MT CAPITAL LEASE
Terms of Use
Website: mtcapitallease.com
Effective Date: November 5, 2026

1. AGREEMENT TO THESE TERMS

1.1 Binding agreement. These Terms of Use (the "Terms") are a binding legal agreement between you and MT Capital Lease LLC, a California limited liability company ("MT Capital Lease," the "Company," "we," "us," or "our"). They govern your access to and use of the website located at mtcapitallease.com, including every page, subdomain, feature, form, tool, and item of content made available through it (together, the "Website").
1.2 Acceptance. By accessing, browsing, or otherwise using the Website, or by sending us a message through the Website, you acknowledge that you have read and understood these Terms and you agree to be bound by them. If you do not agree to all of these Terms, you are not authorized to use the Website and you must stop using it immediately.
1.3 Agreement box on the contact form. You cannot submit a message through the contact form on the Website unless you check the box stating that you agree to the Terms of Use, including the arbitration agreement and class action waiver in Section 21, and the Privacy Policy. Checking that box and submitting the form is your express agreement to these Terms, including Section 21 (Dispute Resolution). We may keep a record of that agreement, including a reference code and the date and time of your submission.
1.4 Who "you" are. "You" means the individual using the Website and any company, organization, or other person on whose behalf that individual uses the Website. If you use the Website on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms, and both you and the organization are bound by them.
1.5 Company Parties. In these Terms, "Company Parties" means the Company and its current and future parents, subsidiaries, affiliates, divisions, brands, and businesses, together with each of their respective owners, shareholders, directors, officers, employees, contractors, agents, representatives, licensors, service providers, successors, and assigns.
1.6 Consent Tool and Display Options. "Consent Tool" means the cookie consent banner shown on your first visit to the Website and the "Your privacy choices" panel that opens from the "Preferences" button on the banner or from the "Your privacy choices" link at the bottom of each page. "Display Options" means the panel that opens from the "Display options" link at the bottom of each page and lets you change text size, contrast, link underlining, text spacing, motion, and font for the Website in your browser. Section 13 describes both.

2. ELIGIBILITY

2.1 Adults only. The Website is intended for business audiences and for adults. You must be at least 18 years old and legally able to enter into a binding contract to use the Website. The Website is not directed to children, and no one under 18 may use it or send information through it.
2.2 No prohibited users. You may not use the Website if applicable law prohibits you from doing so, or if we have previously suspended or blocked your access.

3. SCOPE OF THESE TERMS; SEPARATE AGREEMENTS

3.1 Website only. These Terms apply only to the Website. They do not govern any lease, financing, equipment, product, or service offered by us or by any business that we own, operate, or manage. Each of those is governed solely by its own terms, policies, and written agreements.
3.2 Separate written agreements control. If you enter into a separate written agreement signed by an authorized representative of the Company (for example, an equipment lease agreement, a master lease agreement, or another financing agreement), that agreement governs its subject

matter and controls if it conflicts with these Terms on that subject matter. These Terms continue to govern your use of the Website.

3.3 No amendment by Website content. Nothing on the Website amends, supplements, waives, or adds to any term of a separate written agreement.

4. CHANGES TO THESE TERMS AND TO THE WEBSITE

4.1 Changes to these Terms. We may revise these Terms at any time, in our sole discretion, by posting an updated version on the Website with a new Effective Date. Revised Terms take effect on the Effective Date shown on them. Your continued use of the Website after revised Terms take effect is your acceptance of them. You are responsible for reviewing these Terms each time you use the Website.

4.2 Pending disputes. A change to Section 21 (Dispute Resolution) will not apply to a Dispute that arose, or of which we received written notice, before the change was posted.

4.3 Changes to the Website. We may change, suspend, restrict, or discontinue all or any part of the Website at any time, without notice and without liability to you. We have no obligation to maintain, update, or correct the Website or any of its content.

4.4 Posted versions. We post the current Terms on the Website as a downloadable PDF and as on-page text. The two are intended to be identical. If they differ, the PDF controls.

5. INFORMATIONAL PURPOSES ONLY; NO PROFESSIONAL ADVICE; NO RELIANCE

5.1 General information only. The Website provides general information about us and about equipment leasing and lease financing. Nothing on the Website is an offer to lease or to sell, an offer or commitment to extend credit or financing, a solicitation, a quotation, or a commitment to provide any product or service. Nothing on the Website is an offer of, or a solicitation for, any investment, security, franchise, business opportunity, or employment.

