



TERMS & CONDITIONS

2018

WEBSITE & BRAND

All services rendered by Syndicate Lenders or its subsidiaries are defined by the terms and conditions written within this document.

Modified by Manny Suarez

Bronx, New York

Terms & Conditions

Syndicate Lenders operates this website to provide online access to information about Syndicate Lenders and its products, services and opportunities. By accessing and using this site, you agree to each of the terms and conditions set forth herein (“Terms & Conditions”). Additional terms and conditions applicable to the specific areas of this site are posted throughout the site and, together with these Terms & Conditions, govern your use of these areas, content and/or transactions.

Syndicate Lenders reserves the right to modify the content of its website, including the Terms & Conditions, without prior notice. Your use of the site constitutes your agreement to follow and be bound by the terms and conditions of the site, as well as these Terms & Conditions, as modified. You are encouraged to review the website and these Terms & Conditions periodically for updated and modifications.

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Authorized Use

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You further agree that you will NOT do any of the following:

1. Harvest or collect email addresses or other contact information of portal users from the website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.
2. Use automated scripts to collect information from the website or for any other purpose
3. Register for more than one portal user account, register for a portal user account on behalf of an individual other than yourself, or register for a portal user account on behalf of any group or entity.
4. Impersonate any person or entity or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity.
5. Upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
6. Upload, post, transmit, share, store, or otherwise make publicly available on the website any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, social security numbers, and credit card numbers.

7. Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
8. Use or attempt to use another's account, service, or system without authorization from Syndicate Lenders, or create a false identity on the website.
9. Upload, post, transmit, share, store, or otherwise make available content that, in the sole judgment of Syndicate Lenders, is objectionable or which restricts or inhibits any other person from using or enjoying the website, or which may expose Syndicate Lenders or its affiliates, licensors and their respective officers, directors, employees, agents and representatives, or website users to any harm or liability of any type.

Syndicate Lenders reserves the right, in its sole discretion, to restrict, in whole or in part, your use of the Site, any Site Content, any Portal, and any third-party's User Content at any time with or without notice for any or no reason.

Authorized Users

As a user of the website, you affirm that you are 18 years of age or older. Syndicate Lenders will not consider nor retain any applications, comments or information submitted by persons under the age of 18. You assume all responsibility for your use of, or access to, the website, including your access to any website content or user content, and hereby waive all claims or causes of action against Syndicate Lenders, its affiliates, licensors and their respective officers, directors, employees, agents and representatives in connection therewith.

Third-Party Links

Links on this website are provided solely as a convenience to you. By clicking on these links, you understand that you are leaving the Syndicate Lenders site, and are no longer governed by these Terms & Conditions and Privacy Policy. Syndicate Lenders is not responsible for the availability or content of any third-party website. Keep in mind that third-party websites may have different Terms & Conditions and privacy policies.

Feedback

Syndicate Lenders may offer the opportunity to provide feedback as a part of its services. By providing feedback to Syndicate Lenders, you give a non-exclusive, irrevocable, perpetual and sub-licensable right for us to share the information in any format and for any purpose, including but not limited to, advertising use. No compensation will be paid to you for your submission, and Syndicate Lenders is under no obligation to use or post any information provided.

You warrant that you own or control all of the rights to all content, photographs, videos or images, and that such content, photographs, videos and images do not infringe upon the intellectual property rights of any third parties. You agree to indemnify Syndicate Lenders, our affiliates, agents and partners for any and all claims resulting from the content you submit.

You may not post content that is unlawful, obscene, threatening, inflammatory, libelous, defamatory, or that includes any misleading information. Syndicate Lenders may remove any submission at any time in its sole discretion.

Ownership

Syndicate Lenders retains all right, title and interest in this website and its content, designs and layouts, functions, graphics, photographs, music, sound, features and services offered on this website, including any and all copyright, trademark and other intellectual property rights. Syndicate Lenders reserves all rights not expressly granted. All third-party trademarks, service marks, trade names, logos, or other designations of source are the property of their respective owners. Nothing on any Site shall be construed as granting any license or right not expressly set forth herein.

Authorization to Contact You by Telephone

You authorize Syndicate Lenders, our affiliates, agents, partners and independent contractors to contact you at any telephone number you provide to us or from which you place a call to us, or any telephone number where we believe we may reach you, using any means of communication, including but not limited to, calls or text messages to mobile, cellular, wireless or similar devices and calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if you incur charges for receiving such communications.

Electronic Communications

By using parts of this website, or sending e-mails to Syndicate Lenders, you are communicating with us electronically. You agree to receive communications from us electronically, and that all agreements, notices, disclosures and other communications that we, our affiliates, partners or independent contractors provide to you electronically satisfy any legal requirement that such communication be in writing and are effective immediately.

If you are accessing our website and the disclosures via a mobile device (e.g., smart phone, tablet, etc.), you must make sure that you have software on your mobile device that allows you to print and save any and all disclosures provided to you during the application process. If you do not have these capabilities on your mobile device, please access this website or portal through a device that provides these capabilities.

