

## **Mastermind Capital Group Inc. Terms & Conditions**

### **1. SCOPE OF ACCESS TO WEBSITE AND RELATED RIGHTS**

Subject to these Terms and Conditions and the Other Terms and Policies, the Company grants you a limited, revocable right to access and use the Website solely for your own use. You agree not to modify, adapt, translate, or reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of this Website. Further, you may not reproduce all or any portion of the Website. This Website and its contents are the intellectual property of and are owned by the Company. The Company reserves the right to suspend or terminate use of this Website or its services by you or other users in its sole discretion.

### **2. USER ACCOUNT**

To access certain functionality, services and information made available through this Website that requires a user account, you will be required to establish a user account, which will be accessible upon input of an authorized e-mail address, a designated password, and other required information that is requested from you at either log in or initial user account registration. For any user accounts of yours, you are responsible for maintaining the security of any user passwords and other account details issued to you for use with the Website, and you are also responsible for the integrity and security of the operating environment from which you access the Website.

### **3. WEBSITE INFORMATION ERRORS**

Although the Company strives at all times to maintain the accuracy of information maintained on this Website, including pricing information and service details, occasionally pricing or other information errors may occur on this Website. In the event that a service that is available through this Website is mistakenly listed at an incorrect rate or other price or with other incorrect information, the Company reserves the right to refuse or cancel any applications or orders placed for any such service listed at the incorrect rate price or based on incorrect information.

### **4. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS; USE OF GPS TECHNOLOGY**

Certain features of the Website may require you to allow e-mails, text messages or other electronics communications to be received by you, and to use these features you must provide a valid e-mail address, mobile phone number or other contact information for another communications device. By registering such information you authorize us to send you electronic communications in accordance with the settings specified with your account. In addition, certain features of the Website may utilize GPS or other location-based technology to confirm a registered user's location for those features that are dependent on location verification, and you authorize the use with the Service of such GPS or other location-based technology. You should be aware that your carrier may charge you applicable text messaging rates for each message sent or received. You represent to us that you are the owner or authorized user of the wireless or other

communications device used to receive or send any text messages or other electronic communications related to your use of the Website.

#### **5. PUBLIC FORUMS AND INAPPROPRIATE USER CONDUCT ON SITE**

We may offer chat rooms, blogs, message boards, bulletin boards, or similar public forums on this Website where you and other users of our Website can communicate. Harassment in any manner or form on the Website, including via email, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Company employee, host, or representative, as well as other members or visitors on the Website is prohibited. You may not upload to, distribute, or otherwise publish through the Website any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the Website or use the Website to solicit others to join or become members of any other commercial online service or other organization.

#### **6. RESPONSIBILITIES AND DISCLAIMERS CONCERNING USER POSTED CONTENT**

We do not assume any responsibility for materials posted to or created by users accessing the Website, and we are not in any manner responsible for the content of such user communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the Website, we are merely acting as a passive conduit for such distribution and are not undertaking any obligation or liability relating to any user-posted contents or activities on the Website. However, the Company reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another, or (d) offensive or otherwise unacceptable to the Company, in its sole discretion.

You are solely responsible for any content posted by you on this Website and the consequences of such posting or publishing of them. In connection with each of your content submissions, you represent and warrant that: (i) you own or have the necessary licenses, rights and consents to use such submissions to enable inclusion and use of such submissions in the manner contemplated by this Website and these Terms and Conditions; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual in such submissions to use the name or likeness of each and every such identifiable individual to enable inclusion and use of such submissions in the manner contemplated by this Website and these Terms and Conditions. In furtherance of the foregoing, you agree that you will not: (a) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant us all of the rights granted herein; (b) publish falsehoods or misrepresentations that could damage us or any third party; (c) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (d) post advertisements or solicitations of business. We reserve the right to remove, edit or not publish any content submitted by any users of this Website without prior notice.

It is our policy (i) to block access to or remove postings or other content that it believes in good faith infringes the copyrights of third parties, and (ii) to remove and discontinue service to repeat infringers. If you believe that content posted on this website infringes your copyright, please send a notice of claimed copyright infringement, please contact us as set forth in Section 17 below to provide us further details so that we address such matter.

## **7. TERMINATION OF WEBSITE USE**

The Company may terminate your access to this Website at any time. In addition, your access rights to use this Website may also be terminated if you fail to comply with these Terms and Conditions. You agree that the Company will not be liable to you or any third party for any termination of your use of this Website, whether as a result of your failure to comply with these Terms and Conditions or otherwise. If your use of our Website is terminated for any reason, the provisions of Sections 7, 8, 9, 12, 13, 15, 16, 18 and 19 shall survive any such termination.

## **8. WEBSITE WARRANTY DISCLAIMERS**

THIS WEBSITE AND ITS CONTENTS IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EXCEPT WHERE SPECIFICALLY AND AFFIRMATIVELY NOTED OTHERWISE ON THIS WEBSITE), WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THIS WEBSITE OR THE USE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE INFORMATION ACCESSIBLE THROUGH THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. WE PROVIDE NO WARRANTIES FOR SERVICES NOT PROVIDED BY US. SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. LIMITATIONS OF LIABILITY**

THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOST PROFITS, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE THROUGH THIS WEBSITE, OR THE PERFORMANCE OR USE OF THIS WEBSITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW CERTAIN LIMITATIONS OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **10. ONLINE PRIVACY POLICY**

We are diligent about protecting your privacy and that of other users of this Website and the use of this Website is subject to our.