5.2 No professional advice. Nothing on the Website is legal, tax, accounting, financial, investment, medical, healthcare, regulatory, compliance, human resources, employment, technical, security, or other professional advice. You should consult your own qualified advisors before making any decision. You are solely responsible for your decisions and for the results of acting or not acting on anything found on the Website.

5.3 No services through the Website. The Website does not sell or lease anything, does not accept lease or credit applications, does not accept or process payments, does not offer user accounts or logins, does not provide software downloads, and does not itself provide equipment leasing, financing, or credit services. References to those activities describe our business and the equipment leasing industry in general terms. They are not a representation that any particular lease, product, or service is available to you, is licensed or authorized in your jurisdiction, or is suitable for your needs.

5.4 Leases and financing. No lease is entered into, and no credit or financing is extended, through the Website. Any lease or financing is available only from the appropriate Company Party, under its own written lease or financing agreement signed by an authorized representative, and is subject to application, credit review, underwriting, approval, documentation, and applicable law. Approval is not guaranteed, and we may decline any application for any lawful reason. Rates, payments, terms, and availability described on the Website are illustrative only, may change at any time without notice, and are not a commitment to lease, or to extend credit or financing, on those or any other terms.

5.5 Not a bank or payment processor. No Company Party is a bank, deposit institution, money transmitter, or payment processor by reason of the Website. The Website does not open accounts or hold, move, or settle funds. Nothing on the Website is an offer or commitment to provide banking, payment, or other financial services. Any such service is available only from the appropriate entity, under its own written agreement, and subject to application, underwriting, approval, and applicable law.

5.6 Equipment. No equipment is sold, leased, or delivered through the Website. Descriptions of equipment on the Website, including computers, security camera systems, office furniture, and dental equipment, are general. Equipment leased from a Company Party is manufactured and supplied by others. Any warranty, service, or support for equipment is provided, if at all, by its manufacturer or vendor under that party's own terms, and not by any Company Party unless a written lease agreement signed by its authorized representative says otherwise.

5.7 Comparisons with loans and purchases. Statements on the Website comparing leasing with loans, purchases, or other ways of acquiring equipment, including statements about ease of approval, flexibility of terms, cash flow, and balance sheet management, are general and illustrative. Whether a lease is appropriate for you, and the terms available to you, depend on your circumstances and on credit approval.

5.8 Tax and accounting effects. Statements on the Website about the tax or accounting treatment of leases, including that lease payments may be deductible as business expenses, are general statements and are not tax or accounting advice. The treatment of any lease depends on your circumstances, the structure of the lease, and the law in effect at the time. You should consult your own tax and accounting advisors before entering into a lease.

5.9 Accuracy; no reliance. Descriptions on the Website are general summaries. They may contain errors or omissions, may be out of date, and may change at any time without notice. Any reliance you place on the Website is strictly at your own risk.

5.10 Statements of philosophy and intent. Statements on the Website about how we work, our standards, our goals, our plans, or our expectations for the future are statements of general business philosophy and aspiration. They are not promises, guarantees, warranties, or representations of fact, they do not create any legal obligation, and actual results may differ. We do not guarantee any outcome, result, saving, or improvement.

6. NO RELATIONSHIP CREATED

6.1 No relationship. Using the Website, sending us a message, or receiving a reply from us does not create any lessor-lessee, creditor-debtor, customer, client, advisory, fiduciary, agency, partnership, joint venture, franchise, employment, vendor, or other relationship between you and any Company Party. Such a relationship can arise only under a written agreement signed by an authorized representative of the relevant Company Party.

6.2 No duty to respond or engage. We have no obligation to respond to any message or to respond within any period of time. We may decline any inquiry, application, or prospective lease for any lawful reason or for no reason.

6.3 No binding statements. No statement made on the Website, or in any reply to a message sent through the Website, binds any Company Party unless it is contained in a written agreement signed by an authorized representative of that Company Party.

7. OUR BUSINESSES AND AFFILIATES

7.1 Separate businesses. The Website may refer to businesses affiliated with us and to equipment manufacturers, vendors, and funding sources with which we work. Each of those is a separate business, operated through its own legal entity, with its own customers, terms, licenses, and obligations.

