

## Access Capital Website Terms and Conditions.

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**Effective Date:** [Insert Current Date or Date of Posting]

**PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THIS WEBSITE ("SITE"), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MUST EXIT THIS SITE IMMEDIATELY.**

#### 1. Agreement and Revisions

These Terms and Conditions, including the disclaimers herein ("**Terms**"), constitute the entire agreement between **Access Capital** (including all its affiliates, collectively "**ACCESS CAPITAL**") and you ("**you**" or "**your**") regarding your use of this Site.

**ACCESS CAPITAL** reserves the right to revise or update these Terms at any time by posting the changes here. Any revisions become effective immediately upon posting. Your continued use of the Site after changes are posted means you accept those new Terms.

#### 2. Location and Availability of Products and Services

The products and services referenced on this Site are offered by or through **ACCESS CAPITAL** or its affiliated entities.

- **Availability:** Products and services are subject to change without notice and may not be available in all geographic areas or to all users.
- **Eligibility:** There may be specific eligibility requirements you must meet to qualify for certain products or services.
- **Jurisdiction:** This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would violate local law or regulation.

#### 3. Restrictions on Use of Information

You agree not to use or modify the content of this Site without the prior written consent of **ACCESS CAPITAL**. Specifically, you agree that you will **not**:

- **Copy or Distribute:** Copy, download, republish, distribute, broadcast in any media (including but not limited to email, web pages, or print), or post any information or documents from this Site on any computer network.

- **Modify:** Attempt to change or modify any documents or information contained on this Site.
- **Infringe:** Copy, download, republish, distribute, or broadcast any information on this Site that is subject to a copyright or trademark, as access to this Site does not grant you a license to do so.

#### 4. Trademarks and Intellectual Property

- The **ACCESS CAPITAL** name, products, services, and associated logos, trademarks, registered trademarks, and service marks are the exclusive property of **ACCESS CAPITAL** and are protected by law.
- All information, images, and content on this Site are **COPYRIGHT ACCESS CAPITAL © [Insert Current Year, e.g., 2025]. ALL RIGHTS RESERVED.**
- Other product and company names mentioned on this Site may be the trademarks or service marks of their respective owners.

#### 5. Privacy

**ACCESS CAPITAL** recognizes the importance of protecting the privacy of your confidential information.

- We have adopted a **Privacy Policy** that governs our practices.
- **We do not sell** confidential information you provide to us to third parties.
- Information may be shared with non-affiliated third parties acting on our behalf, or as required or permitted by law.

#### 6. Links to Third-Party Sites

This Site may contain links (hyperlinks) to websites controlled or offered by third parties not affiliated with **ACCESS CAPITAL**.

- These links are provided strictly for your convenience.
- **ACCESS CAPITAL** does not endorse, authorize, sponsor, or affiliate with any such third-party site or its providers.
- Your use of these hyperlinks is **at your own risk**.
- **ACCESS CAPITAL** is not responsible for the accuracy or reliability of any content, data, opinions, advice, products, or services offered on such linked sites and hereby **disclaims all liability** for them.

## **7. Disclaimers and Limitation of Liability**

### **NO WARRANTIES**

**ACCESS CAPITAL MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT OF THIS SITE FOR ANY PURPOSE. ALL CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.**

**ACCESS CAPITAL DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH REGARD TO THE CONTENT OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY.**

While **ACCESS CAPITAL** attempts to provide accurate and timely information, the content of this Site may not be accurate, complete, or current and may contain technical inaccuracies or typographical errors. **It is your responsibility to verify any information before relying on it. ACCESS CAPITAL** may make changes to the content, products, and/or services described on this Site at any time.

### **LIMITATION OF LIABILITY**

**NEITHER ACCESS CAPITAL NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY FROM THE INFORMATION CONTAINED IN OR TRANSMITTED VIA THIS SITE.**

**ACCESS CAPITAL** is not liable for any damages or losses to your equipment or software due to viruses, defects, or malfunctions in connection with accessing or using this Site. By transmitting information through this Site, **you accept the risk** that the information you transmit (and any information **ACCESS CAPITAL** transmits to you) may be intercepted by third parties.

## **8. Indemnity**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS **ACCESS CAPITAL** and its officers, directors, employees, agents, and affiliates ("Indemnified Parties") from and against any and all claims, demands, losses, costs, expenses, liabilities, and damages ("Damages") incurred by any Indemnified Party arising out of, connected with, or resulting from:

- (i) YOUR USE OF THIS SITE; or
- (ii) YOUR BREACH OF THESE TERMS AND CONDITIONS.

## **9. Governing Law and Jurisdiction**

These Terms will be governed by and interpreted pursuant to the laws of the **Commonwealth of Pennsylvania** or the United States, without regard to its conflicts of law principles.

You agree that the state or federal courts located in **Philadelphia, Pennsylvania**, shall have **exclusive jurisdiction** over any cause of action arising out of or related to the content or use of this Site.

## **10. General Provisions**

- **Severability:** If any part of these Terms is deemed unlawful, void, or unenforceable, that part will be considered separate and will not affect the validity and enforceability of the remaining provisions.
- **Remedies:** **ACCESS CAPITAL** reserves the right to seek all remedies available at law and in equity for violations of these Terms, including the right to block access to this Site from any particular internet address.