## **11. CHILDREN'S PRIVACY AND SITE AGE LIMITATIONS**

This Website is intended for use by persons aged 18 or older, and by your use of this Website you affirm that you are at least 18 years of age. The Company will not knowingly allow registration of an account for any person that the Company believes to be younger than 18. We also do not collect any personally identifiable information from any persons under the age of 18 and if we discover that we have been provided any such information, we will delete this information from our records.

## **12. COPYRIGHT**

The entire contents included in this Website, including but not limited to text, graphics or code is copyrighted under the United States and other copyright laws, and is the property of the Company (or its licensors), with ALL RIGHTS RESERVED. You agree not to change or delete any proprietary notices from materials downloaded or accessed from this Website.

## **13. TRADEMARKS**

All trademarks, service marks and trade names and logos of the Company used in this Website are trademarks or registered trademarks of the Company. Other marks used on this Website that have been posted by the Company are the property of their respective owners and are used on this Website under permission.

## **14. APPLICABILITY OF TERMS AND CHANGES**

These Terms and Conditions are applicable to you upon your accessing the Website and/or completing the registration or ordering process. These Terms and Conditions, or any part of them, may be modified by the Company without notice at any time, for any reason; provided that if we decide to modify these Terms and Conditions, we will note at the top of these Terms and Conditions the date of the last update, which should alert you to changes in these Terms and Conditions since your prior visit to this Website.

## **15. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (i) any violation of these Terms and Conditions, (ii) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your user account, (iii) any content or other materials provided or posted by you, or (iv) the violation by you of the rights (including intellectual property rights) of any third party resulting from your use of the Website.

## **16. THIRD PARTY SITES AND LINKS**

In an attempt to provide increased value to our customers and other Website visitors, our Website may link to, or contain links for, third party websites or promotions offered by third parties, none of which we control or maintain. These may include websites linked to products or promotions referenced on our Website or in advertisements on the Website. We are not responsible for the terms and conditions or privacy practices employed by any third party websites accessible from our Website, and therefore you access them at your own risk. We encourage you to read the privacy

statements of all third party websites before submitting any personally identifiable information while using such other websites. Nonetheless, the Company seeks to protect the integrity of its Website and the links placed upon it and therefore we welcome any feedback on not only this Website, but also for websites that this Website links to (including if a specific link does not work).

## **17. NOTICES**

The Company may at its option deliver notices to you concerning your user account, use of services or other activities on this Website by means of email, a general notice on the Website, or by other reliable method to the address you have provided to the Company.

For notices to be provided to the Company, its mailing address is as follows: 100 mills st. Eunice, LA 70535

## **GOVERNING LAW AND DISPUTE RESOLUTION**

Your use of this Website shall be governed in all respects by the laws of the State of Florida, without regard to such state's choice of law provisions. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises. The language in these Terms and Conditions, the Privacy Policy and other terms and policies provided for elsewhere on this Website shall be construed as to its fair meaning and not strictly for or against any party.

Other than a controversy or claim relating to the validity of our intellectual property rights (as to which we may pursue any available legal or equitable remedies), all users that engage in activity directly or indirectly, on this Website agree that any dispute that arises between them and other users of the Website or executives and/or employees of the Company as to rights or liabilities involving this Website shall be settled by confidential binding arbitration in Jacksonville, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own attorney's fees, expert witness fees, and costs in connection with such arbitration.

You and we submit to the jurisdiction of the courts in the State of Florida with respect to matters arising under these Terms and Conditions, including, without limitation, to compel arbitration in accordance with these Terms and Conditions or to confirm any related arbitration award. You and we agree (i) to accept service of process in accordance with the rules designated by the applicable arbitrator, and (ii) to abide by any decision in any such arbitration and of any court having jurisdiction to enforce such decision.

## **19. MISCELLANEOUS**

The Company's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions. The Company may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

## **20. ACCOUNTS AND REGISTRATION**

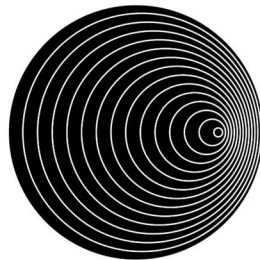
To access some of our services, you must register for an account. When you register you will be required to provide us with some information about yourself. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to create a password.

You are responsible for maintaining the confidentiality of your account and password. Lending Bear is not liable for any harm related to the theft of your access credentials, your disclosure of access credentials, or your decision to allow another person or entity to access and use the Site using your access credentials. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at customer service at [support@mmcapitalgroup.info](mailto:support@mmcapitalgroup.info) or call us at 1-877-388-5288.

Each Customer is only permitted to register for one account. You agree not to register for multiple accounts with Lending Bear unless explicitly authorized you to do so.

#### **21. MOBILE DEVICE USAGE**

Use of our services may be made available through a browser on a mobile device or through an application running on a mobile device. You are responsible for all costs incurred by you with respect to using our service on a mobile device, including data usage fees and other telecommunications fees.



MASTERMIND CAPITAL GROUP INC.