7.2 No guarantee or assumption of liability. Nothing on the Website: (a) is a guarantee by us of the obligations, debts, products, services, or performance of any other entity or business, including any equipment manufacturer, vendor, or funding source; (b) is an assumption by us of the liabilities of any other entity; (c) makes us a party to any contract between another entity and that entity's customers; or (d) alters or disregards the separate legal existence of any entity. Statements that we offer "unbeatable rates" or "the finest equipment," or that describe our service or our process, describe our business philosophy and our commitment to our customers. They are not legal guarantees or undertakings to any person.

7.3 Claims about equipment or another business. Any claim relating to equipment, or to a product or service of an equipment manufacturer, vendor, funding source, or other business, must be brought solely against the entity that provides it, under the terms that govern it, and not under these Terms.

8. LIMITED LICENSE TO USE THE WEBSITE

8.1 License. Subject to your continuing compliance with these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and view the Website on your own device, and to print or download a reasonable number of pages solely for your own lawful, internal, informational reference, provided that you keep all copyright and other proprietary notices intact and do not modify the content.
8.2 Linking. You may link to the home page of the Website, provided that the link is fair and lawful, does not suggest any affiliation with or endorsement or sponsorship by us, does not frame or mirror the Website, and does not appear on any site that is unlawful, misleading, or offensive. We may withdraw this permission at any time.
8.3 Reservation of rights. All rights not expressly granted in these Terms are reserved. This license ends automatically, without notice, if you breach these Terms.

9. PROHIBITED CONDUCT

You agree that you will not do, attempt to do, or help or permit anyone else to do, any of the following:

(a) use the Website for any unlawful, fraudulent, deceptive, harassing, defamatory, or harmful purpose, or in violation of any law, regulation, or third-party right;
(b) copy, reproduce, republish, distribute, display, perform, modify, translate, create derivative works from, sell, license, or otherwise exploit any part of the Website, except as expressly permitted in Section 8;
(c) access, scrape, crawl, harvest, index, or extract any part of the Website by robot, spider, scraper, script, or other automated or bulk means, except that public search engines may crawl the Website, in compliance with our robots instructions, solely to create publicly available search results;
(d) use the Website or any of its content to train, fine-tune, test, ground, or develop any artificial intelligence or machine learning model, system, or dataset;
(e) probe, scan, or test the vulnerability of the Website or its hosting environment; breach or circumvent any security, authentication, rate-limiting, or spam-prevention measure; or access any non-public area, including any administration area;
(f) interfere with, disrupt, overload, or impair the Website or the servers or networks that support it, including by any denial-of-service activity;
(g) transmit any virus, malware, or other malicious or harmful code, file, or link;
(h) send spam, unsolicited advertising or promotional material, bulk or chain messages, or automated submissions through any form on the Website;
(i) impersonate any person or entity, misrepresent your identity or affiliation, or provide false or misleading contact information;
(j) submit content that is unlawful, threatening, abusive, obscene, defamatory, misleading, or infringing, or that violates anyone's privacy, publicity, or confidentiality rights;
(k) frame, mirror, or deep-link to the Website in a way that misleads anyone about its source or about your relationship with us;
(l) use our names, logos, or other marks, including in meta tags, hidden text, advertising keywords, domain names, or social media handles, without our prior written permission;
(m) remove, obscure, or alter any copyright, trademark, or other proprietary notice;
(n) reverse engineer, decompile, or disassemble any software or code used by the Website, except to the limited extent that applicable law prohibits this restriction;

(o) collect or harvest personal information about other people from the Website;
(p) use the Website to build or support a competing product or service, or for benchmarking or competitive analysis;
(q) use the Website in violation of any export control or sanctions law;
(r) circumvent any block, suspension, or other restriction we place on your access;
(s) tamper with, disable, or circumvent the Consent Tool, the consent records it creates, or the anti-spam field on the contact form, other than by making your own choices through the Consent Tool or your browser settings; or
(t) check the agreement box on the contact form on behalf of any person or organization that you are not authorized to bind.

10. INTELLECTUAL PROPERTY

10.1 Ownership. The Website and all of its content, including text, graphics, logos, designs, images, layout, look and feel, software, code, and the selection and arrangement of those items (the "Content"), are owned by us or our licensors and are protected by United States and international copyright, trademark, trade dress, and other laws.
10.2 Trademarks. "MT Capital Lease," the MT Capital Lease logo, and all related names, logos, slogans, and designs are our trademarks, service marks, or trade names. You may not use them without our prior written permission. All other names and marks that appear on the Website belong to their respective owners, and their appearance does not imply any endorsement or affiliation.
10.3 No implied licenses. Except for the limited license in Section 8, nothing in these Terms or on the Website grants you any right, title, license, or interest in the Website, the Content, or any intellectual property of any Company Party, whether by implication, estoppel, or otherwise. Unauthorized use may violate the law and may result in civil and criminal liability.

