

## UNITED PROSPERITY TERMS OF USE AGREEMENT

Welcome to [UnitedProsperity.org](http://UnitedProsperity.org), a California non-profit public benefit corporation (together with its officers, directors, agents, employees, partners and their respective affiliates, collectively, "United Prosperity"). This Terms of Use Agreement (the "Agreement") is a contract between you and United Prosperity and governs all transactions between you and United Prosperity, as well as your use of the [unitedprosperity.org](http://unitedprosperity.org) website (the "Website") and all United Prosperity services.

For a downloadable copy of this Agreement, please click [here](#).

### I. General Matters

- A. Notice of Agreement and Terms.** BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT, WHETHER OR NOT YOU BECOME A SOCIAL GUARANTOR, PARTICIPATE IN UNITED PROSPERITY'S MICROFINANCE AND MICROENTERPRISE GUARANTEE PROGRAM (THE "PROGRAM") OR OTHERWISE USE THE WEBSITE (IN EACH SUCH CAPACITY, A "USER"). IF YOU WISH TO BECOME A SOCIAL GUARANTOR, PARTICIPATE IN THE PROGRAM OR OTHERWISE BECOME A USER OF THE WEBSITE, YOU MUST READ ALL OF THE TERMS AND CONDITIONS IN, AND LINKED TO, THIS AGREEMENT (INCLUDING THE [PRIVACY POLICY](#) )
- B. Superseding Effect; Modification.** This Agreement supersedes any previous Agreement to which you and United Prosperity may have been bound. This Agreement may be modified by United Prosperity in its sole discretion from time to time and such modifications will become part of this Agreement and will be effective once posted by United Prosperity on the Website. 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.
- C. Binding Effect.** This Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the 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.

### II. Definitions

*"Social Guarantor"*: An individual who either a.) contributes funds to United Prosperity to be used to mobilize capital in order to make loans available to Borrowers or b.) donates money to United Prosperity to be used to support United Prosperity's mission. A "Social Guarantor" is also commonly referred to as an individual "Lender" on the website in certain places. This individual "Lender" is different from the institutional "Lender" that is defined next.

*"Lender"*: A bank or other source of credit that will lend money to Borrowers (via Partners, where appropriate) once it receives a commitment of guarantee from United Prosperity. This "Lender" is institutional in nature and is different from the individual "Lender" who is the "Social Guarantor".

*"Guarantee"*: An amount of money that a Social Guarantor contributes to United Prosperity to allow United Prosperity to mobilize capital in order to make loans available to Borrowers. This money may or may not be repaid to the Social Guarantor depending on the various factors described below in Sections IV.E.1 through 2 and Section IV.J. **THE SOCIAL GUARANTOR**

**SHALL DERIVE NO PROFITS OR INTEREST FROM THEIR GUARANTEE. THE GUARANTEE IS NOT A SECURITY.**

*“Partner”*: Any of various existing international organizations which makes determinations regarding the desirability of lending to certain Borrowers. These organizations include, but are not limited to, microfinance institutions, co-operatives, Non-Governmental Organizations, not-for-profits and in some cases, banks which lend directly to Borrowers.

*“Borrower”*: An economically disadvantaged aspiring entrepreneur who receives loans from Lenders once United Prosperity provides the Lenders with a commitment of guarantee.

### **III. United Prosperity Mission Statement**

The purposes of this corporation are (1) to eradicate poverty by mobilizing capital to finance micro-businesses of poor families and communities throughout the world, provided that such activities are consistent with this corporation's exempt purposes; and (2) to engage in any other charitable, scientific, literary and educational programs and activities that further such purposes.

