Terms and Conditions

PACE Funding Group, LLC DBA Home Run Financing - DFPI license number: 60DBO-91769
Call 1-844-873-7223 or Visit **HomeRunFinancing.com**

TERMS AND CONDITIONS

Last Updated: August 15, 2026

Terms and Conditions Agreement

THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, INCLUDING AN AGREEMENT TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, A WAIVER OF THE RIGHT TO A JURY TRIAL, AND A WAIVER OF THE RIGHT TO PARTICIPATE IN CLASS ACTION LITIGATION. PLEASE REVIEW THE DISPUTE RESOLUTION SECTION CAREFULLY.

This Terms and Conditions Agreement ("Agreement") governs your access to and use of websites owned or operated by PACE Funding Group, LLC d/b/a Home Run Financing ("Home Run Financing," "Company," "we," "our," or "us"), including www.homerunfinancing.com and any related websites, webpages, forms, applications, content, resources, communications, and services that reference this Agreement (collectively, the "Website").

This Agreement also applies to any products, services, resources, financing information, educational materials, customer support functions, contractor resources, applications, communications, and other offerings made available through the Website (collectively, the "Services"), regardless of how they are accessed, including through desktop computers, mobile devices, tablets, or other platforms.

By accessing, browsing, submitting information through, or using the Website or Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement and the Home Run Financing Privacy Policy, which is incorporated into this Agreement by reference. If you do not agree to this Agreement, you should not access or use the Website or Services.

For purposes of this Agreement:

- "You" and "your" mean any individual or entity accessing or using the Website or Services, including any person acting on behalf of another person or entity.
- "Home Run Financing," "Company," "we," "us," and "our" mean PACE Funding Group, LLC d/b/a Home Run Financing and its successors and assigns.
- "Service Providers" mean third parties that assist Home Run Financing in operating the Website, processing inquiries, supporting applications, administering programs, providing customer service, servicing accounts, supporting marketing activities, maintaining technology systems, or performing related business functions.
- "Contractors" mean independent home improvement contractors, installers, project providers, or similar third parties that may participate in Home Run Financing programs or provide services to property owners.
- "Program Participants" mean contractors, service providers, investors, administrators, governmental entities, consultants, and other third parties that support, participate in, facilitate, administer, service, or otherwise assist with Home Run Financing products, programs, or services.
- "Inquiry Form" means any request for information, application, questionnaire, online form, contact request, contractor inquiry, financing inquiry, or similar submission completed through the Website.

Home Run Financing may revise this Agreement at any time. Any revisions will become effective when posted on the Website, unless otherwise stated. Continued use of the Website or Services after revised terms are posted constitutes acceptance of those revisions.

The Website and Services are intended for individuals who are at least eighteen (18) years of age and who access the Website from within the United States. By accessing or using the Website or Services, you represent that you meet these requirements.

Certain Services may be subject to additional disclosures, consents, agreements, program requirements, financing documents, application terms, electronic consent

agreements, or other supplemental terms (collectively, "Additional Terms"). Any Additional Terms are incorporated into this Agreement by reference. To the extent any Additional Terms conflict with this Agreement, the Additional Terms will control with respect to the applicable Service.

If any executed financing agreement, required disclosure, program handbook, or other transaction-specific document conflicts with this Agreement, the transaction-specific document will control with respect to the applicable financing transaction.

Privacy Policy

Our Privacy Policy, explains how Home Run Financing collects, uses, discloses, retains, and protects personal information obtained through the Website and Services.

By using the Website or Services or by providing information through an Inquiry Form, you acknowledge and agree that Home Run Financing may collect, use, disclose, retain, and protect information as described in the Privacy Policy.

Home Run Financing may retain records as necessary to comply with applicable federal, state, and local laws, regulatory obligations, record retention requirements, licensing requirements, audit obligations, examination requirements, legal requests, and other business or compliance requirements.

Electronic Communications

By providing a telephone number, mobile telephone number, email address, mailing address, or other contact information, you consent to receive communications from Home Run Financing and its service providers regarding:

- financing inquiries;
- applications and eligibility reviews;
- contractor participation;
- project-related matters;
- customer service matters;

- account servicing;
- required notices and disclosures;
- marketing communications; and
- other products or services that may be of interest to you.

Communications may be sent by telephone, text message, email, prerecorded message, automated technology, mail, or other means permitted by applicable law and any consent you provide.