11. MESSAGES AND SUBMISSIONS

11.1 Do not send sensitive or confidential information. Do not send us, through the Website or by email, any passwords or access credentials, payment card or bank account details, Social Security or other government identification numbers, health or patient information (including protected health information), trade secrets, or any information that you or anyone else considers confidential. The Website and email are not secure channels for that kind of information. Anything of that kind that you choose to send is sent at your sole risk. No business associate, confidentiality, non-disclosure, or data processing agreement arises from your use of the Website.
11.2 Submissions are not confidential. Except for personal information, which we handle as described in our Privacy Policy, anything you send us through the Website or in connection with it (a "Submission") is non-confidential and non-proprietary. We have no duty to keep a Submission confidential, to review it, to use it, to return it, or to pay you for it.
11.3 License to ideas and feedback. You grant us a worldwide, perpetual, irrevocable, royalty-free, fully paid, transferable, and sublicensable right to use, reproduce, modify, adapt, disclose, and otherwise exploit, for any purpose and without attribution or compensation, any ideas, suggestions, proposals, feedback, and other non-personal content contained in a Submission. To the fullest extent permitted by law, you waive any moral rights in that content. You acknowledge that we may independently develop, or receive from others, ideas similar to yours, and you agree that you will have no claim against any Company Party on that basis.
11.4 Your promises about Submissions. You represent and warrant that each Submission is accurate, that you have the right to send it, that it does not violate any law or any right of any person, and that sending it does not breach any duty of confidentiality that you owe to anyone.
11.5 Responding to you. We may use the contact details you provide to respond to and follow up on your inquiry.

11.6 Our discretion. We may ignore, delete, or block any Submission. We may disclose a Submission where we believe disclosure is required by law or is appropriate to protect the rights, property, or safety of any Company Party or of others.
11.7 The contact form. The contact form asks for your name and email address (required), your company and telephone number (optional), the topic of your inquiry, and your message (required). It does not accept attachments. It contains a hidden field that must be left empty; it exists to detect automated submissions, and a submission that fills it may be discarded without notice. A message sent through the form is delivered to us, may be routed to the Company Party best placed to respond, and may be answered by email or telephone using the details you provide. We may keep a record of each submission, including a reference code and the date and time it was sent.

12. ELECTRONIC COMMUNICATIONS

By using the Website or sending us a message electronically, you consent to receive communications from us electronically, including by email or by posting on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that they be in writing. These Terms, formed electronically, including by your checking the agreement box on the contact form, have the same legal effect as a signed paper agreement. We may keep records of your agreement to these Terms, of your Submissions, and of your choices in the Consent Tool, and those records are admissible as described in Section 27.10.

13. PRIVACY; COOKIES AND CONSENT CHOICES

13.1 Privacy Policy. Our Privacy Policy, posted on the Website, describes how we handle information collected through the Website. Please review it. The Privacy Policy is a notice of our practices. To the fullest extent permitted by law, it is not a contract and does not create contractual rights or obligations. Any dispute concerning privacy, cookies, or data in connection with the Website is subject to Sections 17 through 23 of these Terms.
13.2 Consent banner. When you first visit the Website, the Consent Tool shows a banner with three choices: “Reject All,” “Accept All,” and “Preferences.” No optional cookie, script, or embedded third-party content loads unless you allow its category. “Preferences” opens the “Your privacy choices” panel, which lists the categories and providers in use at the time and lets you allow or refuse each optional category and save your choices.
13.3 Categories. The Consent Tool groups cookies and similar technologies into three categories: Strictly necessary, Analytics, and Advertising and marketing. Strictly necessary items are required for the Website to work and stay secure and to store your privacy and display settings; they cannot be switched off. Analytics and Advertising and marketing are optional. A choice you make for a category also covers any provider added to that category later.
13.4 Strictly necessary items. The Website uses a consent preferences cookie, which records the categories you have allowed or refused and is stored in your browser for up to 365 days, and a local-storage entry named ft_display, which holds your Display Options, stays in your browser until you clear it, and is never sent to our server. Both are listed in the Consent Tool.
13.5 Optional cookies and third-party content. The Website may use optional cookies and similar technologies from other companies for analytics, advertising, and embedded content such as video players, maps, and anti-spam services. Any such item is listed in the Consent Tool under its category and is blocked until you allow that category. Blocked embedded content is replaced by a placeholder. Loading it sends data such as your IP address to the company that provides it, and that company may use that data for its own purposes as its privacy policy describes. We do not control those companies.
13.6 Changing your choices. You may review or change your choices at any time under “Your privacy choices” at the bottom of each page. Your choices are saved in the browser you are using and apply from the time you save them. They do not undo data already sent, and they do not carry over to another browser or device. If you clear your cookies, the banner will appear again.