### **IV. Participation in the Program**

- A. Relationship with Social Guarantors and Borrowers.** United Prosperity manages the Website, which matches you and other persons (each, a "SOCIAL GUARANTOR" and, collectively, "SOCIAL GUARANTORS") with low-income entrepreneurs in developing countries (each, a "Borrower" and, collectively, "Borrowers") in need of affordable capital. **IN MOST INSTANCES, THESE BORROWERS ARE CONSIDERED "RISKY" BY LENDERS FOR VARIOUS FACTORS, INCLUDING, BUT NOT LIMITED TO THE BORROWERS' LACK OF FORMAL GOVERNMENT-ISSUED IDENTIFICATION OR CREDIT HISTORY, FINANCIAL INSTABILITY, GEOGRAPHIC LOCATION, AND POLITICAL FACTORS.**
- B. Risks Involved.** **EVEN WHEN BORROWERS REPAY THEIR LOANS, THERE IS A RISK OF FRAUD, PARTNER INSOLVENCY, OPERATIONAL RISKS, REGULATORY CHANGES, LITIGATION, AND OTHER UNPREDICTABLE RISKS WHICH MAY HINDER REPAYMENT OF FUNDS TO UNITED PROSPERITY AND THEIR RETURN TO A SOCIAL GUARANTOR.**
- C. Lack of Warranty.** **BY PARTICIPATING IN THE PROGRAM OR OTHERWISE USING THIS WEBSITE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT (A) UNITED PROSPERITY MAKES NO REPRESENTATION, WARRANTY, COVENANT OR GUARANTEE THAT ANY FUNDS YOU CONTRIBUTE VIA THE WEBSITE WILL BE REPAYED AND (B) FUNDS CONTRIBUTED VIA THE WEBSITE BEAR A HIGH RISK OF NON-REPAYMENT.**
- D. Disclaimer – Due Diligence.** **UNITED PROSPERITY DOES NOT ITSELF CONDUCT DUE DILIGENCE WITH RESPECT TO THE INDIVIDUAL BORROWERS. INSTEAD, UNITED PROSPERITY TAKES A CONSERVATIVE PROBATIONARY APPROACH TO CONTRACTING WITH EACH PARTNER, WHICH IN TURN CONDUCTS DUE DILIGENCE WITH RESPECT TO THE INDIVIDUAL BORROWERS. (UNITED PROSPERITY'S PROTOCOL FOR CONTRACTING WITH PARTNERS IS DETAILED BELOW.) HENCE, UNITED PROSPERITY IS IN NO WAY RESPONSIBLE FOR DUE DILIGENCE WITH RESPECT TO THE INDIVIDUAL BORROWERS.**
1. Partners who work with United Prosperity are typically screened by banks apart from United Prosperity. United Prosperity itself conducts due diligence of Partners before we start working with them.

2. The following is an example of the process and protocol United Prosperity uses to screen Partners. This example shall not be construed so as to force United Prosperity to comply with any of the specific steps outlined below or so as to limit United Prosperity from utilizing any other methods it deems necessary in contracting with Partners.

United Prosperity will require an application form from the institution seeking a guarantee from United Prosperity.

The evaluation of the Partner will go through the following three stages:

(I) This stage will consist of a Partner self appraisal. This will consist of answers to objective Yes/No type questions and also more subjective questions which help United Prosperity evaluate the Partner's readiness to effectively handle funds.

(II) This stage will consist of validation by a Microfinance(MFI) network ( association of microfinance institutions). Once the Partner completes Stage I, it will send the completed form to the MFI network with which it is affiliated. The MFI network will validate and put its comments against the responses given by the MFI. If the MFI network finds that the application is not satisfactory it could reject the application or send it back to the MFI for reworking. In some cases the MFI will need to institute or agree to institute new processes and procedures within a defined period of time if it wishes to receive financial assistance. If the MFI network is satisfied, they would forward the MFI's application with their comments to United Prosperity.

In situations where the Partner is not affiliated with any MFI network, the activities under stage II would be performed by United Prosperity.

(III) Once United Prosperity receives the application, United Prosperity would evaluate the application and fill in a separate "Funder Assessment Report". Based on the Funder Assessment Report, United Prosperity would choose to support or decline to support the Partner.

