If you learn of any unauthorized use of your password or account, please contact us immediately. You may be required to login in order to use certain parts of the Site.

Your Content and Information Sharing

By providing information or content on the Site, you expressly agree to all of the following: You grant us a non-exclusive, transferable, sub-licensable, royalty-free, world-wide license to use any information or content that you provide in connection with your use of the Site and our Services, subject to the privacy provisions described in our [Privacy Policy](#). We have the right to review, delete, edit, modify, reformat, excerpt, or translate any of your information or content. You are solely responsible for the content and information you make available through or in connection with our Services.

All the information and content posted on the Site or privately transmitted through the Site or via other means in connection with our Services is the sole responsibility of the person from which that content originated. We will not be responsible for any errors or omission in any information or content posted by a user.

We will not share or sell any of your information with any third party, except as specifically described in our [Privacy Policy](#), which is incorporated by reference into these Terms of Use.

Restrictions on Use

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

- register for more than one account, or register for an account on behalf of an individual other than yourself or on behalf of any group or entity;
- post or otherwise make available content, or take any action on the Site, that may constitute libel or slander or that infringes or violates someone else's rights or is protected by any copyright or trademark, or otherwise violates the law;
- post or otherwise make available 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;
- post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
- use the information or content on our Site to send unwanted messages to any other user;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- post or otherwise make publicly available on the Site any personal or financial information of any third party;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- use the Site or our Services in any manner that could damage, disable, overburden or impair the Site;
- harvest or collect email addresses or other contact information of our users from the Site by electronic or other means, including via the use automated scripts; or
- post 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.

Intellectual Property Proprietary Rights; Copyrights; Trademarks

All software, design, text, information, data, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements (collectively, "Content"), other than User Content (as defined above), are the property of WLCC Lending BGL D/B/A Bison Green Lending and/or its subsidiaries, affiliates, assigns, licensors, vendors, partners or other respective owners and are protected, without limitation, pursuant to copyright laws. No Content (other than your own User Content) may be reproduced, modified, used to create derivative works, displayed, performed, published, distributed, disseminated, broadcast or circulated to any third

party without our express prior written consent.

"Bison Green" and all related logos (collectively, "the Trademarks") constitute our trademarks or service marks. Other company, product, and service names and logos used and displayed on this Site may be trademarks or service marks owned by us or others. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the Site unless in accordance with written authorization by us. The use of any of the Trademarks as part of a link to or from any site is prohibited unless we provide advance written approval. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. You may not copy, imitate, or use them without our prior written consent. Any questions concerning any Trademarks, or whether any mark or logo is a Trademark, should be referred to us.

All right, title and interest in and to the Website, 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.

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 us via [Customer Service](#). In your notification please:

- 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.

Links to Third Party Websites

We are not responsible for the information practices employed by sites linked to or from our web 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 web sites 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.

Use of Personally Identifiable Information

Our practices and policies with respect to the collection and use of personally identifiable information are governed by our [Privacy Policy](#).

No Warranty; Errors; Disclaimers

The Site and our products and services are provided "as is" and without any representation or warranty, whether express, implied or statutory. Any estimates or examples that we provide on the Site may be different than actual amounts. You agree that we may promptly correct any error that we discover, including any error in calculating your loan rates. If the error results in your receipt of an incorrect interest rate, APR or fee, we will notify you and provide you with the correct rate. You agree to provide any additional consent necessary to correct any errors that occur.

ALTHOUGH WE WILL USE REASONABLE EFFORTS TO PROVIDE AN ACCURATE SITE/SERVICES, ALL ASPECTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, THE SITE, SERVICES, ANY DOCUMENTATION PROVIDED OR MADE AVAILABLE TO YOU, AND ANY OTHER PRODUCTS AND RELATED MATERIALS AND/OR SERVICES PROVIDED TO YOU BY ANY OF THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES: (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT; (II) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE OR SERVICES OR ANY ASPECT THEREOF; (III) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (IV) THE SITE OR SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY PARTY; AND (V) THAT ACCESS TO OR USE OF THE SITE AND/OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE AND/OR SERVICES IS AT YOUR OWN RISK AND THE PARTIES MAKE NO WARRANTIES. THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF USE.