13.7 Global Privacy Control; Do Not Track. The Website honors the Global Privacy Control opt-out preference signal. If your browser sends that signal, the Website treats it as "Reject all" for every optional category. You may override the signal for the Website only by confirming the override in the "Your privacy choices" panel and then allowing the categories you choose. There is no uniform standard for browser "Do Not Track" signals, and the Website does not respond to them.
13.8 Records of consent. When you make a choice in the Consent Tool, we may record that choice, including the categories you allowed or refused and the date and time, so that we can honor it and demonstrate compliance with applicable law.
13.9 Display Options. Your Display Options apply only to the Website, in the browser in which you set them. They are stored only in that browser, as described in Section 13.4, are not sent to us, and can be reset at any time from the Display Options panel or by clearing your browser's site data. They are a convenience and are not a substitute for the assistive technology or browser settings you rely on.
13.10 Browser controls. You may also refuse, block, or delete cookies and local storage through your browser settings. If you block the strictly necessary items described in Section 13.4, the Website cannot remember your consent choices or Display Options, and the banner may appear on every visit.

14. THIRD-PARTY WEBSITES AND SERVICES

14.1 Links. The Website may contain links to websites, content, or services operated by others. Those links are provided for convenience only. We do not control, endorse, or assume any responsibility for any third-party website, content, product, service, or practice. You use them at your own risk and subject to the third party's own terms and policies.
14.2 Service providers. The Website depends on hosting, software, and network services supplied by others. To the fullest extent permitted by law, we are not responsible for the acts, omissions, outages, or failures of those providers.
14.3 Embedded content. Where the Website embeds content supplied by another company, such as a video player or a map, that content is blocked until you allow its category in the Consent Tool, as described in Section 13.5. Once loaded, it is provided by that company under its own terms and policies, and Section 14.1 applies to it.

15. MONITORING, ENFORCEMENT, AND SUSPENSION

15.1 Our rights. We may, but have no obligation to, monitor use of the Website, investigate any suspected violation of these Terms, and take any action we consider appropriate. That includes blocking addresses or devices, refusing or deleting messages, and restricting or ending your access, with or without notice, for any reason or for no reason, and without liability to you.
15.2 Cooperation with authorities. We may report suspected unlawful activity to, and cooperate with, law enforcement, regulators, and courts, and we may disclose information where the law requires or permits.
15.3 Effect of breach. Your right to use the Website ends immediately if you breach these Terms. Every provision of these Terms that by its nature should survive will survive the end of your right to use the Website.

16. SECURITY, YOUR SYSTEMS, AND ACCESSIBILITY

16.1 Security and your systems. We do not guarantee that the Website, or any communication to or from it, is secure or free of viruses or other harmful components. You are solely responsible for your own devices, software, internet access, security protections, and data backup. Any information you transmit to us is transmitted at your own risk.
16.2 Accessibility. We aim to conform to WCAG 2.2 Level AA. Our Accessibility Statement, posted on the Website, describes what we do, the limitations we know about, and how to report a barrier.

The Accessibility Statement and the Display Options describe our goals and practices. To the fullest extent permitted by law, they are not a warranty that the Website is accessible to every person or compatible with every assistive technology, and any response time stated in the Accessibility Statement is a target, not a commitment. If you cannot access any part of the Website, including these Terms, contact us as described in Section 28 and we will try to provide the information another way.