**E. Issuing of Guarantees and Loan Disbursement.** You understand that United Prosperity identifies existing Partners that work in low-income communities and have a mission to reduce poverty by providing affordable loans to low-income Borrowers. Any funds contributed by you or any other Social Guarantor as a guarantee will be used in one of the ways described below (in Sections IV.E.1 through 2) depending on the agreements United Prosperity has negotiated with Borrowers, Lenders, and Partners:

1. **Issuing of Guarantees.** (Preferred Model) – Backed by your guarantee, United Prosperity will issue a commitment of guarantee to a selected LENDER. This commitment of guarantee will enable Borrowers' local Partner(s) to leverage additional capital from the LENDER that will serve as a loan to selected Borrowers. United Prosperity aggregates funds from multiple Social Guarantors via the Website and issues a commitment of guarantee backed by these funds (excluding the interest earned, if any, on such funds while they are held in United Prosperity's account, which is contributed to fund United Prosperity's operations) to the LENDER. Based on United Prosperity's commitment of guarantee, the appropriate Partner(s) will work with the LENDER to mobilize capital for ultimate disbursement to selected Borrowers.
2. **Other Alternative Models.** United Prosperity may use any funds contributed by you or any other Social Guarantor according to any other model of guaranteeing, lending, or otherwise mobilizing capital for Borrowers that United Prosperity deems to comport with its mission (including combinations of different models). These models will be listed in Appendix A to this agreement as appropriate.

**F. Loan Collection and Repayment.** As Borrowers repay the Loans, the Partner(s) will post repayments to the Website. Repayments will be made by Borrowers in periodic installments, depending on the terms of the applicable Loan. You understand, however, that you may be able to retrieve whatever repayment, if any, United Prosperity collects at the end of the Loan term in

one lump sum or in any other periodic installments provided for in United Prosperity's sole discretion. Any amounts received from Borrowers as repayment will be distributed among the Social Guarantors on a pro rata basis in accordance with the amounts contributed by such Social Guarantors to the Borrowers. You hereby acknowledge the purpose of any Guarantee you provide and agree that neither United Prosperity, its Partner(s) nor the Borrower(s) will be obligated to pay any interest or other fees or amounts to you or any other Social Guarantor in connection with any funds you contribute.

**G. Tax Deductibility.** Information provided herein is not intended to be tax or legal advice. **YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE PROPER TAX TREATMENT FOR ANY FUNDS YOU CONTRIBUTE THROUGH THE WEBSITE AND THE PROGRAM. UNITED PROSPERITY HAS NOT AND WILL NOT PROVIDE ANY TAX OR LEGAL ADVICE TO YOU IN CONNECTION WITH ANY FUNDS YOU MIGHT CONTRIBUTE.**

You understand that United Prosperity is a non-profit public benefit corporation. United Prosperity qualifies as a public charity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time. You acknowledge, however, that because you are providing Guarantee and not donating any money, you are probably not eligible to receive a tax deduction as might otherwise be available in connection with a charitable contribution to a tax-exempt public charity. For treatment of any capital loss resulting from nonrepayment by Borrowers, please consult your tax adviser. This Agreement does not attempt to define the tax implications of participating in the Program.

**H. Records of Funds Contributed for Guarantee.** Records of the funds you contribute for Guarantee (including this Agreement and any repayment history) will be kept by United Prosperity and will be made available to you at any time throughout the term of your support.

**I. Compliance with Federal Law.**

1. To the extent applicable, each party to this agreement is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "Patriot Act"). No part of the proceeds of the funds contributed hereunder will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.
2. You agree that United Prosperity may, if necessary to comply with the USA Patriot Act or in connection with a government subpoena or court order, disclose information about you to the appropriate governmental agency. You also agree that it may be necessary for United Prosperity to check the information you provide against the the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals (SDNs).

**J. Principal Loss Scenarios.**

1. You understand and hereby consent (without any notice thereof) to any restructuring of the repayment plan and/or, in United Prosperity's sole discretion, any extension of the length of the term of the Loan to the Borrower(s) in order to increase the chances that the funds you contributed are repaid. United Prosperity will deem a Loan to be in default if it is not repaid within three (3) months after the agreed upon maturity date of such Loan (United Prosperity

and the applicable Partner reserve the right to extend such Loan's maturity date upon mutual agreement under special circumstances).

