

## MTL Advocates Terms & Conditions

Thank you for visiting this website (the "Site"), a property of MTL Advocates ("Company"). Company's owner, parents, subsidiaries, related companies, and each of their respective officers, directors, members, owners, employees, agents, representatives, and shareholders are included in any reference to "Company" herein. By using and/or accessing the Site, you agree to comply with and be bound by the following Terms and Conditions ("Terms and Conditions") (including the arbitration and class action waiver provisions below), the Privacy Policy ("Privacy Policy") and any and all other applicable Company operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, are expressly incorporated herein by reference (collectively, the "Agreement"). Please review the complete terms of the Agreement carefully. If you do not agree to the Agreement in its entirety, you are not authorized to use the Site in any manner or form.

**I. Requirements.** The Site is not intended for use by individuals under eighteen (18) years of age. If you are under eighteen (18) years of age, you do not have permission to use and/or access the Site. The Site, and the ability to apply for Services, are available only to individuals at least eighteen (18) years of age who can enter into legally binding contracts under applicable law, and whom are residents of the United States.

**II. Agreement Acceptance.** This Agreement constitutes the entire and only agreement between you and Company with respect to your use of this Site, and supersedes all prior agreements, representations, warranties and/or understandings with respect to the Site. As such, you agree to the terms and conditions set forth in this Agreement with respect to your use of the Site. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that any amendment or modification to the arbitration provisions, prohibition on class actions provisions or any other provisions applicable to dispute resolution shall not apply to any disputes incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Site. By your continued use of the Site, you hereby agree to comply with and be bound by all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the dispute resolution provisions, which shall be governed by the dispute resolution provisions in effect at the time of the subject dispute).

**III. Description of the Site.** The Site provides users with an opportunity to apply for products and/or services ("Services"), as offered by Company's third party service providers (the "Third Party Service Providers"). Please be advised that Company does not itself provide services, and the ultimate terms and conditions of any product or service provided by its Third Party Service Providers will be determined by those Third Party Service Providers. To qualify to receive Services, you must first fully complete the application form located at the Site, as well as the application form set forth on the applicable Third Party Service Provider's Site. The information that you supply on the Site includes, but is not limited to: (a) your first name; (b) your last name; (c) your email address; (d) your telephone number; and (e) any other information requested in a web form contained on the Site (collectively, the "Site Registration Data"). Company's use of the Site Registration Data shall be governed by the Privacy Policy. To access the Privacy Policy please [click here](#). Upon entering your Site Registration Data and clicking on the applicable submission button on the Site, you may be redirected to the Site of a Third Party Service Provider. Company may also transfer your Site Registration Data to its Third Party Service Providers in connection with facilitating the processing of your Services application. The information that you must supply on the Third Party Service Provider's Application shall be determined by the applicable Third Party Service Provider (collectively, the "TP Registration Data" and, together with the Site Registration Data, the "Registration Data"). Any information that you supply to any Third Party Service Provider shall be governed by that Third Party Service Provider's privacy policy. Application approval, and the ultimate terms and conditions of any product or service provided by any Third Party Service Provider(s), will be determined by those Third Party Service Providers. Unless explicitly stated otherwise, any future offers made available to you on the Site that augments or otherwise enhances the current features of the Site shall be subject to the Agreement. You understand and agree that Company is not responsible or liable in any manner whatsoever for your use of, or inability to use and/or qualify for, Services or other Third Party Service Provider sponsored products and/or services, or for any dispute between you and any Third Party Service Providers. You understand and agree that Company shall not be liable to you or any third party for any modification, suspension or discontinuation of any product, service or promotion offered by any Third Party Service Providers. If Company terminates the Agreement for any reason, Company shall have no liability or responsibility to you. You understand and agree that refusal to use the Site is your sole right and remedy with respect to any dispute with Company, and the Agreement only governs your use of the Site.

**IV. Privacy Policy.** We reserve the right to use all information regarding your use of the Site, and any and all personal information, in accordance with the terms of our Privacy Policy. Use of the Site, and all comments, feedback, information, Site Registration Data or materials that you submit through or in association with the Site, are subject to our Privacy Policy.

**V. Proprietary Rights.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including intellectual property) rights. The copying, redistribution, publication or sale by you of any part of the Site is strictly prohibited. Retrieval of material from the Site by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company is prohibited. You do not acquire ownership rights to any content, document, software, services or other materials viewed at or through the Site. The posting of information or material on the Site by Company does not constitute a waiver of any right in such information and/or materials. The Site name and logo, and all associated graphics, icons and service names, are trademarks of Company. All other trademarks are the property of their respective owners. The use of any trademark without the applicable trademark owner's express written consent is strictly prohibited.

**VI. License Grant.** You are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site and associated content in accordance with the Agreement. Company may terminate this license at any time for any reason. You may use the Site on one computer for your own personal, non-commercial use. No part of the Site may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Site or any portion thereof. Company reserves any rights not explicitly granted in the Agreement. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable or disproportionately large load on Company infrastructure. Your right to use the Site is not transferable.

**VII. Legal Warning.** Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Site, is a violation of criminal and civil law. Company will pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law.

**VIII. Modification.** Company reserves the right to edit, modify, or delete any documents, information or other content appearing on the Site in our sole discretion.