17. DISCLAIMER OF WARRANTIES

17.1 As is. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL CONTENT, INCLUDING THE CONTACT FORM, THE CONSENT TOOL, AND THE DISPLAY OPTIONS, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.
17.2 No specific assurances. WITHOUT LIMITING SECTION 17.1, THE COMPANY PARTIES DO NOT WARRANT THAT: (A) THE WEBSITE OR THE CONTENT IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT; (B) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY DEFECT WILL BE CORRECTED; (D) THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (E) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (F) ANY MESSAGE YOU SEND WILL BE RECEIVED, READ, KEPT SECURE, OR ANSWERED; (G) THE CONSENT TOOL WILL BLOCK EVERY COOKIE OR THIRD-PARTY REQUEST IN EVERY BROWSER, OR THAT YOUR CHOICES WILL BE RETAINED IF YOUR BROWSER CLEARS OR BLOCKS COOKIES OR LOCAL STORAGE; OR (H) THE WEBSITE OR THE DISPLAY OPTIONS WILL BE ACCESSIBLE TO EVERY PERSON OR COMPATIBLE WITH EVERY DEVICE, BROWSER, OR ASSISTIVE TECHNOLOGY.
17.3 No warranty by statement. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ANY COMPANY PARTY OR THROUGH THE WEBSITE CREATES ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THAT COMPANY PARTY.
17.4 Your risk. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

18. LIMITATION OF LIABILITY

18.1 Excluded damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NO COMPANY PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, DATA, OR USE, ANY COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, THESE TERMS, ANY SUBMISSION, THE CONSENT TOOL, THE DISPLAY OPTIONS, ANY COOKIE OR SIMILAR TECHNOLOGY, ANY THIRD-PARTY WEBSITE OR SERVICE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR THE CONDUCT OF ANY THIRD PARTY.
18.2 Cap on liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ALL COMPANY PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US $100).
18.3 Scope of the limits. THE LIMITS IN THIS SECTION 18 APPLY TO EVERY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, AND STATUTE. THEY APPLY EVEN IF A COMPANY PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF THE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS DO NOT ENLARGE THE LIMITS.

18.4 Basis of the bargain. The Website is provided to you free of charge. The disclaimers and limits in Sections 17 and 18 are a fair allocation of risk and an essential basis of these Terms. We would not make the Website available without them.

18.5 Where limits are restricted. Some jurisdictions do not allow certain disclaimers, limits, or releases. In those jurisdictions, the liability of the Company Parties is limited to the greatest extent the law permits. Nothing in Sections 17 through 20 excludes or limits liability for fraud, fraudulent misrepresentation, willful misconduct, or gross negligence, or any other liability that cannot lawfully be excluded or limited.

19. INDEMNIFICATION

19.1 Your indemnity. To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company Parties from and against all claims, demands, actions, investigations, liabilities, damages, judgments, settlements, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, expert fees, and court and arbitration costs) arising out of or relating to: (a) your access to, use of, or misuse of the Website; (b) your breach or alleged breach of these Terms; (c) your Submissions; (d) your violation of any law or of any right of any person; or (e) your negligence, misconduct, or fraud.

19.2 Control of the defense. We may, at our option, assume the exclusive defense and control of any matter subject to indemnification by you, at your expense. You agree to cooperate fully with our defense. You may not settle any such matter without our prior written consent. This Section 19 survives the end of your use of the Website.

20. RELEASE

20.1 Release. To the fullest extent permitted by law, you release and forever discharge the Company Parties from all claims, demands, damages, losses, and liabilities of every kind, known or unknown, arising out of or relating to: (a) any third-party website, content, product, or service; (b) the acts or omissions of any third party, including other users and any hosting, software, or network provider; (c) your reliance on any Content; or (d) any interruption, suspension, or discontinuation of the Website or of your access to it.

20.2 Unknown claims. If you are a California resident, you waive California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." You also waive any similar law of any other jurisdiction.

21. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER

21.1 Covered disputes. "Dispute" means any dispute, claim, or controversy between you and any Company Party arising out of or relating to the Website, the Content, these Terms (including their formation, validity, enforceability, and scope), the Privacy Policy, any Submission, or any communication with us through or about the Website, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether it arose before or after you agreed to these Terms. "Dispute" is to be interpreted as broadly as the law allows.

21.2 Mandatory informal resolution first. Before starting an arbitration or a court proceeding, the party with a Dispute must send the other a written Notice of Dispute. Notices to us must be mailed to the address in Section 28, marked "Attention: Legal." Notices to you will be sent using the contact information you have given us. A Notice of Dispute must include the sender's name and contact information, a description of the facts and the legal basis of the Dispute, and the specific

relief sought, and it must be personally signed by the party sending it. The parties will then negotiate in good faith for 60 days, including by at least one telephone or video conference if we request one. Completing this process is a condition that must be met before any arbitration or court proceeding may begin. Limitation periods and filing deadlines are paused during the 60-day period.

