

## Terms of Website Use

Big Picture Loans is a wholly owned subsidiary of Tribal Economic Development Holdings, LLC, a wholly owned and operated economic arm and instrumentality of the Lac Vieux Desert Band of Lake Superior Chippewa Indians ("Tribe"), created for the benefit of the Tribe and operating pursuant to Tribal law. Big Picture Loans is licensed and regulated by the Tribal Financial Services Regulatory Authority, an independent regulatory body of the Tribe. Big Picture Loans operates in accordance with the Lac Vieux Desert Band of Lake Superior Chippewa Indians Tribal Consumer Financial Services Regulatory Code ("Code"). A complete copy of the Code can be found at [Tribal Consumer Financial Services Regulatory Code.pdf](#).

In these Terms of Website Use (the "Terms"), the words "You" and "Your" mean the visitor. The words "Big Picture Loans," "We", "Us", and "Our", mean Big Picture Loans, LLC. These Terms constitute an agreement between Big Picture Loans and You, governing your access and use of this website, [bigpictureloans.com](#).

### Acceptance of these Terms of Use

PLEASE CAREFULLY REVIEW THESE TERMS BEFORE USING THIS WEBSITE (the "Site"). WHEN YOU ACCESS OR USE THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN BIG PICTURE LOANS PRIVACY POLICY. BIG PICTURE LOANS REQUIRES THAT ALL VISITORS TO OUR SITE ADHERE TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD IMMEDIATELY CEASE USING THE SITE.

### Modification and Changes to the Terms of Use

Big Picture Loans reserves the right, at its sole discretion, to change, modify, add or remove portions of the Terms, at any time. It is Your sole responsibility to check the Terms periodically for any changes. Your continued use of the Site following the posting of changes will constitute Your agreement with and acceptance of the changes.

You agree to use this Site for lawful purposes only. You are prohibited from using this Site or its content in a manner that would violate any applicable Tribal, federal, state, or local law, regulation, rule or ordinance or that could give rise to any civil or criminal liability.

### Information Provided on the Site

The contents of this Site, including its look and feel (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material may be protected under United States copyright, trademark and other intellectual property laws. The contents of the Site belong or are licensed to Big Picture Loans or its software or content suppliers. Big Picture Loans grants You the right to view and use the Site subject to the Terms. You may download or print a copy of information provided on the Site for Your personal, non-commercial use only. Any distribution, reprint or electronic reproduction of any content from this Site, in whole or in part, for any other purpose, is expressly prohibited without Our prior written consent. Big Picture Loans neither represents nor warrants that Your use of materials displayed on the Site will not infringe rights of third parties. While Big Picture Loans uses reasonable efforts to include accurate and up-to-date information on the Site, We make no warranties or representations as to the Site's accuracy.

You understand that by posting materials on the Site or otherwise providing materials to Big Picture Loans, You are granting to Big Picture Loans a royalty-free, perpetual, irrevocable license to use this information in the course of offering our services. Furthermore, You understand that Big Picture Loans retains the right to reformat, excerpt or translate any materials submitted by You. You understand that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from whom such content originated, and that Big Picture Loans will not be liable for any errors or omissions in any content.

### General Description of this Platform

This payment platform is an online service available to Big Picture Loans' customers. You may use this platform to negotiate a settlement agreement and terms of payment(s) Users access the website through a personal computer or mobile device using a communications connection (e.g., modem, telephone line, wireless, etc).

**Insufficient Funds.** Funds must be available in the bank account You have elected for payment when any payment is processed. If a scheduled payment fails because Your bank account has insufficient funds, You are not relieved of Your responsibility to timely pay any amount then due in accordance with the terms and conditions of Your settlement agreement and may incur additional fees.

**Fees for Use of this Platform.** We will not charge You any monthly or payment transaction fees to use this service. We will notify you in advance if this changes.