You may withdraw your consent to receive disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent you will not be able to post any funding requests on our website. If you have a pending request on our website, we will terminate it and remove it from our system. If you have already received funding, all previously agreed to terms and conditions will remain in effect, and we will send disclosures to your verified business address provided during registration.

Disclaimer

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Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SYNDICATE LENDERS OR ANY OF ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR COSTS, OR ATTORNEY'S FEES ARISING OUT OF OR RELATING TO THESE TERMS, ACCESS TO, USE OF, OR THE OPERATION OF ANY SITE, ANY OF THE SITE CONTENT, OR USER CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY AND SYNDICATE LENDERS'S SOLE AND EXCLUSIVE LIABILITY TO YOU FOR ANY REASON SHALL BE FOR YOU TO DISCONTINUE YOUR ACCESS TO OR USE OF THE SITE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

In the event State law does not allow the exclusion or limitation of liability for consequential or incidental damages, Syndicate Lenders liability shall be limited and warranties are excluded to the fullest extent permitted by law, but shall in no event exceed \$100.00.

You agree that any cause of action arising out of or related to Syndicate Lenders, any website, or any website content or user content must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Indemnification

You agree to indemnify, defend, and hold harmless Syndicate Lenders, its affiliates, licensors, and partners, including without limitation, Syndicate Lenders service providers and banks—and their respective officers, directors, employees, agents, and representatives—from and against all losses, expenses, damages and costs. This includes reasonable attorneys' fees, for any claims, causes of actions, procedures or allegations arising out of or relating to any violation of these Terms & Conditions, your use of the website, website content, or user content (including but not limited to infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing any website on your behalf. Syndicate Lenders reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

Anonymity Agreements

You agree to remain anonymous unless summoned by legal mandate or proven fraudulent. Syndicate Lenders and all of its affiliates, sponsors, partners, and subsidiaries are covered within the digital rendering of anonymous services or exchange of information. The user's provided information for programs such as "CPA Partnerships" or "Pay The CPA" shall always remain secured and unsealed unless court ordered or legally mandated. All questions about anonymity can be referred to at: <https://www.syndicatelenders.com/policies>.

Proprietary Property

You have the right to retain ownership of any copyright materials given to Syndicate Lenders including intellectual properties, digital media, interviews, or testimonials. By submitting any of these materials to Syndicate Lenders or any of its affiliates, sponsors, partners, and subsidiaries you have given consent to its public use for showcasing. You will always be notified if the material is considered for showcasing

Digital Millennium Copyright Act

Syndicate Lenders takes the issue of copyright infringement very seriously, and has adopted the following policy in accordance with the Digital Millennium Copyright Act (DMCA) (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). It is Syndicate Lenders policy to (1) block access to or remove content posted by users that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue providing the service to repeat offenders.

If you believe that any content on this website violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please notify us immediately at info@SyndicateLenders.com. ("Designated Agent") with the following information:

1. Identification of the copyrighted work claimed to have been infringed, or—if multiple copyrighted works at a single online site are covered by a single notification—a representative list of such works at that site;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright that is allegedly infringed.

You acknowledge that if you fail to comply with substantially all of the above requirements of this Section, your DMCA notice may not be valid and we may not be able to remove infringing content.

Security

You are responsible for maintaining the confidentiality of your identification and password information, and for restricting access to your computer or device. You agree to accept responsibility for all activities that occur under your identification and password.

Syndicate Lenders reserves the right to terminate your access to the website or portal, or cancel your user name and password at any time and for any reason including, without limitation, your violation of these Terms & Conditions.

Origination, Processing, & Advisory

Typically, a fee is charged on entering into a loan agreement to cover the cost of processing the loan. This is a 2.5% closing cost that is deducted from the funding amount. It covers our customer acquisition and data entry expense. This is also designed for applicants who receive an approval that exceeds \$75,000 who don't accept the terms. The advice we provide and customized approvals will always include a justified fee. This fee may be waived depending on the financial product purchased or the terms of your agreement. The fees we charge for the services we provide allow us to continue helping businesses.

Governing Law and Jurisdiction

These Terms & Conditions, and the interpretation, performance, and enforcement of your and Syndicate Lenders rights and duties, shall be construed in accordance with the laws of the State of New York, except for any conflict or choice-of-law principle thereof that would lead to the application of another jurisdiction's laws to the rights and duties of the parties. By using any website, you agree to submit any and all disputes arising out of or relating to these Terms & Conditions to the exclusive jurisdiction of the state or federal courts located in New York County, New York, or, at Syndicate Lenders sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in New York County, New York.

Severability

If any provision of these Terms & Conditions is deemed unlawful, void, or unenforceable, that provision is deemed severable from these Terms & Conditions and does not affect the validity and enforceability of any remaining provisions.

Force Majeure

Syndicate Lenders shall not be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party or its contractors, agents or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

Contact Us

If you have any questions or concerns about these Terms & Conditions, please contact us at [info@Syndicate Lenders.com](mailto:info@SyndicateLenders.com) or (718)841-7584.