

## **TERMS OF SERVICE**

By using the [www.ntervalfunding.com](http://www.ntervalfunding.com) (“**Website**”), you (“**user,**” “**you**” and/or “**your**”) are agreeing to be bound by the following terms and conditions (“**Terms**”). These Terms are in effect throughout the full duration of your use of the Website. You are responsible for regularly reviewing these Terms. Please review them carefully. Your continued use of the Website after any modification of the Terms will conclusively indicate that You accept those changes. Notwithstanding the above, we will seek your consent to future modifications to the extent we are required to do so by law. If you do not wish to be bound by these Terms, please do not enter, or use the Website. These terms together with our Privacy Policy apply to our websites, mobile applications, and other digital and interactive services that link to these Terms (together, the “**Services**”). Nterval Funding, Inc. (“**Company,**” “**we**” “**our**” and/or “**us**”) operates our Website.

## **COMPLIANCE WITH LAWS**

All users of this Website agree to follow all applicable federal, state and local laws. Any user engaging in fraudulent or illegal activity is in violation of these Terms and is not permitted to use this Website.

## **ELIGIBILITY AND SCOPE**

To use the Services you must be, and represent and warrant that you are, of legal age and competence in the jurisdiction in which you are accessing the Services. By using the Services on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Services constitutes that third party’s acceptance of these Terms. The Services are controlled and offered from the United States of America. We make no representations that the Services are appropriate for use in other locations. Those who access or use the Services from other locations do so at their own risk and are responsible for compliance with local law.

## **ELECTRONIC COMMUNICATION**

You acknowledge and agree that the communications electronic. You consent to receive communications from us in electronic form, including e-mail. You agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement of such communications. We will use reasonable efforts to honor any request you may have to opt out from receiving certain e-mails. You waive any rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent such waiver is not prohibited under applicable law.

## **PRIVACY POLICY**

Your privacy is very important to us. Please review our Privacy Policy, which governs the use of personal information on our Website and to which users agree to be bound. By using the Website, you agree that we may use your information as set forth in the Privacy Policy.

## **NO WARRANTY**

Our Website are provided “as is” not warranted for any particular purpose. To the fullest extent provided by law, we exclude and disclaim all representations and warranties, express or implied, related to our Website. Services are provided “as is”, and there is no warranty that they will meet your desired

requirements. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you.

### **ACCEPTABLE USE OF THE WEBSITE**

By using the website, you agree to the Terms and applicable laws, regulations, and generally accepted online business practices. Therefore, you agree that:

1. Any information that you provide is accurate.
2. You are 18 years of age or older and are acting on your own behalf.
3. You have not been in any way banned or denied access to the Website by us.
4. Except as explicitly permitted by the Terms, you may not (nor will you allow others to) sell, copy, create derivative works from, publish or in any way distribute, including for any purpose competitive to us, any information or content from our Website.
5. You will not interfere with, violate, damage, or circumvent the regular operation or security of the Website or our services or data, including overburdening, spamming or similar activities.

### **REGISTRATION AND SECURITY**

To use certain features of the Website, you must complete the registration process. Once registered, an account will be created for you. You agree that the registration information you provide is accurate, complete, and current. You further agree to promptly update that information to keep it accurate, complete, and current. You acknowledge and agree that we, in our sole discretion, may suspend or discontinue your account, and refuse any and all current and future, access to or use any portion of this Website at any time without notice to you.

You acknowledge and agree that we will not be liable, for or in connection with any harm or damages to you or to any party resulting from the theft or unauthorized use of your account login information. Please note that no technology can be considered completely secure or impenetrable and Internet protocols and other public and/or proprietary technology used or accessed by the Website may be vulnerable to exploitation or compromise by persons engaged in hacking or criminal conduct. We and you each acknowledge and agree that, subject to applicable law, we shall have no liability to you for any such exploitation or criminal conduct by third parties.

### **INTELLECTUAL PROPERTY**

All rights, title, and interest in and to the Website and any intellectual property contained therein or relating thereto, including any copyright, patent or trademark, are and will remain the exclusive property of us. Such intellectual property is protected by federal and state law and international treaties. You acknowledge and agree that no proprietary rights are being transferred to you and that you have no intention of using such materials or information inappropriately or to in any way harm us or any of its affiliates, members, or employees.

You acknowledge and agree that any violation of the provisions of the Terms regarding our intellectual property above may subject you to compensatory and punitive damages, and shall specifically also entitle us to equitable relief (including an injunction), in addition to (and not in substitution or

replacement for) any other available remedies at law or in equity, without the need for the posting of a bond or any other requirement.

## **INTERRUPTIONS**

There may be occasions when our Website is interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond our control.

## **TAX COMPLIANCE**

We are required to identify clients on our platform. This ensures we remain in compliance with applicable information reporting requirements we collect and verifies your information. We also may obtain personal information from third parties in order to verify your identity, or to prevent fraud.

