

WCP Rewards Program Terms and Conditions

Please read the WCP Rewards Program Terms carefully for important information about your rights and obligations. By participating in the WCP Rewards Program, you agree to these terms and conditions. The purpose of the WCP Rewards Program is to reward you for continuing to choose WCP as your hard money lender. These WCP Rewards Program Terms may be supplemented with additional terms, conditions, and disclosures, including but not limited to applicable terms related to any promotional offers provided to borrowers for use with the WCP Rewards Program.

Your Points balance will be available by logging into your borrower portal. Please note that it often takes 1-2 weeks or more for Points earned to post to your Points balance. At any time, we may verify and adjust your Points balance based on our records. Points will remain available in your Points balance until they are redeemed for a Reward as described or forfeited. When you earn enough Points, you will be eligible to apply the points for Rewards, as long as your loan(s) with WCP are in Good Standing. Points are redeemable for a specified dollar amount off qualifying fees and expenses. These WCP Rewards Program Terms are separate from your loan approval conditions and other terms associated with your loan(s). By using your Points, you agree to be bound by these WCP Rewards Program Terms. WCP is solely responsible for the WCP Rewards Program operation and may withdraw the WCP Rewards Program or change the Terms of the WCP Rewards Program at any time.

You must be in good standing with no delinquent loan payments at the time of request in order to redeem reward points. WCP may temporarily prohibit you from earning Points, using Points, or using any features of the WCP Rewards Program if: any of your WCP loan(s) become delinquent; WCP suspects that you have engaged in fraudulent activity related to your loan(s) or the Rewards Program; or WCP suspects that you misused the WCP Rewards Program in any way. Points will be forfeited if any of the following occur: your loan(s) goes into foreclosure; you terminate your participation in the WCP Rewards Program; you engage in any fraudulent activity or misuse related to your WCP loan(s) or the WCP Rewards Program.

Requests to use Points towards a new loan must be made in writing at the time of loan origination. All loan approval conditions still apply. Points cannot be combined with other discounts or promotions, unless those discounts or promotions state otherwise. All other fees and charges still apply. Points may not be used retroactively and are not redeemable for cash under any circumstances. Points are nontransferable. **Subject to any requirements or limitations of applicable law, WCP may at any time for any reason change or terminate the WCP Rewards Program and these WCP Rewards Program Terms without notice.** WCP reserves the right to terminate you from the WCP Rewards Program. If the WCP Rewards Program terminates, WCP terminates you from participating in the WCP Rewards Program, or you voluntarily cancel enrollment in the WCP Rewards Program, all Points will be forfeited.

Points may not be sold, transferred or altered in any way by you. Points may not be used as payment for any outstanding obligations to WCP or its affiliates. If Points are applied towards a loan that does not close, at no fault of WCP, then those Points are not refundable and may not be applied to any future loan(s). Exclusions apply and may change from time to time.

If Points you believe were earned have not timely posted to your Points balance, you may dispute your Points balance by contacting your loan officer. WCP will use reasonable efforts to investigate your Points dispute if you notify WCP within 90 days of the posting date. If you do not notify WCP within that period, you waive your right to make a Points dispute with respect to that dispute. WCP may require you to provide written confirmation of the dispute and the applicable financing amount and may decline to investigate further if you do not provide the requested confirmation or a valid receipt. Upon completion of the investigation, WCP will have no further responsibilities if you later reassert the same Points dispute.

Unless otherwise required by law, WCP, nor any of our or its affiliates, officers, directors, employees, service providers, or agents will be liable to you, or anyone making a claim on your behalf, in connection with the WCP Rewards Program or these WCP Rewards Program Terms, including but not limited to, use of the WCP Rewards Program and any Points redeemed through the WCP Rewards Program. **Important note: Notwithstanding the foregoing, any liability that WCP may have to you in connection with the WCP Rewards Program shall be limited to the amount of any Points you have earned in accordance with these WCP Rewards Program Terms.** WCP, and all of its subsidiaries and affiliates make no warranty, express or implied with respect to the WCP Rewards Program or any products or services related to such WCP Rewards Program. You are responsible for any tax liability that may result from participation in the WCP Rewards Program. Consult your tax advisor concerning such tax consequences.

You may cancel your participation in the WCP Rewards Program at any time by contacting your loan officer. If you cancel your participation in the WCP Rewards Program, you will no longer earn Points and you will forfeit your unused Points. Your cancellation will not affect any previously redeemed Points.

The WCP Rewards Program and these WCP Rewards Program Terms are governed by federal law and, to the extent state law applies, the laws of the Commonwealth of Virginia, you may not assign your rights or obligations under these WCP Rewards Program Terms to any other person or entity. **Important note: You and WCP agree that each of us may bring claims arising from or relating to these WCP Rewards Program Terms only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.** "Claim," as used in these WCP Rewards Program Terms means any claim, dispute or controversy that in any way arises from or relates to these WCP Rewards Program Terms.

These WCP Rewards Program Terms supersede any previous terms and conditions governing the WCP Rewards Program. The WCP Rewards Program is not available where and to the extent prohibited by law. If any part of these WCP Rewards Program Terms conflict with applicable law, that provision will be deemed severed from these WCP Rewards Program Terms and the remainder of the WCP Rewards Program Terms will remain in effect. WCP will not lose our rights under these WCP Rewards Program Terms because WCP chooses to delay or not enforce them. If you have any questions about the WCP Rewards Program, please contact your loan officer.