

# TERMS OF USE AGREEMENT

Last Revised: January 21, 2023

**IMPORTANT NOTICE: AS DETAILED IN THE ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER PROVISIONS BELOW, THIS AGREEMENT CONTAINS A WAIVER OF CLASS ACTION RIGHTS AND A WAIVER OF THE RIGHT TO A JURY TRIAL, AND MAY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES.**

This website (including all sub-sites) is operated by Advanced Capital Solutions, LLC. (d/b/a Advanced Capital) or a subsidiary or affiliate thereof (collectively, "Advanced Capital," "we," or "us").

By accessing an Advanced Capital website, mobile application, interface, or platform (collectively, "Site" or "Sites") that links to this Terms of Use Agreement (the "Terms of Use" or "Agreement"), you agree to abide by this Agreement and by our [Privacy Policy](#) (which is hereby incorporated by reference), regardless of the device used (e.g., personal computer, mobile device, or any other technology or software) for access.

These Terms of Use govern your access to, and use of, the Sites and any of the tools, features, functionality, services, or products offered on or through the Sites, including your access to information and data; your use of any web portal, customer account, sales partner account, syndicate investor account, or online services; your submission of application and/or provision of information for qualification for financing or other purposes; your subscription to blogs, newsletters, and alike; and your participation in any public areas on the Sites (collectively, the "Services").

In addition to these Terms of Use and the Privacy Policy, certain of our services offered through the Sites, such as your ability to submit requests for commercial financing and related services, will be subject to, and governed by, separate terms and conditions or contracts that will be provided to you, and that you must agree to, in connection with those requests or transactions. To the extent there is a conflict between these Terms of Use and a transaction-specific agreement, the transaction-specific agreement will govern.

**PLEASE READ THESE TERMS OF USE CAREFULLY TO UNDERSTAND EACH PROVISION. THIS CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND ADVANCED CAPITAL FOR THE USE OF THE SERVICES AND THE TERMS OF USE SHALL APPLY TO ALL USERS OF THE SITES. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITES, SERVICES, AND/OR CONTENT.**

We may update these Terms of Use from time to time by making available a revised, dated version on the Sites. If the revised version includes a substantial change, we will provide a more prominent notice (including, for certain services, an email or other type of notification of Terms of Use changes) prior to the change becoming effective. Your continued use of the Sites shall constitute your acceptance of such updated Terms of Use. We encourage you to periodically review this page for the latest information.

## **1. USE OF SITES**

You may view and use the Sites and/or any of the information or Services only in accordance with these Terms of Use. You agree to use the Sites and/or Services only for

lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability as determined by applicable law.

The Sites are for individual business owners and legal entities organized and authorized to do business in the United States, and are not intended for use by others or for use outside of the United States.

To access certain features of the Site, you may need to register for an account and to provide us certain documentation or information, including information about your identity, finances, and business performance.

By creating or accessing a user account, submitting a request for commercial financing, and/or otherwise using the Sites, you represent and warrant that: (i) you are 18 years old or older and are fully able to enter into a binding agreement; (ii) all information and/or documentation you submit is true, accurate, current, and complete; (iii) you will update such information, as necessary, to keep it true, accurate, current, and complete; and (iv) the information belongs to you and does not infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy rights of any third party. Advanced Capital reserves the right, at its sole discretion, to restrict in whole or in part, your access to, and use of, the Sites, Services, and Site content at any time, with or without notice, and for any or no reason.

## **2. PROHIBITIONS ON USE**

You agree that you will not violate any law, contract, intellectual property, or other third party right, and that you are solely responsible for your conduct, while accessing or using the Sites or using the Services. As noted above, the Sites and Services may only be used for lawful purposes and in accordance with this Agreement. Additionally, you specifically agree that you will not:

