



C.O.D. CAPITAL

INNOVATIVE CHECK-HOLD FINANCING®

Terms and Conditions of Web use

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In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

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- [to the extent that the website is provided free-of-charge, for any direct loss;]
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- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

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Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit C.O.D. Capital liability in respect of any:

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- fraud or fraudulent misrepresentation on the part of C.O.D. Capital or
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Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

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[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect C.O.D. Capital officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as

C.O.D. Capital.

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Indemnity

You hereby indemnify C.O.D. Capital and undertake to keep C.O.D. Capital indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by C.O.D. Capital to a third party in settlement of a claim or dispute on the advice of C.O.D. Capital legal advisers) incurred or suffered by C.O.D. Capital arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

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Without prejudice to C.O.D. Capital] other rights under these terms and conditions, if you breach these terms and conditions in any way, C.O.D. Capital may take such action as C.O.D. Capital deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

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C.O.D. Capital may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

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C.O.D. Capital may transfer, sub-contract or otherwise deal with C.O.D. Capital rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions [, together with your registration ,] constitute the entire agreement between you and C.O.D. Capital in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Texas , and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Texas.

C.O.D. Capital is registered with Geo Trust. You can find the online version of the register at www.codfriendly.com .

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Credit

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