2. In this case, each applicable Social Guarantor will have the option to recover whatever funds have been repaid up to that point.
3. If for any reason less than 100% of the funds you contribute is repaid, you agree that United Prosperity and its Partners shall have no liability therefore, and you hereby release and forever hold harmless United Prosperity and its Partners 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.

## **V. Proprietary Rights; Confidentiality.**

- A. **Trademark, Service Marks and other Property Rights.** "United Prosperity" and the "United Prosperity" logo are trademarks and service marks of United Prosperity. United Prosperity owns and retains all proprietary rights in the Program, the Website and all material and information posted thereon ("Content"). The Website contains the copyrighted material, trademarks and other proprietary information of United Prosperity and its licensors. Except for that information that is in the public domain or for which you have been given express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
- B. **License Regarding Use of Posted Information.** If you post any messages or other information on the Website, you agree that such messages and information shall be considered Content, and you shall be deemed to have automatically granted, represented and warranted that you have the right, power and authority to grant to United Prosperity an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to: (a) use, copy, perform, display and distribute such information and content; (b) prepare derivative works of, and/or incorporate into other works, such information and content; and (c) grant and authorize sublicenses of the foregoing.
- C. **Agreement to Use of Account Information.** You acknowledge, consent and agree that United Prosperity may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and submitted Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of United Prosperity, its users, or the public.

## **VI. Acceptable Use.**

- A. **Grant of Use.** In the spirit of doing our part to alleviate poverty, United Prosperity offers the Resource Documents and its contents into the public domain for informational purposes. We do not claim any copyright to this Website or its contents. Permission to reproduce, use and distribute the Resource Documents on this website is granted. Note: This provision applies only to Resource Documents. NO permission to use personal information relating to Borrowers, Partners, Social Guarantors, and other parties reflected on this website is granted.
- B. **No Commercial or Other Non-Compliant Use.** The Website is for use in connection with the Program and in furtherance of United Prosperity's mission and may not be used by you in connection with any commercial endeavors except as previously approved in writing by United Prosperity. Use of the Website and participation in the Program shall be in strict compliance with

this Agreement, United Prosperity's [Privacy Policy](#), all other procedures and guidelines set forth on the Website and applicable law.

- C. **No Use for Advertising, Solicitation, or Unauthorized Transmission or Collection of Information.** You may not engage in advertising to, or solicitation of, any User, Partner, Borrower or any other Person to buy or sell any products or services through the Website. You may not transmit any chain letters or junk email to any User, Partner, Borrower or any other Person. Illegal and/or unauthorized uses of the Website, including collecting the name, email address or any other personal or confidential information of any User, 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, will be investigated and appropriate legal action will be taken, including, without limitation, civil, criminal and injunctive redress.
- D. **Violation of Agreement – Unauthorized Use of Information.** Although United Prosperity assumes no obligation to monitor the conduct of any User off the Website, it is a violation of this Agreement to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User, Partner, Borrower or other Person without their prior explicit consent. In order to protect such persons from such advertising or solicitation, United Prosperity reserves the right to restrict the number of emails that a User may send to others through the Website in any 24-hour or other period to a number that United Prosperity deems appropriate, in United Prosperity's sole and absolute discretion.

## VII. **Disclaimers.**

- A. **General Disclaimer.** United Prosperity 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 Program, whether caused by any User, Partner, Borrower or other Person or by any of the equipment or programming associated with or utilized in the Program. United Prosperity 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, United Prosperity 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. Under no circumstances will United Prosperity be responsible for any loss or damage, including personal injury or death, resulting from any use of the Website or participation in the Program, any Content posted on the Website or transmitted to, or any interactions between, any Users of the Website, whether online or offline. United Prosperity neither represents, warrants, covenants guarantees, nor promises any specific results from use of the Website or the Program.
- B. **Content or Information “As is”.** THE WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT 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 THIS SITE AND SITE-RELATED SERVICES.
- C. **No Representation or Warranty as to Third Party Data.** UNITED PROSPERITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY DATA PROVIDED TO UNITED PROSPERITY OR ITS TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNITED PROSPERITY 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 UNITED PROSPERITY OR "FORCE MAJEURE" OR ANY OTHER CAUSE BEYOND THE CONTROL OF UNITED PROSPERITY.**