- Provide false or misleading information to Advanced Capital, impersonate any person or entity, or misrepresent your affiliation with a person or entity;
- Use the Site in any manner that violates any federal, state, international, or local law or regulation, or engage in, facilitate, encourage, or promote any activity that violates the Terms of Use;
- Use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site, or that could damage, disable, overburden, or impair the functioning of the Site in any manner;
- Reverse engineer any aspect of the Site, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Site;
- Use the Site in any matter that could threaten, bypass, or destroy any security mechanism used with or incorporated in the Site;
- Post or otherwise transmit any content, data, or material that contains viruses, spyware, spiders, robots, worms, Trojan horses, logic bombs, or any other type of malicious or deleterious programs;
- Use or attempt to use another user's account without authorization from such user and Advanced Capital;
- Post or otherwise transmit inaccurate, misleading, deceptive, offensive, lewd, hateful, defamatory, libelous, abusive, illegal, discriminatory, or otherwise inappropriate or objectionable content;

- Post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other material that contains business solicitations of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service; and
- Post or otherwise transmit any content, data, or material that infringes on the intellectual property rights or other personal rights (including privacy) of any third parties.

### **3. ACCOUNT SECURITY**

Each user is responsible for any misuse of his or her account, even if the inappropriate activity was committed by someone other than the account holder (i.e., his or her family member or friend, for example). Therefore, each user must take all reasonable steps to protect his or her account from unauthorized access. In addition, no user may access his or her account to breach the security of any other user’s account or attempt to gain unauthorized access to another server or network. As such, each user must always ensure the security of his or her password, including without limitation, by not sharing it with others for any reason, creating passwords that are hard to guess, and updating passwords on a regular basis. Advanced Capital reserves the right to terminate your access to the Sites or cancel your username and password at any time, without notice, and for any reason including, without limitation, your violation of these Terms of Use.

### **4. OWNERSHIP, COPYRIGHTS, TRADEMARKS, LICENSES**

Except for User Content (as defined below), any and all information, materials, images, software, photographs, articles, functions, text, and other content solely provided by or on behalf of Advanced Capital on any Site (collectively, “Site Content”) is the sole and exclusive property of Advanced Capital or our licensors, as applicable.

The Sites, Site Content, and the selection and arrangement thereof, are protected by copyright, trademark, service mark, trade name, and other intellectual property and other proprietary rights, and all other applicable rights are reserved, and users shall abide by those laws. Advanced Capital reserves all rights not expressly granted in and to the Sites, Services, and the Site Content. Unless otherwise noted, the Advanced Capital trademark, the Advanced Capital name, Advanced Capital abbreviation and all other Advanced Capital service marks, trade names, logos or other designations of source displayed on the Sites are the property of Advanced Capital, and may not be copied, imitated, or used, in whole or in part, without Advanced Capital’s prior written permission. All third-party trademarks, service marks, trade names, logos, or other designations of source are the property of their respective owners, and may not be copied, imitated, or used, in whole or in part, without the permission of the lawful trademark holder.

By furnishing Site Content, Advanced Capital does not grant any licenses to, or transfer any title rights for, any copyrights, patents, or any other intellectual property rights. Nothing on any Site shall be construed as granting any license or right not expressly set forth herein. Unless otherwise expressly stated herein, no part of the Site, including any Site Content, may be reproduced, modified, electronically transmitted, or otherwise copied or exploited for any purpose whatsoever without the express written permission of the intellectual property owner.

### **5. USER CONTENT**

All information or other content conveyed or communicated by you to Advanced Capital as a contribution to any of the Sites (each, a "Submission") shall comply with these Terms of Use and, upon receipt, will become property of Advanced Capital. Advanced Capital will not be required to treat any Submission as confidential and will not be liable for the use of any ideas (including without limitation, any product, service, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services, or operations. Advanced Capital shall have the right to use any content contained in a Submission for any purpose, without acknowledging the source of that Submission, and without compensation to you or any other person sending that Submission.

Advanced Capital may permit the posting of text, files, images, photos, video, sounds, musical works, works of authorship, and other materials and content by you and other users ("User Content") on certain areas of our Sites, including those that are interactive and accessible to the public. By submitting or posting User Content, you understand and acknowledge that any materials, ideas, or other communications you submit or post in any manner and for any reason will not be treated as confidential or proprietary and may be preserved, disclosed, or removed from the Sites by Advanced Capital at its sole discretion. Advanced Capital has the right to accept, post, refuse, remove, or delete any User Content for any or no reason (including User Content that Advanced Capital considers violative of these Terms of Use or otherwise illegal or objectionable). Notwithstanding the foregoing, you understand and acknowledge that Advanced Capital has no responsibility to monitor any materials submitted, posted, transmitted, or communicated to or within the Sites. That said, if there is something on the Sites that you'd like to bring to our attention because you think it violates the Terms of Use, please email [support@capadvances.com](mailto:support@capadvances.com).

