

Terms and Conditions

Agreement between user and www.MPH2Funding.com

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www.MPH2Funding.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.MPH2Funding.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.MPH2Funding.com is a E-commerce Site to market our secondary auto finance company to auto dealers and to provide information and a payment portal to our customers.

Privacy

Your use of www.MPH2Funding.com is subject to MPH2 Funding's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.MPH2Funding.com or sending emails to MPH2 Funding constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that MPH2 Funding is not responsible for third party access to your account that results from theft or misappropriation of your account. MPH2 Funding and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

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Third Party Accounts

You will be able to connect your MPH2 Funding account to third party accounts. By connecting your MPH2 Funding account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by MPH2 Funding 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 MPH2 Funding Content accessed through www.MPH2Funding.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless MPH2 Funding, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, 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. MPH2 Funding 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 MPH2 Funding in asserting any available defenses.

Liability disclaimer

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THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

MPH2 Funding reserves the right, in its sole discretion, to 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 State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Site. 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 between you and MPH2 Funding as a result of this agreement or use of the Site. MPH2 Funding's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MPH2 Funding'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 MPH2 Funding 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 MPH2 Funding with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MPH2 Funding 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

MPH2 Funding reserves the right, in its sole discretion, to change the Terms under which www.MPH2Funding.com is offered. The most current version of the Terms will supersede all previous versions. MPH2 Funding encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

MPH2 Funding welcomes your questions or comments regarding the Terms:

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Effective as of January 01, 2014