



The International Association of Credit Engineers Terms of Service

Acceptance of Terms and Conditions:

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

You represent and warrant to us that (a) you are legally capable to enter into contracts, (b) you are providing us at all times true, accurate and up to date information about yourself, (c) you will comply at all times with the Website Terms and applicable law and (d) your use of the Website and any transactions that you make with us will not violate the rights of any third party.

This Terms of Use Agreement is between you and The International Association of Credit Engineers, its past, present, or future parents, subsidiaries, affiliates, predecessors, assignees, successors, and their respective agents, employees, directors, officers, partners, and members (whether acting in their corporate or individual capacity) ("TIACE," "we" or "us"), with a principal place of business at 936 Greenwood Rd., Weston, FL 33327. Notwithstanding any language in the Website Terms to the contrary, the Website Terms have the same effect as an agreement in writing and govern your use of this site and its content (the "Website")

We may modify the Website Terms at any time. If you do not agree to the changes, you must discontinue using the Website, discontinue using TIACE's services, and rescind your request in writing that TIACE contact you about its funding services, before the changes take effect. Your continued use of the Website, use of TIACE's services, request that TIACE contact you about its funding services after any such changes take effect, constitutes your acceptance to such changes. Each time you visit or log in to the Website, continue using TIACE's services or continue your request that TIACE contact you about its funding services, you reaffirm your acceptance of the Website Terms. You are responsible for regularly reviewing the Website Terms. The Website Terms may be supplemented by additional terms and conditions applicable to privacy, specific areas of this Website, or to where particular content or transactions are posted in particular areas of the Website and, together with the Website Terms, govern your use of those areas, content, or transactions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

This site and its components are offered for informational purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

Prior to using the services provided by The International Association of Credit Engineers, any potential member will sign a Non-Disclosure Agreement:

Without Disclosing Party's prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. Receiving Party will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Receiving Party's behalf in the analysis and negotiation of a business relationship or any contract or agreement with Disclosing Party.

TIACE Online Privacy Policy:

The International Association of Credit Engineers and its wholly-owned subsidiaries (collectively "TIACE") believe that privacy is important to the success and use of the Internet. This statement sets forth TIACE's policy and describes the practices that we will follow with respect to the privacy of the information of users of this site.

What Personal Information We Collect

TIACE collects your personal information online, when you voluntarily provide it to us, for the purpose of obtaining funding. If you choose to register online, we ask you to provide your personal information and requested documentation through our secure portal or via a secure email program such as Proton Mail.

How We Use Personal Information That We Collect Online

Internal Uses

We will use your personal information within The International Association of Credit Engineers to assess your credit-worthiness by accessing your credit reports and tax returns as well as other financial information.

Disclosure of Personal Information to Third Parties

We will only disclose personal information to our affiliate banks and other credit providers for the purpose of funding applications. We also may share aggregate, non-personal information about website usage with unaffiliated third parties. This aggregate information does not contain any personal information about our users.

Cookie Placement

Like many other commercial sites, TIACE may use a standard technology called "cookies" to collect information about how our site is used. Cookies were designed to help a website operator determine that a particular user had visited the site previously and thus save and remember any preferences that may have been set. We may use cookies to keep track of information about your current web browsing session which will be discarded as soon as you log out or close your web browser. This information also allows us to statistically monitor how many people are using our site and for what purpose. We may also make use of "persistent or memory based" cookies, which remain on your computer's hard drive until you delete them. Examples include our use of these cookies to pre-populate forms you complete on our website based on information you have previously provided to us, enable interest-based advertising and collect information about your web browsing history. Although you have the ability to modify your browser to either accept all cookies, notify you when a cookie is sent, or reject all cookies, it may not be possible to utilize our services if you reject cookies.

How We Protect Information Online

We exercise great care to protect your personal information. This includes, among other things, using industry standard techniques such as firewalls, encryption, and intrusion detection. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. This is especially true for information you transmit to us via email, unless it is through a verified secure email provider such as Proton Mail, since we have no way of protecting that information until it reaches us since other email does not have the security features that are built into our websites.

In addition, we limit TIACE's employees and contractors' access to personal information. Only those employees and contractors with a business reason to know have access to this information. We educate our employees about the importance of maintaining confidentiality of customer information. We review our security arrangements from time to time as we deem appropriate.

Links to Other Sites

We want to provide site visitors valuable information, services and products. Featured programs and other site content within the TIACE site may link our users to third party sites. TIACE does not control and is not responsible for practices of any third-party websites.

Note

From time to time, we may change this privacy statement. For example, as we update and improve our services, new features may require modifications to the privacy statement. Accordingly, please check back periodically.

Non-Discrimination Notice

The International Association of Credit Engineers complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. TIACE does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Rules of Use for Account or Subscription:

Unauthorized use of TIACE's Websites and systems, including but not limited to unauthorized entry into TIACE's systems, misuse of passwords, posting of objectionable or offensive content or your unauthorized use of legally protected third party content, or misuse of any information posted to a site, is strictly prohibited.

