



Terms & Conditions Dated May 15, 2024

## Terms & Conditions

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**4. INDEMNIFICATION** You agree to indemnify, defend, and hold harmless Reliance, its affiliates, and partners, including without limitation, Reliance's service providers and banks—and their respective officers, directors, employees, agents, and representatives—from and against all losses, expenses, damages and costs including reasonable attorneys' fees, for any claims, causes of actions, procedures or allegations arising out of or relating to any violation of these Terms of Use, 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. Reliance reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

**5. UNLAWFUL OR PROHIBITED USE** As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Services in any manner that could damage, disable, overburden, or impair the Reliance website or interfere with any other parties' use and enjoyment of the Services. You may not attempt to gain unauthorized access



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**6. EXTERNAL LINKS** Links to other websites do not imply an endorsement of the materials disseminated at those websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at this site. Links to other websites are provided by Reliance as a convenience to its users. Reliance is not responsible for the materials contained in any website linked to this site. Please be advised that third-party websites may have different terms of use and privacy policies.

**7. AUTHORITY** Use of the Services is void where prohibited. By using the Services, you represent and warrant that (a) all application information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; (d) your use of the Services does not violate any applicable law or regulation; (e) you are authorized on behalf of the company whose name you have entered to apply for business working capital investment. Your profile may be deleted and your Membership may be terminated without warning if we believe, in our sole discretion, that you are in violation of any Terms of Use. You understand and agree that Reliance and our agents and assignees are authorized to contact third parties to conduct background checks and other investigative reports and make credit report inquiries (including requesting business and personal credit bureau reports from credit reporting agencies and other sources) or for any other lawful purpose, and that Reliance has the authority for the foregoing in connection with any update, renewal, or extension of the credit to the company on whose behalf you are applying for credit. Upon your written request, we will advise you if we obtained a credit report. You understand and agree that Reliance is making no commitment or guarantee that any product, evaluation, or guidance provided by Reliance will result in an investment approval.

**8. ACCOUNT SECURITY** Customer Duty – You agree to keep confidential all passwords, user IDs, IP addresses and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your Reliance account, password, user ID or IP address. You agree to: (a) Immediately notify Reliance if you suspect any breach of security such as loss, theft,



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**9. ELECTRONIC COMMUNICATIONS** By using parts of this website, or sending emails to Reliance, 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. You have the right to withdraw your consent to receive disclosures and submit information electronically. You may withdraw your consent by contacting the Company in writing. If you choose to withdraw your consent, you will not be able to make any requests through our website or receive SMS. If you have a pending request on our website, we will terminate it and remove it from our system. If you have already received an investment, all previously agreed to terms and conditions will remain in effect, and we will send disclosures to your verified business address provided during registration. You may obtain a free copy of your electronic application by contacting the Company in writing at 200 Central Avenue, Farmingdale, NJ, 07727 or by telephone at (845) 285-9446.

**10. TELEPHONE COMMUNICATIONS** You hereby expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls and SMS messages (including text messages) from Reliance, its affiliates, marketing partners, agents and others calling at Reliance's request or on its behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular or mobile telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You may opt out of receiving calls and



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**11. GOVERNING LAW AND FORUM** Jurisdiction – Any dispute arising from these terms shall be resolved exclusively in the State and Federal Courts of the State of Florida. Furthermore, these terms and the interpretation, performance and enforcement of your and Reliance’s rights and duties shall be construed in accordance with the laws of the State of Florida except for the conflict or choice of law principles thereof.

**12. FEEDBACK AND SUBMISSIONS** You agree you are and shall remain solely responsible for the content of any submissions you make and you will not submit material that is unlawful, defamatory, abusive or obscene. You agree that you will not submit anything to the site that will violate any right of any third party, including copyright, trademark, privacy or any other personal or proprietary rights.

**13. FORCE MAJEURE** Reliance 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.

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