Consent to receive marketing communications is not required as a condition of obtaining financing or any other service. You may revoke consent or opt out of certain communications as permitted by applicable law and as described in the applicable communication, disclosure, consent form, or Privacy Policy.

Certain financing-related notices, disclosures, agreements, or records may be subject to separate electronic delivery consent requirements, and Home Run Financing may request additional consent before providing such materials electronically.

Ownership Rights

All text, graphics, photographs, videos, audio, trademarks, logos, artwork, interfaces, data, documents, forms, disclosures, calculators, software, code, and other materials available through the Website or Services (collectively, "Content") are owned by or licensed to Home Run Financing and are protected by copyright, trademark, trade secret, unfair competition, and other applicable intellectual property laws.

Except as expressly permitted by Home Run Financing, no portion of the Website, Content, or Services may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, modified, aggregated, indexed, scraped, reverse engineered, or otherwise exploited for any commercial purpose or enterprise without Home Run Financing's prior written consent.

Nothing on the Website or Services should be interpreted as granting any license or right to use any Content, trademark, logo, or other intellectual property of Home Run Financing or any third party. Home Run Financing reserves all rights not expressly granted under this Agreement.

Code of Conduct

You are solely responsible for your conduct in connection with the Website and Services.

You agree not to:

1. alter, delete, conceal, or remove any copyright, trademark, service mark, or other proprietary notice contained on the Website, Content, or Services;
2. modify, reverse engineer, decompile, disassemble, or create derivative works from any portion of the Website, Content, or Services;
3. violate any applicable law or regulation;
4. infringe or violate the intellectual property, privacy, publicity, contractual, or other rights of Home Run Financing or any third party;
5. interfere with, disrupt, impair, or alter the use, functionality, security, operation, or maintenance of the Website, Content, or Services;
6. impersonate any person or entity or falsely state or misrepresent an affiliation with any person or entity;
7. submit false, inaccurate, incomplete, misleading, unauthorized, or fraudulent information;
8. solicit passwords, account credentials, or personal information from other users for any commercial, unlawful, or unauthorized purpose;
9. introduce viruses, malware, harmful code, or other technology intended to damage, interfere with, or intercept any system, data, or information;

10. engage in spamming, flooding, phishing, harvesting, scraping, spidering, crawling, indexing, database extraction, or other similar activity;
11. use automated means to access, monitor, copy, extract, or collect Website content or data without prior written consent from Home Run Financing; or
12. access or use the Website, Content, or Services, in whole or in part, to train, develop, test, improve, or operate any artificial intelligence, machine learning, large language model, algorithmic system, data set, or similar technology without Home Run Financing's prior written consent.

Home Run Financing may suspend, restrict, or terminate access to the Website or Services if Home Run Financing determines, in its discretion, that a user has violated this Agreement or applicable law.

Copyright Infringement Notices

If you believe that any Content available through the Website infringes your copyright or other legal rights, please contact Home Run Financing at info@homerunfinancing.com.

Your notice should include:

- a description of the copyrighted work or other protected material that you claim has been infringed;
- a description of where the allegedly infringing material is located on the Website;
- your name, address, telephone number, and email address;
- a statement that you have a good-faith belief that the disputed use is not authorized by the rights owner, its agent, or the law;
- a statement that the information in your notice is accurate; and
- a statement that you are the rights owner or authorized to act on behalf of the rights owner.

Links to Third-Party Websites

The Website may contain links to websites, resources, products, or services maintained by third parties ("Third-Party Sites"). Links to Third-Party Sites are provided for convenience and reference only.

Home Run Financing does not operate, control, endorse, or assume responsibility for any Third-Party Site or for any content, information, software, product, service, privacy practice, security practice, statement, or representation available through a Third-Party Site.

Your use of any Third-Party Site is at your own risk and may be subject to the terms, conditions, and privacy policies of the applicable third party. Home Run Financing is not responsible for any loss, damage, technical issue, system issue, or other harm arising out of or relating to your access to or use of any Third-Party Site.

Home Run Financing Services

Home Run Financing provides information regarding Property Assessed Clean Energy ("PACE") financing and related home improvement financing opportunities.

The Services may include:

- educational resources;
- financing information;
- program materials;
- state-specific resources;
- online application or inquiry tools;
- eligibility reviews;
- customer support resources;
- contractor participation information;
- required disclosures; and

- related financing support services.