21.3 Agreement to arbitrate. If a Dispute is not resolved within the 60-day period, it will be resolved exclusively by final and binding individual arbitration, and not in court, except as stated in Section 21.9. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of this Section 21 and preempts any contrary state law.

21.4 Rules and forum. The arbitration will be administered by the American Arbitration Association ("AAA") before a single neutral arbitrator. The AAA Consumer Arbitration Rules apply if you are an individual who used the Website for personal, family, or household purposes. The AAA Commercial Arbitration Rules apply in every other case. In each case the rules apply as modified by these Terms. If the AAA is unavailable or unwilling to administer the arbitration, the parties will select another administrator, and if they cannot agree, a court will appoint one under the Federal Arbitration Act. The seat of the arbitration, and the place of any in-person hearing, is Sacramento, California, unless the applicable rules require another location or the parties agree otherwise. Where the rules permit, the arbitration may be conducted by telephone, by video, or on written submissions.

21.5 Authority of the arbitrator. The arbitrator has exclusive authority to resolve any dispute about the interpretation, applicability, enforceability, or formation of this Section 21, including whether a claim is subject to arbitration, except that only a court may decide the enforceability of Sections 21.7 and 21.8. The arbitrator must follow these Terms, including the limits in Section 18, and may award relief only in favor of the individual party seeking it and only to the extent needed to resolve that party's individual claim. Nothing in this Section 21 waives any right to seek public injunctive relief in court to the extent the law does not allow that right to be waived; any such request will be decided by a court after the arbitration of all other claims is complete. The arbitrator will issue a written decision stating the reasons for the award. Judgment on the award may be entered in any court with jurisdiction.

21.6 Fees and costs. Payment of filing, administrative, and arbitrator fees is governed by the applicable AAA rules. Each party bears its own attorneys' fees and costs unless these Terms or applicable law provide otherwise. If the arbitrator finds that a claim or defense was frivolous or was asserted for an improper purpose, the arbitrator may award fees and costs against the responsible party to the extent the law and the AAA rules permit.

21.7 Class action and representative action waiver. YOU AND WE AGREE THAT EACH MAY BRING A DISPUTE AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON AND MAY NOT PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING. If this Section 21.7 is found unenforceable as to a particular claim or request for relief, then that claim or request for relief, and only that claim or request for relief, will be severed and decided in court under Section 22, and it will be stayed until the arbitration of all other claims is complete.

21.8 Coordinated claims. If 25 or more similar arbitration demands are asserted against any Company Party by or with the help of the same law firm or coordinated group, those demands will be administered under the AAA Mass Arbitration Supplementary Rules. The parties will cooperate in good faith so that the demands proceed in staged batches rather than all at once, and filing deadlines for demands awaiting a batch are paused while they wait.

21.9 Exceptions. Despite Section 21.3: (a) either party may bring an individual claim in small claims court, in Sacramento County, California or in the county where you live, if the claim qualifies and remains in that court on an individual basis; and (b) either party may seek injunctive or other equitable relief in court to protect its intellectual property or confidential information, or to stop unauthorized access to, or misuse or abuse of, the Website.

21.10 Jury trial waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, WHETHER IT PROCEEDS IN ARBITRATION OR IN COURT.
21.11 Severability and survival. Except as stated in Section 21.7, if any part of this Section 21 is found unenforceable, the rest of it remains in effect. This Section 21 survives the end of your use of the Website.

22. GOVERNING LAW AND VENUE

22.1 Governing law. The laws of the State of California, without regard to its conflict of laws rules, govern these Terms and every Dispute, except that the Federal Arbitration Act governs Section 21. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
22.2 Exclusive venue. Any Dispute that is not subject to arbitration, and any court proceeding these Terms permit, must be brought exclusively in the state courts located in Sacramento County, California or in the United States District Court for the Eastern District of California. You irrevocably consent to the personal jurisdiction of, and venue in, those courts, and you waive any objection to them, including any objection based on inconvenient forum.
22.3 Non-waivable rights. Nothing in these Terms deprives you of any mandatory legal protection of the place where you live that cannot be waived by contract.