**VIII. Limitation of Liability.** You understand that any and all decisions made by you with respect to the Program are yours alone. United Prosperity cannot and does not verify the accuracy of information from Partners, other Users or Borrowers. United Prosperity 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 Guarantee or as a result (directly or indirectly) of utilizing the Program or information received in connection with the Program. In addition, in no event will United Prosperity 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 United Prosperity has been advised of the possibility of such damages, costs, losses or expenses.

**IX. Disputes**

**A. Disputes with Partners, Borrowers.** You are solely responsible for your interactions with any Partners, any other User (even to the extent prohibited hereby) or any Borrower and any disputes that may result from such interactions. United Prosperity reserves the right, but has no obligation, to monitor disputes between you and such persons.

**B. Disputes with United Prosperity.**

1. If there is any dispute about or involving United Prosperity, the Website or the Program, by using the Website, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts located in the San Francisco, California.
2. You agree that any and all disputes or controversies of any nature between you, United Prosperity, any Borrower or any Partner arising at any time shall be decided by a reference to a private judge, mutually selected by you, and as applicable, United Prosperity, such Borrower or such Partner (or, if they cannot agree, by the Presiding Judge in the Northern District of the State of California) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in the Northern District of the State of California; and you hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the in the Northern District of the State of California for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The applicable parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial

proceedings in the same manner as a trial court judge. You agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). The private judge shall also determine all issues relating to the applicability, interpretation and enforceability of this paragraph; and

3. 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 referred to in this section any special, exemplary, punitive or consequential damages.

X. **Indemnity.** You agree to indemnify and hold United Prosperity 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 a breach of this Agreement.

XI. **Agreement Term; Termination.**

A. **Effective During Use and Post-Participation.** This Agreement will remain in full force and effect while you 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 status as a User is terminated. Whether or not you are and remain eligible to participate in the Program may be determined by United Prosperity in its sole and absolute discretion.

B. **Termination Process.** You may terminate your participation and status as a User at any time and for any reason by sending a written notice of termination to United Prosperity, such notice to be effective within 30 days of receipt by United Prosperity. United Prosperity may also terminate your participation in the Program and status as a User at any time and for any reason, effective upon transmission of notice to you at the email address you provide to United Prosperity. If your participation in the Program is terminated by United Prosperity, you agree not to use the Website any further.

C. **Termination; No Effect on Repayment.** PLEASE NOTE: TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM AND TERMINATION OF YOUR STATUS AS A USER DO NOT ENTITLE YOU TO AN EXPEDITED REPAYMENT OF ANY FUNDS YOU CONTRIBUTED FOR GUARANTEE. TO THE EXTENT POSSIBLE, TERMINATION WILL INVOLVE REMOVAL OF YOUR INFORMATION FROM UNITED PROSPERITY'S DATABASE (E.G., REMOVAL OF YOUR SOCIAL GUARANTOR PROFILE FROM THE WEBSITE, REMOVAL FROM EMAIL LISTS, ETC.). THE FUNDS YOU CONTRIBUTED IN RELATION TO YOUR GUARANTEE WILL BE REPAYED, IF AT ALL, ACCORDING TO OUR USUAL CUSTOMS AND PRACTICES AS DESCRIBED IN THIS AGREEMENT.

XII. **Entire Agreement; Severability.** This Agreement, accepted upon use of the Website and further affirmed by becoming a User, contains the entire agreement between you and United Prosperity regarding the use of the Website or the Program. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

XIII. **Contact Information.** Please contact us at [contactus@unitedprosperity.org](mailto:contactus@unitedprosperity.org) with any questions regarding this Agreement.

## Appendix A

### A. **Online lending model**

United Prosperity aggregates funds from multiple Social Guarantors via the Website and lends the funds to the Partner. The Partner in turn will make loans to selected Borrowers.