Information provided through the Website and Services is for informational purposes only and does not constitute:

- a commitment to provide financing;
- a guarantee of eligibility;
- a guarantee of project approval;
- legal advice;
- tax advice;
- accounting advice;
- investment advice; or
- financial planning advice.

Any financing opportunity remains subject to applicable federal, state, local, municipal, property-specific, and program-specific requirements, including eligibility criteria, property requirements, underwriting standards, assessment requirements, contractor requirements, disclosures, waiting periods, cancellation rights, executed agreements, and other conditions.

Submission of an Inquiry Form or other information through the Website does not guarantee approval for financing, establish eligibility, create a binding obligation by Home Run Financing to provide financing, or satisfy applicable financing requirements.

Services offered by Home Run Financing may only be made to residents of states where Home Run Financing is authorized to conduct business. To the extent you seek or receive information from Home Run Financing regarding any prospective product or service that would be outside our authorized jurisdiction(s), that information is for informational purposes only. Home Run Financing shall have the right to discontinue, suspend, or terminate the offering of any product or service in any specific state through the Websites at any time, without prior notice.

To help the government fight identity theft, the funding of terrorism, and money laundering activities, and to attempt to verify your identity, Home Run Financing may obtain, verify, and record information that identifies each person who uses our Websites or Services and/or opens an account with us. Home Run Financing may ask for your name, Social Security number, address, telephone number, date of birth, and/or other important information including, but not limited to, information received from your credit file, that may allow us to properly identify you.

PACE Financing Disclosures

PACE financing is a form of financing that may be used for eligible home improvement projects, subject to applicable program requirements. Eligible projects may vary by jurisdiction and may include, where permitted, energy efficiency, renewable energy, water efficiency, hurricane protection, seismic resiliency, wildfire resiliency, and other qualifying improvements.

PACE financing has unique terms and consequences. Depending on applicable law and program requirements:

- repayment obligations may appear as a separate line item on a property tax bill;
- financing may be secured by an assessment against the property;
- a buyer or mortgage lender may require payoff of the remaining balance in connection with a sale or refinance;
- approval may depend on property equity, payment history, ability to repay, project eligibility, contractor eligibility, and other requirements;
- cancellation rights, waiting periods, disclosure requirements, or other consumer protections may apply; and
- savings, tax benefits, insurance benefits, and utility cost reductions are not guaranteed.

You should carefully review all applicable financing documents, program handbooks, disclosures, cancellation notices, payment terms, and other materials before entering into any financing transaction. You should consult your own legal, tax, financial, insurance, real estate, or other advisers regarding your specific circumstances.

Contractors and Third-Party Providers

Home Run Financing may provide information regarding contractors, maintain contractor participation programs, facilitate communications between users and contractors, or permit contractors to participate in financing-related activities.

Contractors are independent third parties. Contractors are not employees, agents, partners, or joint venturers of Home Run Financing unless expressly stated in a written agreement signed by Home Run Financing.

Home Run Financing does not warrant or guarantee:

- contractor qualifications;
- contractor licensing status;
- contractor insurance;
- contractor compliance with law;
- workmanship;
- pricing;
- materials;
- project scope;
- project completion;
- project timing;
- warranties;
- savings estimates;

- performance claims; or
- the suitability of any contractor, product, service, or improvement.

You are responsible for evaluating, selecting, and entering into any agreement with a contractor. Any dispute regarding project scope, installation, pricing, workmanship, materials, warranties, property damage, contractor performance, or related contractor services is between you and the contractor, except to the extent otherwise required by applicable law or expressly provided in a separate written agreement.

User Information and Submissions

Certain portions of the Website may allow you to submit information to Home Run Financing, including contact information, property information, project information, contractor information, financing-related information, or other information.

By submitting information through the Website or Services, you represent and warrant that:

- the information is true, accurate, current, and complete;
- you have authority to submit the information;
- your submission does not violate any law or third-party right; and
- you will promptly update the information if it becomes inaccurate or incomplete.

You authorize Home Run Financing to use submitted information to respond to inquiries, evaluate potential financing opportunities, administer financing programs, communicate with you, provide customer support, verify information, comply with legal obligations, and conduct related business activities, subject to the Privacy Policy.

