

### Quanta Credit Services, Inc.

**Terms of Use** 

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Welcome to the website (the "**Site**") of Quanta Credit Services, Inc. ("**Quanta**," "**we**," "**us**," or "**our**"). This Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "**Terms**"). Your accessing or use of the Site constitutes your agreement to be bound by all such Terms. Please read these Terms carefully before accessing or using our site and keep a copy of them for your reference. If you do not agree to all the terms of this agreement, you may not access the site or use the service. If these terms are considered an offer, acceptance is expressly limited to these terms.

# Privacy

Your use of the Site is subject to Quanta's <u>Privacy Policy</u>. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

# **Electronic Communications**

Visiting the Site constitutes an electronic communication. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you on the Site satisfies any legal requirement that such communications be in writing. You agree that our site includes communications and notices relating to our services. You cannot opt out of receiving these notices.

# **Children Under Thirteen**

Quanta does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Site only with permission of a parent or guardian. By agreeing to these terms, you represent that you are at least the age of majority in your state or that you have permission of a parent or guardian.

### Links to Third Party Sites

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# **International Users**

The Service is controlled, operated, and administered by Quanta from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Quanta Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

# Indemnification

You agree to indemnify, defend, and hold harmless Quanta, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Quanta reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Quanta in asserting any available defenses.

# **Feedback and Suggestions**

You acknowledge that by nature of this engagement, you may contribute feedback and suggestions for improvement based on your experience (Feedback) to us about our Site and services which may be incorporated to the service and the Site. We do not make a commitment to incorporating to incorporating Feedback received to the Site or our services. When you submit Feedback, you acknowledge and agree that your contributions do not contain any confidential or proprietary information in that feedback and do not retain any rights, title, and ownership to the Feedback.

# Arbitration

In the event the parties are not able to resolve any disputes between them arising out of or concerning these Terms and Conditions or the services, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

# **Liability Disclaimer**

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# **Termination/Access Restriction**

Quanta reserves the right but not an obligation, in its sole discretion, to suspend or terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia and you hereby consent to the exclusive jurisdiction and venue of courts in Virginia in all disputes arising out of or relating to the use of the Site. Users shall comply with all local rules relating to online conduct and shall comply with all applicable export and import laws, statutes, and regulations. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists or shall be created between you and Quanta as a result of this agreement or use of the Site. Quanta's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Quanta's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Quanta with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Quanta with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Quanta with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

# **Changes to Terms**

Quanta reserves the right, in its sole discretion, to change the Terms under which the Site is offered without providing any prior notice to you. The most current version of the Terms will supersede all previous versions. Quanta encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

Quanta welcomes your questions or comments regarding the Terms: Quanta Credit Services, Inc. 313 East Broad St. Suite 301 Richmond, Virginia 23219 Email Address: <u>contact@quantacred.com</u>