23. TIME LIMIT TO BRING CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE MUST BE COMMENCED, BY SENDING A NOTICE OF DISPUTE UNDER SECTION 21.2, WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES. A DISPUTE THAT IS NOT COMMENCED WITHIN THAT PERIOD IS PERMANENTLY BARRED. This time limit does not apply to claims for indemnification under Section 19 or to claims for infringement or misuse of intellectual property or for unauthorized access to, or misuse of, the Website.

24. COPYRIGHT COMPLAINTS

If you believe that material on the Website infringes a copyright that you own or control, send a written notice to the mailing address in Section 28, marked “Attention: Copyright,” or by email to info@mtcapitallease.com. Your notice must include: (a) your physical or electronic signature; (b) identification of the copyrighted work; (c) identification of the material you claim is infringing and where it appears on the Website; (d) your name, mailing address, telephone number, and email address; (e) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act for the owner. We may remove material and take any other action we consider appropriate. A person who knowingly makes a false claim of infringement may be liable for damages.

25. USE OUTSIDE THE UNITED STATES; EXPORT AND SANCTIONS

25.1 United States website. The Website is operated from the United States and is intended for users located in the United States. We make no representation that the Website is appropriate, lawful, or available elsewhere. If you access the Website from outside the United States, you do so on your own initiative, you are responsible for complying with your local laws, and you understand that information you send will be received and handled in the United States.
25.2 Export controls and sanctions. You represent that you are not located in a country or territory that is subject to a United States government embargo and that you are not on any United States government list of prohibited or restricted parties. You agree to comply with all applicable export control and sanctions laws.

26. NOTICE TO CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users are entitled to the following notice. The Website is provided by MT Capital Lease LLC, 400 Plaza Dr #120-215, Folsom, CA 95630, telephone 916-209-8461, email info@mtcapitallease.com. No charges are imposed for use of the Website. To resolve a complaint about the Website or to receive further information about its use, contact us at that address, telephone number, or email. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

27. GENERAL PROVISIONS

27.1 Entire agreement. These Terms are the entire agreement between you and us regarding the Website. They supersede all prior and contemporaneous communications, understandings, and agreements regarding the Website. You confirm that you have not relied on any statement that is not set out in these Terms.
27.2 Severability. If any provision of these Terms is found unenforceable, it will be enforced to the greatest extent the law permits, or modified only as far as needed to make it enforceable, and the rest of these Terms will remain in full effect.
27.3 No waiver. Our failure or delay in enforcing any provision of these Terms is not a waiver of it. A waiver is effective only if it is in writing and signed by our authorized representative.
27.4 Assignment. You may not assign or transfer these Terms or any of your rights or obligations under them. We may assign or transfer these Terms freely, including in connection with a merger, acquisition, reorganization, or sale of assets. These Terms bind and benefit the parties' permitted successors and assigns.
27.5 Third-party beneficiaries. Each Company Party is an intended third-party beneficiary of these Terms and may enforce them directly. Otherwise, these Terms do not give rights to anyone who is not a party to them.
27.6 Equitable relief and enforcement costs. You agree that a breach of Section 9, 10, or 11 may cause us irreparable harm for which money damages would not be an adequate remedy, and that we may seek injunctive or other equitable relief without posting a bond or proving actual damages. Our remedies are cumulative. To the fullest extent permitted by law, if we take action to enforce these Terms because of your breach, we are entitled to recover our reasonable attorneys' fees, costs, and expenses in addition to any other relief.
27.7 Force majeure. We are not responsible for any failure or delay caused by events beyond our reasonable control, including natural disasters, acts of government, war, terrorism, labor disputes, cyberattacks, and failures of internet, hosting, power, or telecommunications services.
27.8 Interpretation. Headings are for convenience only and do not affect meaning. "Including" means "including without limitation." These Terms are not to be construed against the party that drafted them. The English-language version of these Terms controls over any translation.
27.9 Notices. We may give you notice by posting it on the Website or by sending it to any email address you have given us. Legal notices to us must be in writing and delivered to the mailing address in Section 28, and they are effective when we receive them. Except where these Terms expressly allow email, email alone is not valid notice to us. A message sent through the contact form is not valid legal notice to us.
27.10 Records. A printed version of these Terms, and of any notice given in electronic form, is admissible in any judicial, arbitral, or administrative proceeding to the same extent as other business records originally kept in printed form.

28. CONTACT US

Questions about these Terms may be sent to us by email or by mail:
MT Capital Lease

400 Plaza Dr #120-215
Folsom, CA 95630
Email: info@mtcapitallease.com