Personal information collected from any source may include, among other things, your name and address, Social Security or taxpayer identification number, date of birth, etc. You certify under penalty of perjury that the information provided, including your social security or taxpayer identification number, is correct.

We may be required to provide certain legal and regulatory disclosures and statements to you in written form. You consent to receiving such disclosures in electronic form.

Further, you understand and acknowledge that we will report certain transactions to the Internal Revenue Service to the extent and manner in which it is required to do so by law.

## **VERIFICATION**

You agree to provide any information or documentation reasonably requested by us to verify your identity in connection with your account, and you authorize us to make, directly or through third parties, any inquiries we consider necessary to verify your identity. We reserve the right to close, suspend or limit access to in the event we are unable to obtain or verify any of this information to our satisfaction.

You agree that we may make any inquiries to assess your eligibility to use the services including of third parties. We will only obtain consumer reports that do not impact your credit score and do not leave a hard inquiry on your credit report.

## **FRAUDULENT ACTIVITY**

Any actual or suspected unauthorized access and/or unauthorized activity will be treated by us as potentially fraudulent. You agree to notify us within if you become aware of or suspect any potentially fraudulent activity. In such event, we will take reasonable steps to protect your account. You agree to promptly report any potentially fraudulent activity to legal authorities and provide us a copy of any report prepared by such legal authorities.

## **LINKS TO THIRD-PARTY WEBSITES**

This site may contain links to web sites controlled, owned, and operated by third parties. We cannot control and have no responsibility for the accuracy or availability of information provided on the websites of third parties. You acknowledge that use of any third-party websites is governed by the terms of use for those websites, and not by this Agreement. We are not responsible for the content of any

websites of third parties, nor do we make any warranties or representations, express or implied, regarding the content (or the accuracy of such content) on any such websites, and we shall have no liability of any nature whatsoever for any failure of products or services offered or advertised at such websites or otherwise.

#### **LIABILITY LIMITATION**

We and our members, advisors or employees shall not be liable with respect to our Website under any theory of liability for (a) any incidental, punitive, or consequential damages of any kind; (b) damages for loss of use, profits, data, images, content or other intangibles; or (c) damages for errors or omissions. The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of us.

Users will indemnify and hold us and our members, advisors or employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your access to our Website, the violation of these Terms by you or any third party using your account, of any intellectual property or other right of any person or entity.

Any cause of action arising out of or related to the Terms, or our Website must begin within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. There may be jurisdictions in which this contractual limit on the statute of limitations does not apply.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

#### **DIGITAL SIGNATURE**

You agree that your digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act. You are responsible for your own financial decisions. We have not, cannot, and will not, make any guarantee that you will make or save money, whether explicit or implied. Consult your own advisers before making your financial decisions. We value your privacy. Personally, identifiable, or financial information you provide us will only be used for the purposes for which it was obtained. Because we invest time and resources in products and services, the products and services are proprietary, confidential and are to be used for the intended purpose for which they were offered.

#### **TRADEMARKS**

Nterval Funding. ,ntervalfunding.com and the Nterval Funding logo are trademarks and shall not be used without our consent.

#### **ADVERTISING**

We may display advertisements and promotions on our Website. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to user.

#### **ACKNOWLEDGEMENT**

By using our Website, you agree that any disputes will be governed by and construed in accordance with the laws of the State of California. You are bound to the jurisdiction of California for any legal action. You waive any objection to the laying of venue of any such litigation in California and agree not to plead or claim that such California litigation brought therein has been brought in an inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the State of California.

#### **WAIVER OF JURY TRIAL**

We and you each agree to irrevocably and unconditionally waive any right to a jury trial in respect to any legal action or proceedings arising out of or relating to these Terms or our Website.

#### **ENFORCEMENT**

If any portion of this section or Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section or agreement, each of which shall be enforceable to the fullest extent possible you acknowledge that all of the products or services offered by Nterval Funding or its business partners are provided to you on an “as-is” basis, and all warranties, express and implied are disclaimed.

#### **CLASS ACTION WAIVER**

We and you each agree that there will be not right or authority for any dispute to be brought, heard or arbitrated as a class action. All disputes shall be resolved on an individual basis only. The parties further agree that each may bring claims against the other only in your or its individual capacity, not as a plaintiff or class member in any purported class or representative proceeding.

#### **CONTROLLING LAW AND SEVERABILITY**

These Terms will be interpreted in accordance with the laws of the State of California, without regard to its conflict-of-law provisions. If any part of these Terms is considered invalid, it shall be enforced as effectively as possible while all other provisions remain in full effect.

#### **CONTACTING US**

If You have any other questions or comments, please notify us by sending an e-mail to [support@ntervalfunding.com](mailto:support@ntervalfunding.com).

*Terms of Service last updated on January 01, 2025.*