

# NEWSLETTER SUBSCRIBER AGREEMENT

#### **Purpose**

The Newsletter Subscriber Agreement (the "Agreement") governs your use of the subscription that you opt-in to receive in connection with a certain American Lending newsletter (the "Subscription").

5199 E. Pacific Coast Hwy. Suite 410, Long Beach, CA 90804

**8** (855) 787-LOAN

(562) 719-2048

www.AmericanLendingInc.com



# **Newsletter Subscriber Agreement**

Please Read Carefully Before Using This Website:

American Lending, Inc. maintains this site for information and communication purposes. This webpage contains the Terms of Use governing your access to and use of the (the "Website" or "Site"). If you do not accept these Terms of Use or you do not meet or comply with their provisions, you may not use the Website.

# Terms Applicable To All Users

#### **Overview**

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

For users who are not registered with this Website, your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

For users who are registered with the Website, your use of the Website shall be subject to (i) certain designated terms (see Section B below) in addition to those terms applicable to all users and (ii) shall be further conditioned on your [selecting the "I AGREE TO THE TERMS OF USE" button at the end of these Terms of Use].

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

## **Changes to Terms**

American Lending may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

#### Jurisdiction

The Website is directed to those individuals and entities located in the United States. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorized to access or use any of the information on this Website. American Lending makes no representation that the information, opinions, advice or other content on the Website (collectively, "Content") is appropriate or that its products and services are available outside of the United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.





## Scope of Use and User E-Mail

You are only authorized to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact.

You may not store, modify, reproduce, transmit, reverse engineer or distribute a significant portion of the Content on this Website, or the design or layout of the Website or individual sections of it, in any form or media. The systematic retrieval of data from the Website is also prohibited.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy. You agree not to submit or transmit any e- mails or materials through the Website that: (i) are defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. American Lending shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Website without the prior written consent of American Lending is strictly prohibited.

# **Subscription Cancellation**

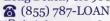
You may cancel your subscription to American Lending Newsletters at any time by using the Unsubscribe Button at the bottom of the page or by notifying our customer service.

## **Copyrights and Trademarks**

The materials at this Site, as well as the organization and layout of this site, are copyrighted and are protected by United States and international copyright laws and treaty provisions. You may access, download and print materials on this Website solely for your personal and non-commercial use; however, any print out of this Site, or portions of the Site, must include American Lending's copyright notice. No right, title or interest in any of the materials contained on this Site is transferred to you as a result of accessing, downloading or printing such materials. You may not copy, modify, distribute, transmit, display, reproduce, publish, license any part of this Site; create derivative works from, link to or frame in another website, use on any other website, transfer or sell any information obtained from this Site without the prior written permission of American Lending.

Except as expressly provided under the "Scope of Use" Section above, you may not use, reproduce, modify, transmit, distribute, or publicly display or operate this Website without the prior written permission of American Lending. You may not use a part of this Website on any other Website, without American Lending's prior written consent.

5199 E. Pacific Coast Hwy. Suite 410, Long Beach, CA 90804







American Lending respects the intellectual property rights of others and expects our users to do the same. The policy of American Lending is to terminate the accounts of repeat copyright offenders and other users who infringe upon the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us.

#### Links

For your convenience, we may provide links to various other Websites that may be of interest to you and for your convenience only. However, American Lending does not control or endorse such Websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such Websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to American Lending's website and the products and services American Lending offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. American Lending reserves the right to terminate any link or linking program at any time. American Lending disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

#### No Unlawful or Prohibited Use

As a condition of your use of the Website, you warrant to American Lending that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

## Advertisements, Affiliates, and Sponsorships

American Lending does not guarantee any offers made by any of the advertisers, sponsors, or business opportunities mentioned herein. While every business and persons associated with said businesses are believed to be reputable, this publication cannot and does not accept responsibility for their actions; therefore, readers using this information do so at their own risk.

While we are diligent about the quality of advertisements on this website, we do not take any responsibility for the claims made within these advertisements, nor the material and links found on the referring websites.

If you find an ad of poor quality, please contact us, providing us with as much information as possible about the ad.





**Spamming** 

Gathering email addresses from American Lending through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other users is prohibited.

#### **No Warranties**

THE WEBSITE, AND ANY CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH AMERICAN LENDING EXPRESSLY DISCLAIMS. American Lending DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND AMERICAN LENDING WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE WEBSITE OR ANY CONTENT. WE HAVE NO DUTY TO UPDATE THE CONTENT OF THE WEBSITE. AMERICAN LENDING MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY AMERICAN LENDING. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

# Governing Law, Location and Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the State of California, USA, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

## **Separate Agreements**

You may have other agreements with American Lending. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with American Lending.





# **DMCA Copyright Policy and Copyright Agent**

American Lending respects the intellectual property rights of others. If you believe something on this Site has infringed your intellectual property rights, please notify our agent and provide the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed.
- iii. 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.
- iv. Address, telephone number, and, if available, an electronic mail address where we may contact you.
- v. A statement that the complaining party has 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.
- vi. 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.

The Site's Copyright Agent can be reached at:

Attn: American Lending

5199 East Pacific Coast Highway, Suite 410 Long Beach, CA 90804 855. 787. LOAN 562. 719. 2053

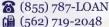
### **No Professional Advice**

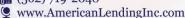
The information available on the Website is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. This Website is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

# **Limitation of Liability**

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. AMERICAN LENDING SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF AMERICAN LENDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION

5199 E. Pacific Coast Hwy. Suite 410, Long Beach, CA 90804









LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY AMERICAN LENDING. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

## **Indemnity**

You agree to defend, indemnify, and hold American Lending, its officers, directors, employees, shareholders, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

**Contact us:** If you would like to request additional information regarding these Terms of Use, please contact us.



5199 E. Pacific Coast Hwy. Suite 410, Long Beach, CA 90804

