

# Website Terms of Use

Last Modified: January 16, 2020

## **Acceptance of the Terms of Use**

These terms of use (Terms of Use") are entered into by and between Libertas Funding, LLC ("Libertas," "we," or "us") and the Website (defined below) visitor/user ("you" or "user"). The following terms and conditions, together with the Privacy Policy, govern your access to and use of [www.libertasfunding.com](http://www.libertasfunding.com), including any content, functionality, and services (collectively "Services") offered on or through [www.libertasfunding.com](http://www.libertasfunding.com) and any pages thereof (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use and the Privacy Policy carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and the 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.

This Website is offered and available to users who are 18 years of age or older and are located in the United States. By using this Website, you represent and warrant that you are of legal age and are located in the United States. If you do not meet both of these requirements, you must not access or use the Website.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion without notice. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

## **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 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, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

You agree that the Website and all logos, trademarks, designs, slogans, service marks and/or trade dress, whether registered (collectively, the “Marks”) that are related to us or the Services are the property of Libertas or its affiliates or licensors. You may not copy, imitate or use the Marks without or prior written consent. In addition, the copyright in any and all page headers, custom graphics, button icons and scripts, web pages and the information and material contained therein are owned by Libertas unless otherwise indicated.

You must not:

- Modify or copy any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Libertas. Any use of the Website not expressly permitted by these Terms of

Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Prohibited Uses**

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

- 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 that does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Libertas, a Libertas employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Libertas users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities that may be available 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 purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that 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.
- Otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in those materials, and all articles and responses to questions and other content, other than the content provided by Libertas, are solely the opinions and the responsibility of the person or entity providing those materials. Those materials do not necessarily reflect the opinion of Libertas. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We reserve the right in our sole discretion for any reason to temporarily or permanently modify or discontinue the Website (or any portion of the Website) and these Terms of Use at any time without notice to you. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links which may contain

advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website, Libertas, is based in the United States. We provide this Website for use only by persons/entities located in the United States. The information provided on this Website is not intended for distribution to, or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation

We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **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 site for any reconstruction of any lost data.

To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the website, its contents, and any services or items obtained through the website is at your own risk. The website, its content, and any services or items obtained through the website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither Libertas nor any person associated with Libertas makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the website. Without limiting the foregoing, neither Libertas nor anyone associated with Libertas represents or warrants that the website, its content, or any services or items obtained through the website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the website or any services or items obtained through the website will otherwise meet your needs or expectations.

To the fullest extent provided by law, Libertas hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

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

### **Limitation on liability**

To the fullest extent provided by law, in no event will Libertas, its affiliates, partners, licensors, service providers, or their respective officers, directors, employees, contractors, agents, suppliers, successors and assigns be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use the services, the website, any websites linked to it, any content on the website or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

### **Limitation on time to file claims**

Any cause of action or claim you may have arising out of or relating to these terms of use or the website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred unless otherwise allowed by law.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Libertas, its affiliates, partners, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your negligence or wrongful conduct, your User Contributions, any use of the Website's content, Services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website. You agree to cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Website or Services reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you agree not to, in any event, settle any such matter without the prior written consent of Libertas and any such third party.

### **Governing Law, Venue and Jurisdiction**

All matters relating to the Website, the Services, 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 exclusively in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to these Terms of Use or the Website shall be instituted exclusively in any court sitting in New York State (“Acceptable Forums”). You agree that Acceptable Forums are convenient and irrevocably submit to the jurisdiction of the Acceptable Forums and waive any and all objections to inconvenience of the jurisdiction or venue.

### **Arbitration**

In its sole discretion, Libertas may require you to submit any disputes arising from these Terms of Use, the Services or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York State law.

### **Waiver and Severability**

No waiver by Libertas of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Libertas to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

These Terms of Use and the Privacy Policy constitute the sole and entire agreement between you and Libertas regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Your Comments and Concerns**

The Website is operated by Libertas Funding, LLC., 382 Greenwich Avenue, Second floor, Suite 2, Greenwich CT 06830.

If you have any questions or concerns regarding the Website or these Terms of Use, please contact us at the above stated address or call us at (800) 704-8675.