

NFS Capital, LLC

Website Terms of Use

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Welcome to NFS Capital, LLC (“**NFS Capital**”). NFS Capital provides fast and flexible equipment finance solutions supporting businesses and organizations. This web site, <https://nfscapital.com> and all included content (collectively, the “**Site**”) is owned or licensed by NFS Capital. The following terms and conditions, together with our [Privacy Policy](#) and any other legal notices, conditions or guidelines located within the Site (collectively, “**Terms**”), govern your access to and use of our Site (as well as any application, features, widgets, plug-ins, content, downloads or other services) that posts a link to this page. **By accessing the Site, you accept and agree to be bound and abide by these Terms.** If you do not agree to these Terms or the Privacy Policy, please leave the Site.

If you apply to access and use our products and services, our negotiated and signed agreement will apply to those products and services. If you have any questions regarding our policies or your use of the Site, please contact us by email at info@nfscapital.com.

- 1. Ownership of Site Content and Intellectual Property.** Unless otherwise noted, all photographs, graphics, and all other images, including digital, printed and video images, and portions thereof, and all text, content, data, information, news, and all other text and materials, including digital, printed and audio materials, along with the layout and design of the Site and all its features and functionality (collectively, “**Site Content**”) are owned by NFS Capital, or its licensors, and may be protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws of the United States and other jurisdictions. Subject to and conditioned on your continued compliance with these Terms and all other terms and conditions that NFS Capital may provide to you from time to time, NFS Capital grants you a personal, limited, non-exclusive, non-assignable, non-transferable, non-sublicenseable, revocable license to access and display on your personal computer or mobile device for your own use, but not copy or transfer or broadcast or otherwise use in any way, the Site Content found at this Site for your personal, non-commercial and educational use only.

You must not:

- Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Site Content on our Site; or
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Site Content from this Site.

Any use of the Site or Site Content not expressly permitted by these Terms is considered a breach and may result in violation of copyright, trademark, and other laws.

- 2. NFS Capital Trademarks.** The NFS Capital trade name, any trademarks, logos and all related names, product and service names, designs, and slogans are the proprietary property of NFS Capital, its affiliates or licensors. You must not use such marks without the prior written consent of NFS Capital.

3. Third Party Trademarks. The trademarks of third parties may also appear on the Site from time to time; you may not use these trademarks without prior written consent of their respective owners. You acknowledge and agree that nothing on the Site grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any of these third-party trademarks, nor may anything be construed to mean that NFS Capital has authority to grant any right or license on behalf of any third-party trademark owner.

4. Prohibited Uses. Any unauthorized use of our Site or Site Content for any purpose is prohibited. Your rights to the Site are given on the condition that you use the Site in accordance with these Terms. You may not use the Site for any unlawful purpose, and you may not use the Site:

- In any way that violates any applicable federal, state, local, or international laws or regulations;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by asking for personally identifiable information, or otherwise;
- To transmit or procure the sending of any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate NFS Capital, an NFS Capital employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm NFS Capital or users of the Site, or expose them to liability;
- To disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- Use any robot, spider, or other automatic device, process, or means to access the Site or Site Content for any purpose, including monitoring or copying any of the Site Content on the Site;
- Use any manual process to monitor or copy any of the Site Content on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Site;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site;
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- Use any Site Content to train large language models (LLMs) in connection with any artificial intelligence input or output services;
- Otherwise attempt to interfere with the proper working of the Site.

NFS Capital has no obligation to monitor your interaction with the Site but reserves the right to review or monitor the Site in its sole discretion and terminate or suspend your access to the Site.

5. User Contributions. We may allow users to contact us through the Site. Any information you provide through the Site (including your contact information) will be considered non-confidential and non-proprietary, which we may use to contact you, respond to your request and in

accordance with our [Privacy Policy](#). You may also submit emails to us, which may permit you to include your “story,” your review of our Site or services, or other content (each, a “**User Contribution**” and collectively, “**User Contributions**”). You represent and warrant that:

- You own or control all rights in and to any User Contributions that you provide to us.
- Any User Contributions you provide do and will comply with these Terms. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not NFS Capital, have full responsibility for such User Contributions, including their legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contribution posted by you or any other user of the Site.