Limitation of Liability

You agree that all access and use of the Site and its contents and your use of the Services is at your own risk. Neither we, nor any third party involved in creating, producing or delivering the Site and/or Services, has or will have any responsibility for any consequences relating, directly or indirectly, to any action or inaction that you may take based on the Site and/or Services, or any aspect thereof.

WE WILL NOT BE HELD LIABLE FOR ANY DEFECTS, FAULTS, INTERRUPTIONS OR DELAYS IN THE OPERATION OR TRANSMISSION, PRODUCT, AND/OR OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE/SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN CONNECTION WITH THE SITE/SERVICE OR PRODUCT, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to indemnify, defend and hold us harmless from and against any and all third party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') submitted content, use or misuse of any aspect of the Services or Site, or your violation of these Terms of Use. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Site/Services reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and any such third party.

Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the Oglala Sioux Tribe.

Your obligations under these Terms of Use are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site/Services or any aspect hereunder, in whole or in part, without our prior written consent.

Severability

If any provision of this Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

Mobile Program Description

Our mobile program sends subscribers collection alerts, payment reminders, promotional & marketing materials and other information about your account and other services. **Msg&Data rates may apply.** To opt-out at any time, **Text STOP to the msg you receive.** To request support, **Text HELP to the msg you receive,** or call 605-574-5004 or [Customer Service](#). Message frequency may vary.

This program is supported by Alltel, AT&T, Boost, Nextel, Sprint, T-Mobile, Verizon Wireless, Virgin Mobile, Metro PCS, Cricket, and U.S. Cellular. Products & services are compatible to AT&T handsets.

Offers Void in Some States

The advertisements on this site may be void in some states. Bison Green Lending does not lend in every state.

Modification

Bison Green Lending reserves the right to modify the contents of these terms and conditions at any time. If you use the site after any modifications have been made, your use of the site constitutes your acceptance of and agreement to any of the new or amended terms and conditions.

Telephone Communications Using ATDS

By consent, Bison Green and its affiliates initiate telemarketing calls to any phone number provided by you in the application using an Automated Telephone Dialing System ("ATDS") or an artificial or prerecorded voice. Customers are not required to consent to telephone communications using an ATDS in order to be approved for a loan. If you do not wish to agree to telephone communications using an ATDS, please fill out and print the [application form](#) and send it to:

WLCC Lending BGL

d/b/a Bison Green Lending
1365 Business Park Dr. Suite #200
Orem, UT 84058

Question

Please contact us at [Customer Service](#) with any questions regarding these Terms of Use.

Please Note: This is an expensive form of borrowing and it is not intended to be a long term financial solution. Examples of emergency reasons why these loans might be used include unexpected emergencies, car repair bills, medical care, or essential travel expenses. An example of our loan charges is a \$200 loan with installments of \$66.06 about every 14 days (bi-weekly), 148 days overall for a total of 10 installments and an overall finance charge of \$460.41 equalling an APR of 673.23%.

All installment loans are underwritten by WLCC Lending BGL doing business as Bison Green Lending. Bison Green Lending is a Native American owned business operating within the interior boundaries of the Pine Ridge Reservation of the Oglala Sioux Tribe, a sovereign nation located in the United States. WLCC Lending BGA dba Bison Green Lending is an instrumentality and limited liability company which abides by all applicable federal laws, and by all regulations as established by the Oglala Sioux Tribe of South Dakota.

Typically Bison Green Lending reviews your information in real-time to determine whether your information meets our lending criteria. You acknowledge that by completing and submitting the website application that you are applying for a loan. We verify applicant information through national databases including, but not limited to, Clarity and Factor Trust and we may pull your credit in order to determine your eligibility and ability to repay.

Bison Green Lending does not lend to residents of CT, IL, MA, MN, NY, SD, VA, VT, WV, MD, Guam, Puerto Rico. Availability of installment loans are subject to change at any time at the sole discretion of Bison Green Lending.