All User Content shall comply with these Terms of Use. In addition, you specifically represent that: (i) you own or have the necessary licenses, rights, consents or permissions to use, and authorize Advanced Capital to use, all patent, copyright, trade secret, trademark, and other proprietary rights to enable inclusion and use of User Content in the manner contemplated by the Sites and these Terms of Use; and (ii) you have the appropriate and necessary written consent, release, or permission of each identifiable individual person or business in your User Content to use the name, likeness, or other personal characteristics of each such identifiable individual or business (as applicable) to enable inclusion and use of such User Content in the manner contemplated by the Sites and these Terms of Use. You are solely responsible for any User Content you submit or post and the consequences of submitting or posting it. By submitting or posting User Content, you grant Advanced Capital a non-exclusive, irrevocable, perpetual, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, display, modify, prepare derivative works based upon, and otherwise exploit (including, but not limited to, over the Internet, social media, broadcast television, radio or any other uses or media), the User Content to the maximum extent permitted by applicable law. You also hereby grant each user of the Sites a non-exclusive license to access your User Content through the Sites, and to use, access, reproduce, distribute, transmit, forward, display, and perform such User Content to the extent permitted by the Sites under these Terms of Use.

## **6. THIRD-PARTY CONTENT**

Advanced Capital may link to other websites that we believe may be useful to you, provide information about third-party products, services, or events, or allow third parties to make their content and information available on or through our Sites (collectively “Third-Party Content”). Advanced Capital does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content. Your access to and use of such Third-Party Content is at your own risk and Advanced Capital assumes no liability for such use. Your dealings and correspondence with third parties and your use of, or interaction with, any Third-Party Content is solely between you and the third party. When leaving our Sites, you should be aware that these Terms of Use no longer govern, and therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of any third-party websites.

## **7. COPYRIGHT COMPLAINTS**

We respect copyright ownership and expect users of our Sites to do so as well. It is our goal to limit or prevent access to the Sites by any users who are repeat infringers of copyright.

If you are a copyright owner or an agent thereof and believe anything on our Sites infringes upon your copyrights, you may submit a notification of claimed infringement under the Digital Millennium Copyright Act (“DMCA”) by providing notice to Advanced Capital through our designated agent, by email or mail, as follows:

Advanced Capital

ATTN: Director of Marketing & Communications

151 High Ave

Nyack, NY 10960

[support@capadvances.com](mailto:support@capadvances.com) Your DMCA notice should comply with 17 U.S.C. § 512(c)(3) and include substantially the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works on that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should review the DMCA and/or consult an attorney before submitting a DMCA notice. You acknowledge that if you fail to comply with substantially all of the

requirements of a DMCA notice, it may not be valid, and we may not be able to remove infringing content.

## **8. TELEPHONE COMMUNICATIONS**

By your use of the Sites, such as, without limitation, through a submission of a request for commercial financing, you expressly consent to receiving servicing, collection, marketing, and other calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from us, our affiliates, our marketing partners, our trusted third-party providers, referral provides, and marketplace participants, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your consent will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. You understand that you are not required to provide consent to telemarketing calls as a condition of receiving any financing or services from Advanced Capital. Please note that you are not required to consent to be called for marketing or promotional purposes in order to qualify for financing or obtain any other products or services from Advanced Capital. If you do not agree to be called for marketing or promotional purposes, please call [\(845\) 327-6135](tel:8453276135) or email [support@capadvances.com](mailto:support@capadvances.com). In your request, please specify whether you would like to stop receiving SMS messages (including text messages), telephone calls, or both, and the telephone number(s) for which you are making the request.

You also consent to the recording and monitoring, for quality assurance, training, risk management, collection, or other purposes, of any call that you place with us (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) or that we (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) place to you.