Home Run Financing may request additional information to verify identity, evaluate eligibility, comply with legal obligations, prevent fraud, service accounts, or administer financing programs.

Disclaimers and Liability

THE WEBSITE, CONTENT, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY LAW, HOME RUN FINANCING DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, ACCURACY, COMPLETENESS, AVAILABILITY, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

HOME RUN FINANCING DOES NOT WARRANT OR REPRESENT THAT THE WEBSITE, CONTENT, OR SERVICES WILL BE COMPLETE, ACCURATE, CURRENT, RELIABLE, SECURE, ERROR-FREE, UNINTERRUPTED, OR AVAILABLE FOR ANY PARTICULAR PURPOSE.

HOME RUN FINANCING IS NOT RESPONSIBLE FOR ERRORS OR DELAYS CAUSED BY INCORRECT INFORMATION PROVIDED BY YOU, TECHNICAL ISSUES, THIRD-PARTY ACTIONS, SYSTEM FAILURES, INTERNET OUTAGES, OR OTHER MATTERS OUTSIDE HOME RUN FINANCING'S REASONABLE CONTROL.

ANY RELIANCE YOU PLACE ON THE WEBSITE, CONTENT, OR SERVICES IS AT YOUR OWN DISCRETION AND RISK. HOME RUN FINANCING DOES NOT GUARANTEE ANY PARTICULAR FINANCING OUTCOME, PROJECT OUTCOME, SAVINGS, TAX TREATMENT, INSURANCE RESULT, UTILITY REDUCTION, CONTRACTOR PERFORMANCE, OR PROPERTY VALUE IMPACT.

SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THE DISCLAIMERS IN THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Indemnity

You agree to defend, indemnify, and hold harmless Home Run Financing and its officers, directors, managers, members, employees, agents, representatives,

licensors, successors, assigns, contractors, and service providers (collectively, the "Home Run Financing Parties") from and against any claims, losses, liabilities, expenses, demands, damages, costs, and fees, including reasonable attorneys' fees, arising out of or relating to:

1. your use of the Website, Content, or Services;
2. your violation or alleged violation of this Agreement;
3. your violation or alleged violation of applicable law;
4. your submission of false, inaccurate, incomplete, misleading, unauthorized, or fraudulent information;
5. your infringement or alleged infringement of any intellectual property, privacy, publicity, contractual, or other right of any person or entity; or
6. any dispute between you and a third party, including a contractor or other service provider.

You agree not to settle any claim subject to indemnification without Home Run Financing's prior written consent. Home Run Financing reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification, and you agree to cooperate fully in the defense of any such matter.

Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, HOME RUN FINANCING SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES, INCLUDING LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE WEBSITE, CONTENT, SERVICES, THIS AGREEMENT, CONTRACTOR SERVICES, THIRD-PARTY SERVICES, OR ANY INFORMATION AVAILABLE THROUGH THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY LAW, HOME RUN FINANCING'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE, CONTENT, SERVICES, OR THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100.00).

THE LIMITATIONS IN THIS SECTION DO NOT LIMIT LIABILITY OR ALTER RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME LIMITATIONS MAY NOT APPLY TO YOU.

Dispute Resolution (Including Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver)

PLEASE READ THIS DISPUTE RESOLUTION SECTION CAREFULLY. IT CONTAINS AN ARBITRATION AGREEMENT. THIS SECTION MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO HAVE A JURY HEAR YOUR CLAIMS. THIS SECTION ALSO CONTAINS PROCEDURES FOR FINAL BINDING INDIVIDUAL ARBITRATION AND A WAIVER OF ANY RIGHT TO FILE OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION, SUBJECT TO THE LIMITED EXCEPTIONS BELOW.

This Dispute Resolution section also explains that you and Home Run Financing waive the right to a jury trial to the fullest extent permitted by applicable law. In arbitration, disputes are resolved by an arbitrator, not a judge or jury, and there is generally less discovery and appellate review than in court.

Application to Program Participants

As used in this Dispute Resolution section, "Home Run Financing" includes the Home Run Financing Parties and, where applicable, Program Participants involved in your use of the Website or Services. Program Participants are intended third-party beneficiaries of this Dispute Resolution section to the extent a claim arises out of or relates to your use of the Website or Services, communications received in

connection with the Website or Services, or interactions facilitated through the Website or Services.