You acknowledge that TIACE may disclose and transfer any information that you provide through this Website to (i) any company within the TIACE group, its affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate (including to countries outside the EEA), and by using and providing information through this Website you agree to such transfers. Use of this Website, including any patterns or characteristics concerning your interaction with it, may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording.

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TIACE provides the Website and the Materials for your individual, non-commercial use and solely for the purpose of carrying out individual transactions with the Website. Any other use of the Website or the Materials is strictly prohibited. You may not, either directly or indirectly:

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Use the Materials for telemarketing, direct marketing, and commercial mass e-mail or by agents or representatives or e-mail spammers;

Reverse engineer, decompile, disassemble, merge, copy, use, disclose, rent, lease, loan, sell, sublicense or transfer the underlying source code or structure or sequence of the Technology or delete or alter author attributes or copyright notices;

Use any network monitoring or discovery software to determine Website architecture, or extract information about usage or users;

Reformat or frame any portion of the Website or Materials;

Use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;

Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;

Attempt to gain unauthorized access to other computer systems;

Violate the Website Terms, applicable law or the rights of others; or disrupt or interfere with the security of, or otherwise cause harm to, the Website.

Any permitted use of the Website does not extend to using the Website or Materials for any illegal purpose, or to transmit to or through the Website or to or through any service any illegal, harmful, threatening, defamatory, obscene, hateful, pornographic or other objectionable material of any kind, or to interfere with, abuse or otherwise violate the legal rights of any third party using the Website or Materials.

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our website, remove hosted content, and take technical and legal steps to keep users off the Website if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts.

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The information and materials contained in this Website-and the terms and conditions of the access to and use of such information and materials-are subject to change without notice. Products and services described, as well as, associated fees, charges, and interest rates, may differ among geographic locations. Not all products and services are offered at all locations.

Limitation of Liability

Under no circumstances (including negligence) shall we be liable to you or anyone else for any direct, indirect, incidental, special or consequential damages (including lost profits), personal injury (including death) or property damage of any kind or nature whatsoever that arise out of or result from:

(A) The use of, or any inability to use, the website or any content or functions thereof; or (B) Any act or omission, online or offline, of any user of the website or anyone else, even if we have been advised of the possibility of such damages.

In no event shall our total liability to you for all loss, cost, damage, liability or expense (including attorneys fees and costs) that you may suffer or incur, under any theory of liability, in contract, tort (including but not limited to, negligence) or otherwise, exceed the lesser of the amount paid by you, if any, for the right to access or participate in any activity related to the website, or \$100.00.

Under no circumstances shall we or any of the indemnified parties be liable for any delay or failure in performance resulting, directly or indirectly, from any event of Force Majeure or other cause beyond our or their control including, without limitation, acts of God, war, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties. Neither we nor any other indemnified party is responsible or liable for: (A) any incompatibility between the website and any site, service, software or hardware: or (B) any delay or failure you may experience with any transmission or transaction related to the website.

The limitations, exclusions and disclaimers herein and elsewhere in these terms of use apply to the maximum extent permitted by applicable law

Applicable law may not allow certain of the exclusions, limitations, or disclaimers of liability set forth in these terms of use, so such exclusions, limitations or disclaimers may not apply to you.

Payment Policy:

Fees:

Subscription fees for the Member Services are recurring payments (except where identified as otherwise). The term is monthly, as described in the course of the transaction. Your subscription begins upon payment of a first installment of subscription fees. The subscription renews monthly upon the payment of automatically recurring subscription fees. Monthly fees are charged on the same day of the month that the subscription began. (For example, if a monthly subscription began on the 29th, 30th, or 31st day of a month, then membership will renew on the last day of any month that doesn't have that many days.)

Payment:

TIACE accepts payment via the current payment method indicated at time of purchase, which may include credit card, wire transfer, ACH, and any other form of payment that we make available to you from time to time. You agree to abide by any relevant Terms of Service or other legal agreement with TIACE, or another third party, that governs your use of a given payment processing method. Prices for Member Services may change at any time, and TIACE does not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Member Services that you utilize. TIACE will charge your credit card or other form of payment for the price listed on the relevant Member Services offer, along with any additional amounts relating to applicable taxes, bank fees and currency fluctuations. If you purchase any automatically renewing subscriptions, you agree that TIACE will charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and we are unable to charge you on the next billing period, TIACE reserves the right to immediately revoke your access to any Member Services you have ordered until you update your payment method. If you fail to update your payment method within a reasonable amount of time, TIACE may cancel your subscription.

Taxes:

If TIACE is required to collect or pay any taxes in connection with your purchase of Member Services, such taxes will be charged to you at the time of each purchase transaction or other appropriate time as applicable. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of Member Services.

Termination:

These Terms of Use are effective until terminated by either you or us. You may terminate these Terms of Use prospectively at any time by discontinuing your access to and use of the Website and destroying all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. If you terminate these Terms of Use, you shall notify us by sending notice of such termination by certified United States mail, postage pre-paid to:

The International Association of Credit Engineers
936 Greenwood Rd.
Weston, FL 33327

We may terminate these Terms of Use (including your access to and use of the Website) without cause and without notice to you, in our sole discretion. Upon termination, you must cease any access to or use of the Website and destroy all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall survive such termination.