

## 1FFC Online Acceptable Use Policy

### **Introduction**

This 1<sup>st</sup> Franklin Financial Corporation (“1FFC” or “we”) Online Acceptable Use Policy (“OAUP” or the “Policy”) defines the acceptable use of all 1FFC online platforms, including without limitation, 1FFC’s website on the world-wide-web, 1FFC’s account origination and servicing portals, 1FFC’s investment portals, 1FFC’s social media pages, and any other online service, portal or platform owned or operated by 1FFC or its approved lending and investment vendors (the “Platforms”). By using the Platforms, you agree that you and any users who have gained access to the Platforms through your account (“Users”) are responsible for compliance with this OAUP. You are responsible for violations of the OAUP by any User that accesses the Platforms through your account. We do not intend to control or monitor online experience or the content of online communications, but we reserve the right to and may edit or remove content that we deem to be in violation of the OAUP or that we otherwise deem unlawful, harmful, or offensive. The OAUP applies to all aspects of the Platforms. “1FFC” means 1<sup>st</sup> Franklin Financial Corporation and its affiliates (including direct and indirect subsidiaries). “1FFC Network” includes, without limitation, 1FFC’s constructed or leased transmission network, including all equipment, systems, facilities, services, and products incorporated or used in such transmission network.

This OAUP is designed to assist in protecting the 1FFC Network, the Platforms, their Users, and the entire Internet community from improper or illegal activity over the Internet. In situations where data communications are carried across networks of other Internet Service Providers (ISPs), Users of the 1FFC Network must also conform to the applicable acceptable use policies of such other ISPs.

### **1FFC’s Rights**

1FFC reserves the absolute right, at its sole and exclusive discretion, to suspend or terminate the service of or access to the Platforms if Users violate the OAUP while using the Platforms or is otherwise illegal or improper. 1FFC may attempt to notify you of any activity that violates the OAUP and request that the User cease such activity; however, 1FFC has the sole and absolute discretion to suspend or terminate your service or the User’s access to the Platforms without notification for any reason or no reason. In addition, 1FFC may take any other appropriate action against a User who violates the OAUP. 1FFC does not make any promise, nor does it have any obligation, to monitor or police activity occurring on or through the Platforms, and 1FFC will have no liability to any party, including you, for any violation of the OAUP.

1FFC will cooperate with law enforcement and other parties involved in investigating claims of illegal or inappropriate activity as appropriate or mandated by law. 1FFC reserves the right to disclose customer information to the extent authorized by federal or state law. In any instance involving child pornography, 1FFC complies with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies.

1FFC reserves the right to modify this OAUP at any time without notice but will attempt to notify our customer of any such modifications by posting a revised version of the Policy on its Web site.

## **Filters**

1FFC reserves the right to install and use (or to require you install and use) any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Platforms.

## **Prohibited Actions or Uses**

Users may not use the Platforms for any unlawful activities or in connection with any criminal or civil violation of the law or regulations. 1FFC expressly prohibits users to use the Platforms for transmission, distribution, retrieval, or storage of any information, data or other material that violates any applicable law or regulation (including, where applicable, any tariff or treaty). This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without the proper authorization, as well as the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful, inappropriate, or offensive communications or interactions with 1FFC employees or contractors.

## **Unauthorized Access**

Users may not attempt to gain unauthorized access to, attempt to interfere with, or compromise the normal functioning, operation, or security of, any portion of the 1FFC Network or the Platforms.

Users may not use the Platforms to engage in any activities that may interfere with the ability of others to access or use the Platforms or the Internet. Users may not use the Platforms to monitor any data, information, or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

## **Unsolicited Email or SPAM**

Users may not use the Platforms to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to anyone. 1FFC prohibits Users from sending any unsolicited commercial e-mail messages, a series of unsolicited commercial e-mail messages, or large attachments sent to one or more recipients. In addition, 1FFC prohibits "spamming." Likewise, 1FFC strictly prohibits use of the service of another provider to send unsolicited commercial email or spam to promote a site hosted on or connected to the 1FFC Network. Further, Users may not use the Platforms to collect responses from mass unsolicited e-mail messages.

## **Complaints**

1FFC receives complaints directly from Internet users, through Internet organizations and through other parties or vendors. 1FFC will not determine the validity of complaints received

before acting under this OAUP. 1FFC will deem a message unsolicited (in violation of this OAUP) if it receives a complaint from the recipient of commercial email whether received directly or through an anti-spamming organization. 1FFC has no obligation to forward the complaint to the User or to identify the complaining parties.

1FFC also prohibits the following:

- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this OAUP. This includes the facilitation of the means to deliver unsolicited commercial email.
- Any activity that disrupts, degrades, harms, or threatens to harm the 1FFC Network or the Platforms.
- Any use of another party's electronic mail server to relay email without express permission from such other party.
- Any other inappropriate activity or abuse of the Platforms (as we determine in our sole discretion) whether specifically listed in this Policy or not.

This listing of prohibited activities is not exhaustive and 1FFC reserves the right to determine that any conduct that is or could be harmful to the 1FFC Network, 1FFC' customers or Internet users is in violation of this Policy and to exercise any or all the remedies contained in this Policy.

## **User Obligations**

Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. You agree immediately to notify 1FFC of any unauthorized use of your account or any other breach of security known to you. If you become aware of any violation of this Policy by any person, including Users that have accessed the Platforms through your account, you are required to notify us.

All Users of the 1FFC Network are responsible for notifying 1FFC immediately if they become aware of an impending event that may negatively affect the 1FFC Network. This includes extortion threats that involve threat of "denial of service" attacks, unauthorized access, or other security events.

All Users of the 1FFC Network are responsible for configuring their own systems to provide the maximum possible accountability. 1FFC shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by 1FFC.

## **Privacy**

Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration.

Subject to our Online Privacy Policy and our corporate Privacy Notice, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Platforms or over the Internet, including any data or information transmitted via any server designated as “secure.”

### **Additional Terms and Conditions**

The use of the 1FFC Network by a customer of 1FFC is subject to the terms and conditions of any agreements between such customer and 1FFC. This Policy is incorporated into such agreements by reference.

### **Contact Information**

Any complaints regarding prohibited use or other abuse of the 1FFC Network, including violations of this Policy, should be sent to 1FFC. Please include all applicable information that will assist 1FFC in investigating the complaint, including all applicable headers of forwarded messages.

Sites experiencing live attacks from 1FFC customers should call into our Quality Assurance Team at 800-700-7943 to submit a complaint as quickly as possible. Describe the urgency of the situation should you need immediate attention. If you are unsure whether any contemplated use or action is permitted, please submit questions or comments to 1FFC support.