Arbitration Agreement

If unable to resolve a dispute informally, you and Home Run Financing agree to resolve through final and binding individual arbitration, except as otherwise provided in this Dispute Resolution section or prohibited by applicable law, any dispute, claim, or controversy ("Dispute") arising out of or relating to:

1. this Agreement or any prior version of this Agreement, including its formation, existence, breach, termination, enforcement, interpretation, validity, scope, or enforceability;
2. the Website, Content, or Services;
3. access to or use of the Website, Content, or Services;
4. information submitted through the Website or Services;
5. advertising, marketing, telephone, text message, email, or other communications relating to the Website or Services;
6. any interaction between you and Home Run Financing arising from the Website or Services; or
7. any interaction between you and a Program Participant arising from the Website or Services.

You agree that any dispute regarding the enforceability, applicability, interpretation, formation, validity, or scope of this Agreement or this arbitration agreement is a Dispute subject to arbitration and shall be resolved by the arbitrator, except where applicable law requires otherwise.

This Agreement and this arbitration agreement do not prevent you from bringing a matter to the attention of any federal, state, or local government agency.

Military Lending Act Exception

Notwithstanding anything in this Agreement to the contrary, the arbitration provisions of this Agreement shall not apply to any "covered borrower" entitled to protections under the Military Lending Act, 10 U.S.C. § 987, and its implementing regulations, to the extent mandatory arbitration is prohibited or restricted by applicable law.

Nothing in this Agreement shall be interpreted, applied, or enforced in a manner that violates the Military Lending Act or any other applicable federal, state, or local law.

Exceptions to Arbitration

Notwithstanding this arbitration agreement, you and Home Run Financing each retain the right:

1. to assert claims in small claims court, so long as the claims qualify for small claims court and proceed only on an individual, non-class, non-representative basis; and
2. to seek temporary or preliminary injunctive or equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property, confidential information, security interests, or other rights.

If a claim qualifies for small claims court but a party commences arbitration, either party may elect to have the claim resolved in small claims court by providing written notice to the other party and the arbitration administrator. Any dispute about whether a claim qualifies for small claims court shall be resolved by the small claims court, not by an arbitrator.

Opt-Out of Mandatory Arbitration

You may reject and opt out of this arbitration agreement within thirty (30) days after first accepting this Agreement by sending written notice to Home Run Financing at:

PACE Funding Group, LLC d/b/a Home Run Financing
750 University Ave, Suite 140
Los Gatos, CA 95032

Your opt-out notice must include your first and last name, mailing address, email address, and a clear statement that you intend to opt out of the arbitration agreement. Opting out of arbitration does not affect any other provision of this Agreement, including the governing law, Mandatory Informal Dispute Resolution, and venue provisions.

Mandatory Informal Dispute Resolution

Before initiating arbitration, you and Home Run Financing agree to make a good-faith effort to resolve any Dispute informally.

The party initiating the Dispute must first send written notice to the other party describing the Dispute. The notice must include:

1. the initiating party's name and contact information, including address, telephone number, and email address;
2. the email address associated with the applicable account or inquiry, if any;
3. information sufficient to identify the transaction, inquiry, communication, or interaction at issue;
4. the nature and basis of the Dispute; and
5. the nature and basis of the relief sought, including any calculation of damages.

Your notice must be personally signed by you or your counsel. Home Run Financing's notice must be personally signed by a Home Run Financing representative or counsel.

Notices to Home Run Financing must be sent to:

PACE Funding Group, LLC d/b/a Home Run Financing
750 University Ave, Suite 140
Los Gatos, CA 95032

Home Run Financing's notice to you will be sent to the physical address, email address, or other contact information associated with your account, inquiry, or most recent use of the Services.

The initiating party must allow the other party sixty (60) days to respond and attempt to resolve the Dispute before initiating arbitration or another proceeding permitted under this Agreement.

During this sixty (60)-day period, the parties agree to use reasonable, good-faith efforts to resolve the Dispute. If requested by either party, the parties agree to participate in an individualized telephone or video conference to discuss potential resolution. If a party is represented by counsel, counsel may participate.

Compliance with this informal dispute resolution process is mandatory and is a condition precedent to initiating arbitration. Any applicable limitations period, including any statute of limitations, and any arbitration filing fee deadline shall be tolled while the parties participate in this informal dispute resolution process.