**IX. Indemnification.** You agree to indemnify and hold Company, its parents, subsidiaries and related companies, and each of their respective members, officers, directors, owners, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorney's fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Site and/or Services; (b) your breach of the Agreement; (c) any dispute between you and any Third Party Service Providers; and/or (d) your violation of any rights of another individual and/or entity. The provisions of this Section IX are for the benefit of Company, its parents, subsidiaries and/or related companies, and each of their respective

officers, directors, members, owners, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**X. Disclaimer of Warranties.** The Site, Services and/or any other products and/or services that you may apply for through the Site are provided to you on an "as is" and "as available" basis and all warranties, express and implied, are disclaimed to the fullest extent permissible pursuant to applicable law (including, but not limited to, the disclaimer of any warranties of merchantability, non-infringement of intellectual property and/or fitness for a particular purpose). In particular, but not as a limitation thereof, Company makes no warranty that: (a) the Site, Services and/or any other products and/or services that you may apply for through the Site will meet your requirements; (b) the Site, Services and/or any other products and/or services that you may apply for through the Site will be uninterrupted, timely, secure or error-free; (c) you will qualify for Services from our Third Party Service Providers; or (d) the results that may be obtained from the use of the Site, Services and/or any other products and/or services that you may apply for through the Site will be accurate or reliable. The Site, Services and/or any other products and/or services that you may apply for through the Site may contain bugs, errors, problems or other limitations. We will not be liable for the availability of the underlying internet connection associated with the Site. No advice or information, whether oral or written, obtained by you from Company, its Third Party Service Providers or otherwise through or from the Site, shall create any warranty not expressly stated in the Agreement.

**XI. Third Party Websites.** The Site may provide link out or refer you to third party websites. Company has no control over such third party websites, and therefore you hereby acknowledge and agree that Company is not responsible for the availability of such third party websites and/or resources, including but not limited to those of its Third Party Service Providers. Company does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom.

**XII. Limitation of Liability.** You expressly understand and agree that Company shall not be liable to you or any third party for any direct, indirect, incidental, special, consequential and/or exemplary damages including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Company has been advised of the possibility of such damages), to the fullest extent permissible by law for: (a) the use or the inability to use the Site, Services and/or any other products and/or services that you may apply for through the Site; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information and/or Services purchased or obtained from, or transactions entered into through the Site; (c) the failure to qualify for Services from our Third Party Service Providers; (d) the unauthorized access to, or alteration of, your Registration Data; and (e) any other matter relating to the Site, Services and/or any other products and/or services that you may apply for through the Site. This limitation applies to all causes of action, in the aggregate including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and any and all other torts. You hereby release Company and its Third Party Service Providers from any and all obligations, liabilities and claims in excess of the limitations stated herein. If applicable law does not permit such limitations, the maximum liability of Company to you under any and all circumstances will be three hundred dollars (\$300.00). The negation of damages set forth above is a fundamental element of the basis of the bargain between you and Company. The Site, Services and/or any other products and/or services that you may apply for through the Site would not be provided to you without such limitations.

### **XIII. E-Sign Consent.**

By clicking the "submit" button on the Site, you adopt such as your electronic signature, and consent and agree that: Company may provide you with electronic communications and disclosures (collectively, "Communications") via email, by making them accessible on this Site or other website designated by Company; and your electronic signature on agreements and documents has the same effect as if you signed them in writing.

You may withdraw your consent to receive electronic Communications at any time by contacting us at docs@mtladvocates.com. Withdrawal of your consent to receive electronic Communications may result in termination of your access to the Site and/or Services. Any withdrawal be effective only after we have a reasonable period of time to process your withdrawal.

You are responsible for providing us with true and accurate information, including contact information, and to maintain and update any such contact information.

To access and retain the electronic Communications, you will need the following: access/use of a computer or mobile device with internet or mobile connectivity and an operating system capable of receiving, accessing, and displaying Communications; an internet browser that we support; sufficient storage space to save Communications and/or a printer to print them; and a valid email account and software to access such email account. You have the right to receive Communications in paper form. Please contact us at docs@mtladvocates.com to request a paper copy of any Communications at no charge. A request will not be treated as withdrawal of consent to receive electronic Communications.

**XIV. Dispute Resolution Provisions.** The Agreement shall be treated as though it were executed and performed in Los Angeles, California and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). In the event of any dispute arising under or related to the Site, Services, terms and conditions of the Agreement, the breach of same by any party hereto, or the arbitrability of any claim (including any questions about the scope, applicability, interpretation, validity, or enforceability of this section or the Agreement): (a) the parties agree to exclusively submit their dispute for resolution by binding arbitration before the American Arbitration Association in Los Angeles, California, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association ("AAA"). Any such disputes, including any threshold disagreement about the arbitrability of any claim, shall be delegated to the arbitrator (and not a court). The United States Federal Arbitration Act shall govern the interpretation of this arbitration clause. Arbitration hereunder shall be conducted by one neutral arbitrator appointed by the AAA. At the request of either party, the arbitrator will enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings. In no event shall the arbitrator have any authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Irrespective of the outcome of arbitration, each party shall bear its own costs and expenses, including its own attorney's fees, and an equal share of the arbitrator's fees and administrative fees of arbitration. The arbitrator shall not determine or award any alternative allocation of costs and expenses, including any attorney's fees. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing contained herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Site, the Services, any products or services offered through the Site, and/or this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit or class wide arbitration as to any claim, dispute or controversy that you may have against Company and/or its owners, employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Company incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (a) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (b) is an independent agreement.

You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site. Thereafter, these dispute resolution provisions shall be final and binding.

**XV. Miscellaneous.** Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the

remaining portions shall remain in full force and effect. The Agreement is personal between you and Company and governs your use of the Site, superseding any and all prior and/or contemporaneous agreements between you and Company. To the extent that anything in or associated with the Site and/or any Company offering is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement.

**XVI. Contact Us.** If you have any questions about the practices of the site or this Agreement, please e-mail us [docs@mtladvocates.com](mailto:docs@mtladvocates.com), or call us at +1-206-865-1498.

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