**Accuracy of Information.** You represent and agree that all information You provide to Us is true, correct and complete. You agree not to misrepresent Your identity or Your authority to schedule an electronic payment using this service. You promise that You have the authority

to authorize Us to credit or debit any amounts authorized under Your settlement agreement or otherwise authorized to or from any bank account You have identified and provided to Us now or in the future. You represent and agree that You are responsible for any harm or damages resulting from Your sharing of Your account or login information with third parties.

### **Site Security**

As a condition of Your use of this Site, You agree that You will not take any action intended to: (i) access data that is not intended for You; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any Big Picture Loans customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the Big Picture Loans network or breach security or authentication measures without proper written authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business. Violations of system or network security may result in civil or criminal liability.

While Big Picture Loans uses reasonable efforts to safeguard the security of the Site, there can be no guaranty that such safeguards will successfully prevent unauthorized alterations in the content or functionality of the Site. Big Picture Loans assumes no liability or responsibility for any unauthorized alterations in the content or functionality of the Site.

### **Website Privacy**

It is the policy of Big Picture Loans to respect the privacy of its users. Please see the terms of our [Privacy Policy](#) for more information.

### **Disclaimers of Warranties**

THE INFORMATION AND MATERIALS CONTAINED ON THIS SITE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY. ADDITIONALLY, BIG PICTURE LOANS DOES NOT WARRANT THAT THE SITE IS FREE FROM HARMFUL VIRUSES.

BIG PICTURE LOANS MAY AMEND OR MODIFY THE CONTENT OF THIS SITE WITHOUT NOTICE TO YOU OR ANY LIABILITY TO YOU. YOU USE THIS SITE AT YOUR OWN RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES.

### **Limitations of Liabilities**

UNDER NO CIRCUMSTANCES WILL BIG PICTURE LOANS, ITS MEMBERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY, EVEN IF BIG PICTURE LOANS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, ANY LINKED SITE, OR RESULTING FROM A DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT WITH YOU, BIG PICTURE LOANS' SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS SITE OR ITS CONTENT.

### **Indemnity**

By using the Site, You agree to defend, indemnify, and hold harmless Big Picture Loans, its members, affiliates, directors, officers, employees, agents, contractors, successors and assigns ("Big Picture Loans Indemnified Parties") from and against any and all losses, claims, damages, costs and expenses (including but not limited to reasonable legal and accounting fees) that Big Picture Loans Indemnified Parties may incur arising or resulting from Your use of this Site, the content of the Site, or Your breach of these Terms. Big Picture Loans Indemnified Parties reserve the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

### **Sovereign Lender**

This Site is made available to You by Big Picture Loans at its office on Tribal land. Because Big Picture Loans is an arm of the Tribe, You may be limited in what claims, if any, You may be able to assert against both the Tribe and Us. To encourage resolution of consumer complaints as well as provide an authorized method of dispute resolution for consumers, pursuant to Section 9 of the Code (see link above), all complaints lodged, filed, or otherwise submitted by You or on Your behalf must follow the Tribal Dispute Resolution Procedure, as described therein.

### **Preservation of Sovereign Immunity**

It is the express intention of the Tribe and Big Picture Loans, operating as an economic arm-of-the-tribe, to fully preserve, and not waive either in whole or in part, exclusive jurisdiction, sovereign immunity, and any other rights, titles, privileges, and immunities, to which they

are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of immunity exists except by express written resolution of the Tribe's Tribal Council specifically authorizing such a waiver as required by Article XIII of the Tribe's Constitution specifically for the matter in question.

### **Minors**

This Site is not directed at children under the age of thirteen (13) or anyone under the age of eighteen (18) and Big Picture Loans does not knowingly collect personal information at this Site from anyone under the age of eighteen (18). By using this Site, You represent and warrant to Big Picture Loans that You are at least 18 years of age.