If a dispute arises regarding the sufficiency of a notice or compliance with this process, either party may ask a court of competent jurisdiction to resolve that issue, and any arbitration shall be stayed pending resolution of the issue.

Initiating Arbitration

After completion of the informal dispute resolution process, a party may initiate arbitration by providing the other party with a written demand for arbitration and filing the demand with JAMS.

A party initiating arbitration against Home Run Financing must send the written demand for arbitration to:

PACE Funding Group, LLC d/b/a Home Run Financing
750 University Ave, Suite 140
Los Gatos, CA 95032

Home Run Financing may send a written demand for arbitration to the physical address, email address, or other contact information associated with your account, inquiry, or most recent use of the Services.

The arbitration demand must include a certification that the informal dispute resolution process has been completed and must include a copy of the original

dispute notice. The demand and certification must be personally signed by the party initiating arbitration or that party's counsel.

By signing or filing an arbitration demand, the initiating party and counsel certify that, to the best of their knowledge, information, and belief, formed after reasonable inquiry:

1. the arbitration demand is not presented for an improper purpose, such as harassment, unnecessary delay, or needless increase in dispute-resolution costs;
2. the claims and legal contentions are warranted by existing law or by a nonfrivolous argument to extend, modify, reverse, or establish law; and
3. the factual contentions have evidentiary support or are likely to have evidentiary support after reasonable investigation or discovery.

The arbitrator may impose any relief or sanctions available under applicable law for violation of this requirement.

Arbitration Rules and Governing Law

The parties agree that this arbitration agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this arbitration agreement.

The arbitration shall be administered by JAMS under its applicable rules, including the JAMS Streamlined Arbitration Rules and Procedures, Comprehensive Arbitration Rules and Procedures, and Mass Arbitration Procedures and Guidelines, as applicable and as modified by this Agreement.

The JAMS rules are available at www.jamsadr.com.

The arbitration will be conducted by a single arbitrator, unless the applicable JAMS rules provide otherwise. If JAMS is unavailable or unwilling to administer the arbitration consistent with this Agreement, the parties shall attempt to agree on

another arbitration administrator. If the parties cannot agree, either party may petition a court of competent jurisdiction to appoint an arbitration administrator.

Arbitrator's Decision

The arbitrator shall issue a reasoned written award. Judgment on the arbitration award may be entered in any court having jurisdiction, except that an award that has been satisfied may not be entered.

The arbitrator's decision shall be final and binding on the parties to the arbitration. The arbitration award shall have no preclusive effect in any other arbitration or proceeding that does not involve the same parties.

Arbitration Fees

Payment of arbitration filing, administrative, and arbitrator fees will be governed by the applicable JAMS rules and applicable law.

If the arbitrator determines that you cannot afford to pay arbitration fees and cannot obtain a waiver from the arbitration administrator, Home Run Financing will pay such fees to the extent required to prevent arbitration from being cost-prohibitive.

Each party shall be responsible for its own attorneys' fees and costs unless such fees or costs are authorized by applicable law, awarded by the arbitrator, or available under another agreement between the parties.

Additional Procedures for Mass Arbitration

If twenty-five (25) or more similar arbitration demands are asserted or sought to be asserted against Home Run Financing by claimants represented by the same counsel or by counsel acting in coordination ("Mass Arbitration"), the JAMS Mass Arbitration Procedures and Guidelines and this section shall apply.

The parties agree to act in good faith to promote the efficient, fair, and cost-effective resolution of Mass Arbitration demands. The parties and their counsel shall cooperate with JAMS, any process administrator, and the arbitrator to address

administrative issues, batching, scheduling, fee allocation, exchange of information, and other procedures intended to promote efficient resolution.

Mass Arbitration demands may be batched as permitted by the applicable JAMS rules or as ordered by the process administrator or arbitrator. Decisions in one batch shall not have precedential effect in any other batch or proceeding.

If your Dispute is part of a Mass Arbitration, any applicable limitations period shall be tolled from the time your Dispute is first submitted to JAMS until your Dispute proceeds in arbitration or is settled, withdrawn, otherwise resolved, or removed from arbitration.

A court of competent jurisdiction shall have authority to enforce this Mass Arbitration section, including by staying or enjoining the filing, prosecution, administration, or fee assessment of arbitrations that do not comply with this section.

Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND HOME RUN FINANCING KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE WEBSITE, CONTENT, OR SERVICES.

