Terms and Conditions

When accessing our website at www.mgmcapitalfunding.com and clicking "Apply Now," you will be accessing our funding application. Upon completing our funding application you (i) authorize MGM Capital Funding, and its representatives, to deliver telemarketing calls and messages to the telephone numbers provided, using prerecorded/artificial voice messages, text messages and/or automated dialing devices. To avoid providing this consent, you may apply by contacting us directly; and (ii) acknowledge that you have read MGM Capital Funding's Terms & Conditions and understand that you may opt out of receiving communications as provided in this Policy.

Opting out of SMS and Telephone communications is easy and can be achieved two ways.

- You can opt out of SMS text messages directly through your mobile device by replying STOP to any SMS sent by MGM Capital Funding.
- 2. Email info@mgmcapitalfunding.com and type the word STOP along with your telephone number in the subject line. Your information will be removed from our database typically within 5 business days from receipt of request.

MGM Capital Funding may make use of certain exclusive financial partnerships and MGM Capital Funding may be compensated if merchants choose to accept the terms and conditions of a cash advance agreement or other financial transaction in which MGM Capital Funding has originated.

MGM Capital Funding and its subsidiaries, affiliates, officers, and/ or employees provide the information and materials on this Site to our visitors, and are subject to the Terms and Conditions. MGM Capital Funding has the right to revise the Terms and Conditions at any time by updating the information posted at this webpage, and such revisions will be binding upon all visitors to the Site. Thus, we recommend that you visit the Terms and Conditions webpage each time you visit https://www.mgmcapitalfunding.com

All of the content within the Site is made available only for your business and lawful use in connection with seeking to obtain business working capital. Use of the Site by a competitor company or other merchant third party is strictly prohibited.

All of the information within this Site, including without limitation the MGM Capital Funding logo and other MGM Capital Funding trademarks and service marks, is the property of MGM Capital Funding and/or its affiliates or its licensors. MGM Capital Funding makes no proprietary claim to any third party names, trademarks or service marks appearing on the Site. Any third party names, trademarks and service marks are the properties of their respective owners.

Except as expressly provided by law, you may not, without the prior written permission of MGM Capital Funding, post, transmit, copy, modify, create derivative works from, distribute, sell, or republish anything contained on the Site.

While MGM Capital Funding is committed to maintaining the most up-to-date information on the Site, MGM Capital Funding is nevertheless not responsible for information that changes with or without notice to MGM Capital Funding. Furthermore, MGM Capital Funding is not responsible for and disclaims any and all liability related to any dealings between its visitors and partners. MGM Capital Funding will not be involved in any disputes between any of its visitors and such partners or their respective affiliates.

MGM Capital Funding does not verify, nor make any warranty or representation about the content, accuracy, opinions expressed,

warranties, products or services, intellectual property compliance, or links of such partner sites. You should read the privacy policies and terms of use agreements of all Third Party Sites.

By posting a message or contributing in any way to the Site, including, but not limited to, sending comments and e-mail to MGM Capital Funding.com, you expressly grant MGM Capital Funding the right to use in any way, copy, or republish such contribution as part of its property.

MGM Capital Funding and its affiliates, directors, officers, and employees shall not be liable for any loss, damage, injury, claim, nor any special, indirect, incidental, consequential, exemplary, or punitive damages of any kind, whether such action is based in tort, contract, negligence, strict liability, or otherwise, and even if MGM Capital Funding and its affiliates, directors, officers or employees has been advised of the possibility of such damages, which arises out of or relates in any way to:

- 1. Use of the Site, materials within the Site, or the inability to use the Site;
- 2. Any Third Party Site, materials in any Third Party Site, or the inability to use any Third Party Site;
- Any defect, omission, error, interruption, delay, or computer virus; or the unauthorized alteration of or access to users' transmissions or personal data, except as a result of http:// www.mgmcapitalfunding.com gross negligence or intentional action(s).

The information and materials contained in this site, including text, graphics, links, or other items are provided "as is." MGM Capital Funding does not warrant the accuracy, adequacy, or completeness of this information and materials and expressly disclaims liability for errors or omissions in the information and materials. No warranty of any kind, implied, expressed, or statutory, including but not limited to, the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus, is given in conjunction with the information and materials.

If you are in a state that does not allow the limitation of liability for certain damages, the above limitation of liability or a portion of it may not apply to you. However, you agree in any event that MGM Capital Funding's total liability (and that of its affiliates, directors, officers and employees) for all damages, losses, injuries, or claims of any kind or nature shall be limited to the amount you have paid to access the Site.

While MGM Capital Funding believes the information on the Site to be reliable, MGM Capital Funding makes no claims or representations about the accuracy, reliability, timeliness, usefulness, or completeness of such information or advice. Each merchant's financial situation is unique and you should consult a financial professional prior to acting upon any information contained in this Site. Any reliance by you on any information or advice will be at your own risk.

User access to and use of the Site is subject to all applicable federal, state and local laws and regulations. Unauthorized use of this system is prohibited and violators can be prosecuted under federal and state laws. New York law and federal law will govern the interpretation and enforcement of these Terms and Conditions, without giving effect to the principles of conflicts of law. By using the Site, you consent to the jurisdiction of the state and federal courts of Nassau County, New York, USA., for any

action or proceeding arising under or relating to these Terms and Conditions or this Site.