

# NFS Leasing, Inc.

## Website Terms of Use

Revised: April 16th 2022

Welcome to NFS Leasing, Inc.! NFS Leasing, Inc. (“**NFS Leasing**”) provides fast and flexible equipment finance solutions supporting businesses and organizations. NFS Leasing owns the website, and any mobile apps, located at <https://nfsleasing.com>, and all included content (collectively, the “**Site**”) and provides the Site for your information. The following terms and conditions, together with our Privacy Policy at <https://nfsleasing.com/privacy-policy> (collectively, “**Terms of Use**”), govern your access to and use of our Site.

**By using the Site, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

This Site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions.

If you apply to access and use our products and services, our negotiated and signed agreement will apply.

**1. Intellectual Property Rights.** The Site and its entire contents, features, and functionality (including but not limited to any and all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by NFS Leasing, or its licensors, and may be protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not:

- Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site; or
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site.

Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

**2. Trademarks.** The NFS Leasing trade name, any trademarks, logos and all related names, product and service names, designs, and slogans may be trademarks of NFS Leasing or its affiliates or licensors. You must not use such marks without the prior written permission of NFS Leasing.

**3. Prohibited Uses.** You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international laws or regulations.

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate NFS Leasing, a NFS Leasing employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm NFS Leasing or users of the Site, or expose them to liability.
- To disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the content on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

**4. User Contributions.** We allow users to contact us through the Site. Any information you provide through the Site (including your contact information) will be considered non-confidential and non-proprietary, which we may use to contact you and respond to your request. You may also submit emails to us, which may include your "story," your review of our services, or other content (each, a "**User Contribution**" and collectively, "**User Contributions**").

You represent and warrant that:

- You own or control all rights in and to any User Contributions that you provide.
- Any User Contributions you provide do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not NFS Leasing, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contribution posted by you or any other user of the Site.

**5. Content Standards.** These content standards (“**Content Standards**”) apply to any and all User Contributions, the use of this Site and any interactive services in connection with this Site. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, all User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**6. Digital Millennium Copyright Act.** NFS Leasing respects the intellectual property rights of others. NFS Leasing will respond to notices of copyright infringement consistent with the Digital Millennium Copyright Act (the “**DMCA**”) and our response to such notices may include removing or disabling access to any allegedly infringing content. If you believe that content residing or accessible on the Site infringes a copyright, You may submit written claims of copyright infringement to our copyright agent at:

NFS Leasing, Inc.  
Attn: Copyright Agent  
900 Cummings Center, Suite 226-U  
Beverly, MA 01915  
Email: [info@nfsleasing.com](mailto:info@nfsleasing.com)

Written claims concerning copyright infringement must include the following information: a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed upon; a description of where the material that you claim is infringing is located on the Site; your address, telephone number, and e-mail address; a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and, a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**7. Reliance on Information Posted.** The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. This Site may include content provided by third parties. All statements and/or opinions expressed in such materials, and all articles and responses to questions and other content, other than the content provided by NFS Leasing, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of NFS Leasing. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**8. Information About You and Your Visits to the Site.** All information we collect on this Site is subject to our [Privacy Policy](#). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

**9. Linking to the Site and Social Media Features.** You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. Notwithstanding the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw

linking permission without notice and to demand the immediate removal of any linking to the Site. We may disable all or any social media features and any links at any time without notice in our discretion.

**10. Links from the Site.** The Site may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by NFS Leasing. NFS Leasing does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Site, you do so at your own risk, and you understand that these Terms of Use and NFS Leasing's [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve NFS Leasing from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that NFS Leasing shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

**11. Geographic Restrictions.** We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**12. How to Contact Us.** This website is operated by NFS Leasing, Inc. of 900 Cummings Center, Suite 226-U, Beverly, MA 01915. All feedback, comments, and other communications relating to the Site should be directed to: [info@nfsleasing.com](mailto:info@nfsleasing.com)