

Terms and Conditions

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, our Advertising Disclosures, and our Privacy Policy, supplemented by the Privacy Notice for California Residents, incorporated herein by reference. All information we collect on this Website is subject to our Privacy Policy. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and they apply to all access to and use of the Website thereafter. It is our policy to post any changes we make to these Terms of Use on this page with a notice on the Website home page. If we make material changes to these Terms of Use, we will notify you through a notice on the Website home page. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website or any of our Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

I. SERVICES

myaccessloans.com provides users the opportunity to obtain information about certain loans and other financial products and services offered through third-party service providers and advertisers. myaccessloans.com is not an agent or advisor to you or any other third party. You acknowledge and agree that our Website is solely an intermediary to connect users with service providers in order to obtain information about certain financial products and services. You acknowledge and agree that we are not a financial institution, credit card issuer, or other financial service provider and that any information or advice made available through the Services is for informational purposes only. We do not, and will not, make any coverage or credit decision with any service provider that may be referred to you through our Services.

We do not (i) validate the licensing, certification or other qualification of Service Providers that you may encounter through our Services, (ii) guarantee the terms or rates offered by any third party through or on our Services, or (iii) issue credit cards or any other financial products.

We are not responsible for the conduct or policies of the service providers. The terms and rates provided by any service provider will be subject to the applicable terms and conditions of the products and services offered by the service providers.

II. ELIGIBILITY

This Website and our Services are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website or any of the Services.

III. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in whole or in part, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

In order to access some of the Services, you may be required to provide certain contact information, including your email, through our Website. You agree that all information you provide directly to us on our Website or through other communications with us is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

In order to receive information about financial services and products from third party service providers, you will be required to submit a request that provides certain information about yourself to third parties, such as your email address, phone number, bank account information, financial information, and homeowner status. You represent and warrant that all User Data that you submit is true and accurate, and that you are authorized to share it with us. You agree that all User Data submitted in an Information Request is governed by the privacy policies of such service provider or third party to whom you submit the Information Request.

You authorize the service providers and their affiliates to conduct all necessary research with your User Data for purposes of providing you with the information you request.

By providing us with contact information through the Website or any of the Services, you agree to receive communications from us, either directly, on our Website, or through a third party, including via email, calls and text messages. We may also contact you by telephone using an automated dialing system along with a pre-recorded message or interactive voice response system. These calls may be for information and marketing purposes, including to provide you with information about BusinessLoans.com's services. Standard text message and minute charges applied by your cell phone carrier will apply. If you wish to opt out of these communications, please either follow the unsubscribe options in the email itself or email us at support@myaccessloans.com. You may update your contact information by contacting us at support@myaccessloans.com. Additionally, by submitting Information Requests, you consent to be contacted by the relevant service providers via email or telephone. Any request to opt out of such communications must be directed to such service provider.

IV. PERSONAL USE

We are making the Services available to you for your personal and non-commercial use only. You may not (and you agree not to) use, copy, distribute, transmit, broadcast, sell, resell, or do anything else with the Services for any other purpose.

V. INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) (the "Licensed Content"), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

VI. USER CONTRIBUTIONS

The Website may contain message boards and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. You are solely responsible for any User Contribution you post on the Website, and the consequences of posting or publishing it. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns. All of your User Contributions do and will comply with these Terms of Use.

VII. PROHIBITED USES AND CONTENT STANDARDS

You may use the Website and the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in this Section VII.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- To post User Contributions that contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- To post User Contributions that promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- To post User Contributions that violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy
- To post User Contributions that would be likely to deceive any person.
- To post User Contributions that promote any illegal activity, or advocate, promote or assist any unlawful act.
- To post User Contributions that contain lies, falsehoods or misrepresentations that could damage us or anyone else.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website or the Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

VII. DIGITAL MILLENNIUM COPYRIGHT ACT

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights complaint about material posted on the Website, you may contact our Designated Agent:

ACCESS BUSINESS LOANS LLC

support@myaccessloans.com

242 West 36Th Street,

New York City, NY 10018

Notice Procedure. Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of those materials on the Services is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringer. BusinessLoans.com will promptly, without notice, terminate the accounts, where applicable, or suspend access of users that we determine to be "Repeat Infringers." A Repeat Infringer is a user who has been notified of infringing activity or has had User Contributions removed from the Website at least twice.

IX. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a

means external to our Website for any reconstruction of any lost data. Use of the Services is at your own risk. The Services are provided on an “as is” and “as available” basis.

BusinessLoans.com and its affiliates, suppliers and partners expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

BusinessLoans.com and its affiliates, suppliers and partners make no warranty that:

- The Website or the Services will meet your requirements.
- The Website or the Services will be uninterrupted, timely, secure or error-free.
- There will be no errors in the Website or the Services or that BusinessLoans.com will fix any errors.

Any materials downloaded or otherwise obtained through use of the Website or the Services are provided at your own discretion and risk, and BusinessLoans.com shall not be responsible for any damage caused to your computer or data or for any bugs, viruses, trojan horses or other destructive code resulting from use of the Website or the Services.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

X. GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.