### **Content Submitted or Made Available for Inclusion at the Site**

Big Picture Loans' policy is to not accept or review unsolicited ideas or suggestions from persons outside Big Picture Loans. Notwithstanding such policy, any ideas, suggestions, know-how, comments, questions or concepts that are offered or communicated to Big Picture Loans through this Site or otherwise shall become the exclusive property of Big Picture Loans, including any related intellectual property rights, and may be treated by Big Picture Loans as non-confidential and non-proprietary. Big Picture Loans shall have the unrestricted right to use and disclose such ideas, suggestions, know-how, comments, questions or concepts etc. for any purpose without compensation or obligation to any party.

### **Conduct of Site Visitors**

Although Big Picture Loans may from time to time monitor, review or remove postings, transmissions, and the like on the Site (collectively, "Communication(s)"), Big Picture Loans is under no obligation to do so and assumes no responsibility or liability arising from the content of any Communications, nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any Communication on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, regulation, rule or ordinance. Big Picture Loans retains the right to remove any such posting and will fully cooperate with any law enforcement authorities or court order requesting or directing Big Picture Loans to disclose the identity of anyone posting any such information or materials.

### **Notices**

Big Picture Loans may give notice to its users by means of a general notice on this Site, email to a user's email address in our records, or by written communication sent by first class mail to a user's address in our records. In order to receive electronic communications, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol and (at least) 128-bit encryption. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Microsoft Internet Explorer 10 or above, the most current version of Google Chrome, or equivalent software support this feature. You will also need a printer connected to your computer to print disclosures/notices. We do not provide ISP services. You must have your own Internet Service Provider.

### **International Use**

None of the products or underlying information or technology available at this Site may be downloaded or otherwise exported (i) to (or to a national or resident of) Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading from, or using the Site, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list. You further agree to indemnify Big Picture Loans against any all costs, liabilities, losses or expenses arising from, or relating to, any asserted violation by You of any of the laws and administrative regulations of the United States relating to the control of exports of commodities and technical data.

### **Protection of Certain Personally-Identifiable Information**

Big Picture Loans, LLC discloses potentially personally-identifiable and personally-identifiable information only to those of its employees, contractors, and affiliated organizations that:

- need to know that information to process it on Big Picture Loans, LLC' behalf or to provide services available at Big Picture Loans, LLC website, and
- that have agreed not to disclose it to others. Some of those employees, contractors, and affiliated organizations may be located outside your home country; by using Big Picture Loans, LLC website, you give consent to the transfer of such information to them. Big Picture Loans, LLC will not rent or sell potentially personally-identifiable and personally-identifiable information to anyone.

Data Protection Rights According to GDPR

As of May 25, 2018, the privacy of our EU-based clients is protected by the General Data Protection Regulation (GDPR). You can correct, update, or delete inaccuracies to the information about you by contacting us directly at [support@bigpictureloans.com](mailto:support@bigpictureloans.com). We will handle your request promptly. If your personal data is protected under EU laws, GDPR gives you various rights in connection with our processing of your personal data.

#### Protection of Mobile Phone Information

Mobile phone information, including but not limited to phone numbers, carrier details, and device identification, is treated with the utmost confidentiality. Such information is strictly used for internal purposes. Under no circumstances will this mobile phone information be shared, sold, or disclosed to third-party entities, affiliates for marketing or for promotional purposes, without explicit consent. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Our commitment to privacy extends to ensuring that all necessary safeguards are in place to protect this sensitive information.

#### Miscellaneous

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, the Terms shall not be deemed unlawful, void or unenforceable, but only that portion that is unlawful, void or unenforceable shall be stricken from these Terms. You agree that if Big Picture Loans does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Big Picture Loans has the benefit of under any applicable law), this will not be taken to be a formal waiver of Big Picture Loans' rights and that those rights or remedies will still be available to Big Picture Loans. All covenants, agreements, representations and warranties made in these Terms shall survive Your acceptance of the Terms and the termination of the agreement(s) contained herein. These Terms represent the entire understanding and agreement between You and Big Picture Loans regarding Your use of the Site and supersede all other previous agreements regarding same.

#### Contact

If You have any questions or concerns regarding this Site, please contact Us by email at [Support@BigPictureLoans.com](mailto:Support@BigPictureLoans.com) or by phone at 1.888.587.7656.