

# TERMS OF WEBSITE USE

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## **DISCLAIMER OF WARRANTIES**

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## **APPLICABLE LAW AND JURISDICTION**

This Site is created and controlled by Montana Capital Car Title Loans in the State of California, USA and these Terms shall, for all purposes, be governed by and interpreted in accordance with the

laws of the State of California as those laws are applied to contracts entered into and to be performed entirely in California, as well as to all sales of products, services, and other transactions conducted through this Site, and to any disputes relating thereto without regard to any principles of conflicts of law.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold Montana Capital Car Title Loans harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site and/or your violation of any of these Terms.

## **DISPUTE RESOLUTION**

**Agreement on Dispute Resolution:** In consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Montana Capital Car Title Loans agree that any controversy, claim, or dispute arising out of, relating to, or in regard to the use of this Site, or a breach of any of the Terms (individually and collectively referred to herein as a "Dispute"), shall be resolved solely and exclusively in accordance with the terms of this Dispute Resolution Agreement. You should review this Dispute Resolution Agreement carefully.

**No Lawsuits Except for Small Claims Court Action and No Class Actions:** In the event of a Dispute, except for the limited proceedings identified in and permitted by this Dispute Resolution Agreement, you agree that you will not file or participate in any lawsuit or other proceeding brought against Montana Capital Car Title Loans, whether on an individual basis or as a class action, including any class arbitration or other proceeding brought in a purported representative capacity on behalf of the general public or other persons similarly situated.

**Informal Dispute Resolution Requirements:** You and Montana Capital Car Title Loans agree to attempt to informally resolve any

Dispute in accordance with these Informal Dispute Resolution Requirements. Before you commence an arbitration proceeding (“Arbitration”) against Montana Capital Car Title Loans or exercise your Small Claims Court option as described herein, you agree to try to resolve the Dispute informally by contacting us by email at [service@montanacapital.com](mailto:service@montanacapital.com). We will then communicate with you by telephone or email to try to resolve the Dispute. If the Dispute has not been resolved to your satisfaction within 30 days of the date you first contact us (“the Dispute Resolution Period”), at the expiration of Dispute Resolution Period, you may exercise your Small Claims Court option for a period of 30 days thereafter or commence Arbitration as set forth below. If the dispute has not been resolved to Montana Capital Car Title Loans’s satisfaction by the end of the Dispute Resolution Period and you do not exercise your Small Claims Court option within 30 days thereafter, Montana Capital Car Title Loans may commence arbitration.

### **Your Right to File an Action in Small Claims Court in**

**California:** For all Disputes that fall within the dollar limits of Small Claims Court in in the California county in which you reside, you and Montana Capital Car Title Loans agree you have the right to resolve that Dispute by filing an action against us in Small Claims Court in that county within 30 days of the expiration of the Dispute Resolution Period and pursuing that action to judgment in lieu of participating in Arbitration as described below.

### **Arbitration Requirements and Waiver of Right to Court Action**

**and Jury Trial:** If you and Montana Capital Car Title Loans are unable to resolve the Dispute through the Informal Dispute Resolution Requirements set forth above and the time set forth above for you to file an action in Small Claims Court has expired, the Dispute shall be resolved solely and exclusively through individual (non-class) binding arbitration before one arbitrator. The arbitration shall be commenced and conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules including Supplementary Procedures for Consumer-Related Disputes (“AAA Arbitration Rules”) except in any instance in which the AAA Arbitration Rules conflict with this Dispute Resolution Agreement, in which case this Dispute Resolution Agreement shall control. You and

we further agree that either of us may commence Arbitration, the arbitrator shall be appointed as provided in the AAA Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This clause shall not preclude any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You and Montana Capital Car Title Loans waive any rights to use any other available procedures, including a court action, to resolve any Dispute, and waive any right to a jury trial for any Dispute.

**Discovery; Arbitration Location; Arbitration Fees; Authority of Arbitrator:** Consistent with the expedited nature of arbitration, each party will, within forty-five (45) days of the written request of the other party, provide the other party with copies of documents on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, which determination shall be conclusive. The place of the arbitration shall be in Los Angeles County, CA, unless the parties agree otherwise in writing. The arbitrator shall determine the scope and enforceability of this agreement to arbitrate, including whether a Dispute is subject to arbitration. The arbitrator has the authority to decide all issues of arbitrability, including where a party raises a defense to arbitration. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, but attorney's fees shall not be awarded or considered a cost or expense of the arbitration. The arbitrator shall have no right or authority to award attorney's fees or any exemplary or punitive damages.

**Applicability of Federal Arbitration Act:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and you and Montana Capital Car Title Loans agree that the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16 shall apply to its construction, interpretation, enforceability and enforcement.

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## **SITE ACCESS**

Montana Capital Car Title Loans may assign you a customer extranet username and password to enable you to access and use certain portions of this Site and customer-specific deliverables. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the Terms of this Agreement, and Montana Capital Car Title Loans has no obligation to investigate the authorization or source of any such access or use of the Site.

YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

You are responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify Montana Capital Car Title Loans of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

## **NOTICES OR COMMUNICATIONS**

Notices or communications required or permitted by this Agreement shall be deemed given upon receipt of the emailed version thereof. Notices or communications to Montana Capital Car Title Loans shall be emailed to [service@montanacapital.com](mailto:service@montanacapital.com). Notices or communications to you shall be emailed to the email address you provide to us.



## **TERMINATION**

This Agreement is effective unless and until terminated by Montana Capital Car Title Loans. Montana Capital Car Title Loans may terminate this Agreement at any time and may do so immediately without notice, and may deny you access to the Site if, in its sole discretion, you fail to comply with any Term of this Agreement. Upon any termination of this Agreement by Montana Capital Car Title Loans, you must promptly destroy and cease all use of all copies of all Content and other materials downloaded or otherwise obtained from this Site.