## **9. DISCLAIMERS**

**THE SITES (INCLUDING SITE CONTENT, USER CONTENT, SERVICES, AND WEBSITES LINKED TO THE SITE) ARE MADE AVAILABLE "AS IS," "AT YOUR OWN RISK," AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT OR ENJOYMENT. WE MAKE NO GUARANTEE THAT THE SITES ARE UP-TO-DATE, ACCURATE, OR COMPLETE, AND YOU SHOULD NOT RELY ON THEM FOR ANY DECISION OR TO TAKE ANY ACTION. ADVANCED CAPITAL DOES NOT WARRANT THAT THE SITES WILL MEET THE USER'S REQUIREMENTS AND/OR ARE FREE OF INTERRUPTION OR ERRORS, OR THAT ANY OF THE SITES IS FREE OF VIRUSES, WORMS, BUGS, OR OTHER MALICIOUS TECHNOLOGY.**

## **10. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED CAPITAL (INCLUDING ITS SUBSIDIARIES AND AFFILIATES) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES WHATSOEVER (INCLUDING ANY DIRECT, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COSTS OR ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE, ACCESS TO, USE OF OR THE OPERATION OF ANY SITE, ANY OF THE**

**SITE CONTENT OR USER CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

**11. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Advanced Capital (including any of its subsidiaries, affiliates, licensors and their respective officers, directors, employees, agents and representatives) from and against all claims, actions, liabilities, losses, demands, damages, expenses, and costs (including attorney's fees) (collectively the "Claims") arising out of or relating to: (i) your access to or use of the Sites or Services; (ii) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); and (iii) your breach of any of these Terms of Use. You shall promptly notify Advanced Capital of any third-party Claims, cooperate with Advanced Capital in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). Advanced Capital reserves the right to assume, at its sole discretion, the exclusive control over defense or settlement of any third-party Claims.

**12. ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT (a) MAY REQUIRE YOU TO ARBITRATE DISPUTES WITH ADVANCED CAPITAL; (b) PRECLUDES YOU FROM HAVING A JURY TRIAL; AND (c) REQUIRES THAT ANY DISPUTES BE BROUGHT IN YOUR INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING.**

**a. ARBITRATION. IF ANY DISPUTE, CLAIM, OR CONTROVERSY ARISES BETWEEN YOU AND ADVANCED CAPITAL (INCLUDING ITS SUBSIDIARIES AND AFFILIATES) ARISING OUT OF AND/OR IN ANY WAY RELATED TO (i) THE ACCESS OR USE OF THE SITES, (ii) THESE TERMS OF USE, AND/OR (iii) THE ARBITRABILITY OF ANY OF SUCH CLAIMS, DISPUTES, AND/OR CONTROVERSIES—WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE (COLLECTIVELY, "DISPUTES") — EITHER PARTY MAY ELECT (BUT IS NOT REQUIRED) TO SUBMIT THE DISPUTE TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") BY SUBMITTING THE REQUIRED AAA FORMS AND FILING FEES TO THE AAA. IF ARBITRATION IS SELECTED BY ANY PARTY, NO PARTY SHALL HAVE THE RIGHT TO LITIGATE ANY DISPUTES IN COURT, HAVE A JURY TRIAL, OR INITIATE OR PARTICIPATE IN A CLASS ACTION. ALL DISPUTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL ARBITRATION ACT, AND SHALL BE INTERPRETED IN THE BROADEST WAY THAT LAW WILL ALLOW.**

**Arbitration Procedures.** All Disputes submitted to the AAA will be resolved through confidential, binding arbitration before a single arbitrator agreed to by the parties, and shall be conducted in accordance with this provision and AAA Commercial Arbitration Rules in effect when the claim is filed, except where those rules conflict with this arbitration provision. The most recent version of the AAA Commercial Arbitration Rules is available on the [AAA website](#). In arbitration, either party may choose to participate in any hearing by phone or other electronic means and/or be represented by counsel. Notwithstanding the foregoing, any in-person hearings shall be conducted in Arlington, Commonwealth of Virginia. The arbitrator shall apply the substantive laws of

the Commonwealth of Virginia, without regard to any applicable principals of conflicts of law. The arbitrator shall make any award in writing and, if requested by either party, shall include a reasoned opinion for the award. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