Class, Collective, and Representative Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND HOME RUN FINANCING AGREE THAT ANY DISPUTE MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO HEAR, ARBITRATE, ADMINISTER, OR RESOLVE ANY CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

NOTHING IN THIS SECTION PREVENTS YOU OR HOME RUN FINANCING FROM PARTICIPATING IN A CLASS-WIDE, COLLECTIVE, OR REPRESENTATIVE SETTLEMENT OF CLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Changes to Arbitration Agreement

If Home Run Financing changes this Dispute Resolution section after the date you last accepted this Agreement, you may reject that change by sending written notice to Home Run Financing within thirty (30) days after the change becomes effective.

Your notice must include your first and last name, mailing address, telephone number, email address, and a clear statement that you reject the change to the Dispute Resolution section.

Rejecting a change does not revoke or alter any prior agreement to arbitrate a Dispute between you and Home Run Financing.

Severance of Arbitration Agreement

If any portion of this arbitration agreement is found to be void, unenforceable, or unlawful, the unenforceable portion shall be severed, and the remaining portions shall remain in effect to the fullest extent permitted by law.

Notwithstanding the foregoing, if the Class, Collective, and Representative Action Waiver is found to be unenforceable with respect to a particular claim or request for relief, and all appeals from that decision have been exhausted or the decision is otherwise final, then that claim or request for relief may proceed in a court of competent jurisdiction. Any remaining claims subject to arbitration shall be stayed pending arbitration.

Survival of Arbitration Agreement

Except as otherwise provided in this Dispute Resolution section, this arbitration agreement survives termination of this Agreement, termination of your access to the Website or Services, and the end of any relationship between you and Home Run Financing.

Governing Law

Except as otherwise provided in this Agreement and to the extent permitted by applicable law, this Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles, except that the arbitration agreement is governed by the Federal Arbitration Act as described in the Dispute Resolution section.

To the extent permitted by applicable law, any court proceeding not subject to arbitration shall be brought in the state or federal courts located in Santa Clara County, California, and you consent to the personal jurisdiction and venue of those courts.

Entire Agreement

This Agreement, including all policies, agreements, terms, disclosures, and other provisions incorporated by reference, constitutes the entire agreement between you and Home Run Financing regarding the Website and Services and supersedes all prior or contemporaneous oral or written agreements or communications between you and Home Run Financing regarding the same subject matter.

If there is a conflict between this Agreement and any Additional Terms applicable to a specific Service, the Additional Terms shall control with respect to that specific Service.

Enforceability and Severability

If any provision of this Agreement is found to be unlawful, void, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, if possible. If modification is not possible, the provision shall be severed, and the remaining provisions shall remain in full force and effect.

This section does not limit the specific severability provisions in the Dispute Resolution section.

Waiver Only in Writing

Home Run Financing's failure to enforce any right or provision of this Agreement does not constitute a waiver of that right or provision and does not limit Home Run Financing's ability to enforce that right or provision later.

No waiver by Home Run Financing will be effective unless made in writing and signed by an authorized representative of Home Run Financing.

Opt-Out Instructions

You may opt out of receiving marketing calls, texts, and/or emails from Home Run Financing by using the opt-out method provided in the applicable communication or by contacting Home Run Financing at:

Email: info@homerunfinancing.com
Phone: 844-USE-PACE
Mail: 750 University Ave, Suite 140, Los Gatos, CA 95032

You may opt out of marketing emails by using the "unsubscribe" link included in marketing emails, if available, or by contacting Home Run Financing using the contact information above.

You may opt out of text messages by replying "STOP" or by using any other opt-out method provided in the applicable text message, if available.

Opting out of marketing communications does not prevent Home Run Financing from sending non-marketing communications, including communications regarding applications, transactions, accounts, servicing, required notices, legal matters, or other non-marketing purposes.

If you submit a new inquiry, application, or request after opting out, you may receive communications relating to that new inquiry, application, or request, subject to applicable law and any consent you provide.

Contact Information

For questions regarding this Agreement, please contact:

PACE Funding Group, LLC d/b/a Home Run Financing
750 University Ave, Suite 140, Los Gatos, CA 95032
844-USE-PACE
info@homerunfinancing.com

PACE Funding Group, LLC DBA Home Run Financing - DFPI license number: 60DBO-91769
Call 1-844-873-7223 or Visit **HomeRunFinancing.com**