

## Terms & Conditions

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We will make an effort to update this web page with any changes to these Terms and to the services described in these Terms and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appear at the end of these Terms).

### About the Terms of Service

These Terms constitute a binding legal contract between you and Cashera, and are in addition to any other agreements between you and Cashera, including any other agreement, that govern your use of products, account, services, content, tools, and information available on the Website. If there is any contradiction between these Terms and any other agreement you enter into with Cashera, the other agreement shall take precedence, but only to the extent of such conflicting terms. Terms related to the use of online services to your accounts that you have with Company (herein, your "Account") are set forth hereof. You affirm that you are either more than 18 years of age, an emancipated minor or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR ANY CHILD UNDER 13 THAT IS UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

### Modifications

By using or accessing the Website, you agree that Cashera may modify the Terms of Service or the Website at any time without prior notice. Your continued use of the Website after any modification of the Terms of Service will indicate your acceptance of the relevant modification and the Terms of Service as so modified.

It is your responsibility to review these Terms from time to time to see if modifications have been made. Any modification is effective immediately from and after Cashera's posting of such modification on the Website, or other update of the Website or the Terms of Service. You will know if these Terms of Service have been modified since your last visit to the Website by referring to the "Last Modified" date at the end of this page. Cashera reserves the right, at any time or from time to time, to modify, add to, delete or discontinue, temporarily or permanently, the Website (or any part thereof) without notice to you. Notwithstanding the above, we will seek your consent to future modifications to the extent we are required to do so by applicable law.

### Acceptable Use of the Website; Conditions of Your Use

The Website is for your own personal use only. The Website is designed for individuals/merchants contemplating entering into a merchant cash advance or individuals/merchants interested in learning more about Cashera and its products and services. You may only use the Website for one of these purposes.

Without limiting the generality of the preceding paragraph, you are expressly prohibited from: (a) any resale or commercial use of the Website; (b) any collection and use of any descriptions, prices or any other information posted on the Website for any purpose other than your own personal use or as otherwise permitted in an agreement between Cashera and yourself ("Permitted Use"), including any purpose competitive to Cashera or any commercial purpose, including marketing; (c) any downloading or copying of any materials contained in the Website for any reason other than for a Permitted Use; or (d) otherwise interfering with the ordinary operation or mission of the Website or Cashera's products or services.

Your use of the Website is conditioned upon the following statements being true:

You are 18 years of age or older;  
You are a U.S. resident;  
You are able to form a binding contract with Cashera;  
You are not prohibited by law from accessing the Website or have not previously been banned, terminated, or otherwise denied access to the Website; and

You are not acting on behalf of a person whose access to the Website has been previously terminated or otherwise denied by us.

Except as explicitly permitted by the Terms of Service, and without limiting anything else in these Terms, you agree not to sell, copy, publish, store, distribute, redistribute, disseminate, transmit, transfer, modify, display, reproduce, repackage and/or create any derivative works from, the Website and the Content (as defined below), in whole or in part, for any purpose, in any



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As conditions of your use of the Website, you agree to comply with the Terms of Service and all applicable laws and regulations in connection with your use of the Website. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the Website. Without limiting the above or anything else in the Terms of Service, you agree not to:

Register for more than one account, or register for an account on behalf of an individual/merchant other than yourself;

Impersonate or spoof the identity of another user of the Website, any employee, agent or representative of Cashera or any other person, otherwise mislead Cashera as to your identity or financial status or condition, or attempt to do the same;

Attempt to or enable others to attempt to gain unauthorized access to any other accounts, computer systems or networks connected to any Cashera server or data contained therein (the "Materials"), including through hacking, password theft or any other means;

Attempt or enable others to attempt to obtain any Materials or Content through any means that Cashera has not intentionally made available on the Website including using any automatic process, such as data mining, robots or similar data gathering and extraction tools, to search or harvest information from the Website or attempt to access or search the Website, Materials or Content with any engine, software, tool, agent, device, or mechanism other than the software or search agents provided by Cashera or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox or Google Chrome);

Use the Website or the Materials in any manner (or any other conduct) that could damage, disable overburden or impair the Website or any Cashera server or the network(s) connected to any Cashera server or the availability or accessibility thereof, or that might interfere with any other person's access to or use or enjoyment of any Materials;

Use any Materials, data or Content or distribute any Content in competition with Cashera or to its detriment in any way;

Access, tamper with, or use non-public areas of the Website, Cashera's servers, computer systems, or the technical delivery systems of Cashera's service or hosting providers or lessors;

Attempt to decipher, decompile, disassemble, or reverse engineer, reverse compile or reverse assemble any of the software used to provide the Website or Content;

Use, save, imbed, transmit or send (whether on, to or through the Website), directly or indirectly, any material or file containing, or linked to, any virus, worm or any other computer, software or technological component, code, routine, script, malware, spyware, files, keystroke logger, Trojan horse, rootkit, application or program designed to intercept, interrupt, destroy, or limit the functionality of any computer software, network or hardware or telecommunications equipment.

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You do not have the right to make available under any law or under contractual or fiduciary relationships or obligations (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; or

Contains viruses, worms or any other computer, software or technological component, code, routine, script, malware, spyware, keystroke logger, Trojan horse, rootkit, files, application, or program designed to intercept, interrupt, destroy, or limit the functionality of any computer software, network or hardware or telecommunications equipment.

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Company's Websites may contain or use other forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this site, or cause to be posted, sent, submitted, published or transmitted, any material that:

you do not have the right to post, including any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);

advocates illegal activity, discusses an intent to commit an illegal act or violates any law;

is vulgar, obscene, pornographic, or indecent;

threatens or abuses others; (v) is libelous or defamatory towards others;

is racist, abusive, harassing, threatening or offensive;

seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;

harvests or otherwise collects information about others, including e-mail addresses, without their consent;

impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;

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disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real-time activities via this site;

amounts to a pyramid or other like scheme, including contests, chain letters, and surveys;

disobeys any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of this site or any networks connected to this site; or

contains hyperlinks to other sites that contain content that falls within the scope of this Section.

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You may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to us with respect to the Content or the Website. You and Cashera acknowledge and agree that any such Feedback is provided voluntarily. We will endeavor to consider and may discuss with or respond to you regarding Feedback you provide, but we shall have full discretion to determine whether or not to proceed with the development of the suggested or requested enhancements, new features or functionality. Should we determine that we wish to proceed with such enhancements, features or functionality, we may elect, in our discretion, to integrate the new enhancement, feature and/or functionality into the Website, the Content or Cashera's, products and services. You hereby grant us a royalty-free, fully paid up, worldwide, transferable, sub-licensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of Feedback, and (b) use Feedback and/or any subject matter thereof, including the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

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