**Arbitration Limits.** All Disputes (including claims brought as part of a class action, private attorney general or other representative action) can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Dispute on a class or representative basis and may award relief only on an individual basis. The arbitrator shall have no authority to consolidate two or more existing arbitrations into a single proceeding or to join additional parties to an ongoing arbitration, unless otherwise agreed to by the parties; provided, however, that co-applicants, authorized users of the same account, and corporate affiliates or entities under common ownership or control of a party are deemed one person for purposes of this provision. Additionally, the arbitrator shall have no authority to award punitive damages, consequential damages, or other damages not measured by the prevailing party's actual damages, except as required by statute or allowed under any agreement between the parties.

**Paying for Arbitration Fees.** Arbitration fees will be allocated according to the applicable AAA Rules. All parties are responsible for their own attorney's fees, expert fees, and any other expenses unless the arbitrator awards such fees or expenses to a prevailing party based on a contract between the parties or applicable law.

**The Final Award.** Any award rendered by the arbitrator shall be final, and binding on the parties, and may be entered and enforced in any court having jurisdiction, and any court where a party or its assets is located (to which jurisdiction the parties consent for the purposes of enforcing such award), unless a party appeals such award in writing to the AAA within 30 days of notice of the award pursuant to the AAA's Optional Appellate Arbitration Rules. The arbitration appeal shall be determined by a panel of three arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. All parties are responsible for their own attorney's fees, expert fees, and any other expenses unless the panel awards such fees or expenses to the prevailing party based on a contract between the parties or applicable law. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

**b. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND ADVANCED CAPITAL EACH HEREBY WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING OUT OF AND/OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR THESE TERMS OF USE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.** The parties agree that a copy of this paragraph may be filed as written evidence of the knowing and voluntary agreement among the parties to irrevocably waive their right to trial by jury in any proceeding whatsoever between them relating to the use of the Sites or these Terms of Use.



**c. CLASS ACTION WAIVER. YOU AND ADVANCED CAPITAL EACH HEREBY AGREE THAT THE RESOLUTION OF ANY DISPUTES BETWEEN THE PARTIES SHALL BE CONDUCTED IN THEIR INDIVIDUAL CAPACITIES ONLY, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW.**

### **13. GOVERNING LAW AND JURISDICTION**

By accessing or using the Sites, you agree that any claim, dispute, or controversy (whether in contract, tort, or otherwise) at any time arising out of and/or in any way related to the access or use of the Sites or these Terms of Use is governed by, and will be construed in accordance with, the laws of the Commonwealth of Virginia (to the extent not preempted by federal law), without regard to internal principles of conflict of laws. You further agree that the sole and exclusive venue shall be a court located either in Arlington or Alexandria, Commonwealth of Virginia.

### **14. MISCELLANEOUS**

a. Entire Agreement. These terms and any and all language directly linked to or within these terms constitute the entire agreement between you and Advanced Capital relating to the subject matter of these Terms of Use, and these Terms of Use supersede all prior or contemporaneous communications or proposals relating to the subject matter of these Terms of Use.

b. Severability. In case any part of these Terms of Use is found to be invalid, void, or unenforceable in any respect, the validity, legality, and enforceability of any other term contained therein or herein shall not in any way be affected or impaired and shall remain in full force and effect.

c. Assignment. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but they may be assigned by Advanced Capital without restrictions or limitations. Any attempted transfer or assignment in violation hereof shall be null and void.

d. Waiver. Our failure to enforce any part of these Terms of Use shall not be deemed a waiver of any further rights hereunder, and does not mean we give up the right to later enforce that part or any other part.

e. No Interpretation of Caption or Headings. The captions and headings within these Terms of Use are for ease of reference only and are not intended to create any substantive meaning or to modify the terms or clauses either following them or contained in any other provisions herein.

### **15. PRIVACY POLICY**

In addition to reviewing these Terms of Use, you should also review our Privacy Policy to better understand how we collect and use your personal information. Your use of the Sites constitutes your agreement to the terms and conditions of our Privacy Policy.

### **16. CONTACT INFORMATION**

If you have any questions or concerns about these Terms, please contact us at [support@capadvances.com](mailto:support@capadvances.com).