You acknowledge and agree that any User Contributions provided by you to NFS Capital through the Site or any of our social media platforms are not confidential and you grant us a worldwide, royalty-free license to distribute, publish, modify, edit or otherwise use your User Contributions. NFS Capital shall be entitled to the unrestricted use and dissemination of User Submissions for any purpose, commercial or otherwise without any acknowledgement of or compensation to you.

6. Content Standards. These content standards (“**Content Standards**”) apply to any and all User Contributions, the use of this Site and any interactive services in connection with this Site. User Contributions must comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, all User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other personal or proprietary rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our [Privacy Policy](#);
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
- Give the impression that they emanate from or are endorsed by NFS Capital or any other person or entity, if this is not the case.

7. Links to Other Sites. In using the Site, you may find that NFS Capital provides hyperlinks to one or more third-party web sites or applications (the “**Linked Sites**”). These links are provided as a convenience for you and other users, but NFS Capital is not responsible for the content of, or links to and from, the Linked Sites. Your linking to these Linked Sites is at your own risk. We encourage

you to read the terms and conditions and privacy policies of the respective Linked Sites, should you choose to visit them since your use of those Linked Sites will be subject to their terms of use and privacy policies. A link from the Site does not imply a relationship with, or endorsement of, the Linked Site(s) or its content, purpose, policies, or business practices by NFS Capital.

- 8. Digital Millennium Copyright Act.** NFS Capital respects the intellectual property rights of others. NFS Capital will respond to notices of copyright infringement consistent with the Digital Millennium Copyright Act (the “DMCA”) and our response to such notices may include removing or disabling access to any allegedly infringing content. If you believe that content residing or accessible on the Site infringes a copyright, you may submit written claims of copyright infringement to our copyright agent at:

NFS Capital, LLC
Attn: Copyright Agent
900 Cummings Center, Suite 226-U
Beverly, MA 01915
Email: info@nfscapital.com

Written claims concerning copyright infringement must include the following information: a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed upon; a description of where the material that you claim is infringing is located on the Site; your address, telephone number, and e-mail address; a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and, a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your User Contribution that was removed is not infringing, or that you have the appropriate rights from the copyright owner or third party, or pursuant to the law, to post and use the material in your User Contribution, you may send a counter notification containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; (iii) a statement (under penalty of perjury) that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the material; and your name, address, telephone number, and e-mail address, along with a statement that you consent to the federal court of your jurisdiction and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notification is received by the Copyright Agent, we shall send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or user posting such material. If no such infringement action is filed within such 10 business days, we may, in our sole discretion, reinstate the removed material or cease disabling such material.

In accordance with the DMCA and other applicable law, we will, in appropriate circumstances, terminate access, at our sole discretion, of any member or user that we find to be a repeat

infringer of others' copyrights. We may also, in our sole discretion, limit or fully terminate access to the Site of any user infringing the intellectual property rights of others, regardless of whether such user is repeat offender or not.

9. Reliance on Information Posted. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. This Site may include content provided by third parties. All statements and/or opinions expressed in such materials, and all articles and responses to questions and other content, other than the content provided by NFS Capital, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of NFS Capital. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. Linking to the Site and Social Media Features. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. Notwithstanding the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

The web site from which you are linking, or on which you make certain Site Content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice and to demand the immediate removal of any linking to the Site. We may disable all or any social media features and any links at any time without notice in our discretion.

11. Disclaimer, Limitation of Liability, and Indemnification. The materials, Site Content and services offered on the Site are provided "AS IS" and without warranties or conditions of any kind. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, conditions, and other terms, express, implied, statutory or otherwise, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose. We do not warrant that the use of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server(s) that make it available or any advertised or hyperlinked site are free of viruses or other harmful components or that the Site, server(s), or advertised or Linked Sites will be accessible at all times. We do not warrant or make any representations, conditions, or other terms regarding the use of the Site or any information contained therein, including Site Content, with respect to correctness, accuracy, reliability, graphics, links or otherwise. You assume the entire cost of all necessary servicing, repair, or correction to any equipment you use to access the Site. To the extent that applicable law may

not allow the exclusion of implied warranties or conditions, the above exclusions may not apply to you.

In the event that a court finds the above disclaimer of direct damages to be unenforceable, in no event will NFS Capital's total aggregate liability for all damages, including without limitation all claims, losses, liabilities, costs and expenses (including legal fees and expenses) to you related to the Site or Site Content, or these Terms, exceed the lesser of (a) the direct damages suffered by you, and (b) \$100.

Documents, information, graphics, and other materials appearing on the Site may include technical inaccuracies, miscalculations, typographical errors, and out-of-date information. Use of such documents, information, graphics, or other materials is at your own risk.

You waive any and all claims and rights against us and our affiliates, parents, and successors and each of our employees, assignees, officers, agents, and directors (the "NFS Capital Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, or person, to the maximum extent permitted by the applicable laws of your jurisdiction of residence. None of the NFS Capital Parties will be liable to you under any cause of action, for any direct, indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You hereby agree to indemnify the NFS Capital Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys' fees), resulting from your use of the Site or any breach of these Terms by you.

If you are a consumer, the provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state or country of residence. Certain jurisdictions have heightened consumer protection laws that may make certain portions of these Terms inapplicable to you. For example, if you are a New Jersey consumer, certain provisions do not limit or waive your rights as a consumer under New Jersey law. The provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your jurisdiction. No provision of these Terms shall limit or waive your rights as a consumer under the law of your state or country of residence. In any event, NFS Capital reserves all rights, defenses, and permissible limitations under the law of your state or country of residence.

12. Ability to Accept Terms. You affirm that you are the age of majority in your jurisdiction 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. The Site is not intended for children under the age of eighteen (18). **If you are under the age of majority in your jurisdiction, then please exit now and do not use this Site.**

13. Geographic Limitations. NFS Capital controls and operates the Site in the United States, its territories and possessions. If you use our Site from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Site may describe products and services that are available only in certain jurisdictions (or only parts of them). We reserve the right to limit the availability of our Site and/or the provision of any Site Content, program, product, service, or other feature described or available on our Site to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any Site Content, program, product, service, or other feature that we provide.

Further information on your rights regarding personal information collected on the Site are set forth in our [Privacy Policy](#).

14. Choice of Law and Forum. These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law. You hereby consent and submit to the personal jurisdiction of the state courts located in Massachusetts and the federal courts located in Massachusetts. If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Any waiver of any provision of these Terms must be in writing signed by an authorized representative of NFS Capital to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

15. Limited Time to File Claims. You agree that you will assert any claim or dispute arising out of your use of any NFS Capital's Site or the purchase of any NFS Capital product or service from this Site within one (1) year after the claim or dispute arises, or such claim or dispute will be barred.

16. Severability and Enforceability. If any provision or portion of these Terms is held to be illegal, invalid, or unenforceable, in whole or in part, it shall be modified to the minimum extent necessary to correct any deficiencies or replaced with a provision which is as close as is legally permissible to the provision found invalid or unenforceable and shall not affect the legality, validity or enforceability of any other provisions or portions of these Terms.

17. Termination/Exclusion. We reserve the right, in our sole discretion, to revoke, terminate, or suspend any and all privileges associated with accessing the Site for any reason or for no reason whatsoever, including improper use of the Site or failure to comply with these Terms, and to take any other action we deem appropriate.

Provisions relating to Ownership of Site Content and Intellectual Property, disclaimers, limitations of liability, indemnification, User Contributions, Choice of Law and Forum, and Limited Time to File Claims, shall survive any termination.

18. Changes to Terms. We may revise these Terms at any time, with or without notice, by updating this page or notifying you of the changes, and such revisions will be effective upon posting to this page. Please check these Terms periodically for any changes. Your continued use of the Site following the posting of any revisions to these Terms will mean you accept those changes. We reserve the right to alter, suspend or discontinue any aspect of the Site, including your access to it. Unless explicitly stated, any new features will be subject to these Terms.

19. General. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. We may assign, novate, or subcontract any or all of our rights and obligations under these Terms at any time.

20. How to Contact Us. This web site is operated by NFS Capital, LLC of 900 Cummings Center, Suite 226-U, Beverly, MA 01915. All feedback, comments, and other communications relating to the Site should be directed to: info@nfscapital.com. Such feedback, comments and other communications will be considered User Contributions and subject to this Terms.