

## **TERMS AND CONDITIONS**

Welcome! These Terms and Conditions govern your access and use of our website, [kalispell.peakloans.net](https://kalispell.peakloans.net) (“Website”). The words “you” and “your” refer to the person using or browsing this Website. The words “we”, “our” and “us” refer to **Peak Financial of Kalispell, Inc.** and its affiliates.

The Website is owned by us. It is made available to you and to our customers as a convenience, and is intended for your use in learning about and accessing our products and services. By using our Website, you agree that you have read, understood and accepted these Terms and Conditions. If you do not agree to these Terms and Conditions, you should immediately exit the Website.

### **Privacy Policy**

Before you continue using our Website we advise you to read our privacy policy <https://kalispell.peakloans.net/vpdf/jr45PR.pdf> regarding our user data collection. It will help you better understand our practices.

### **SMS Disclosure**

Please note that, subject opt end-user opt-in, Peak Financial of Kalispell, Inc. will periodically send SMS notifications regarding account status and marketing. Message frequency may vary. Message and data rates may apply. Text STOP to opt out.

### **Our Products and Services**

We offer many different loan products and ancillary services described on this Website. We are frequently updating and revising our offerings, so we cannot guarantee the accuracy and currency of all information on our Website. Please refer to the Website from time-to-time for the most recent version of our offerings, and always feel free to contact us using the contact information listed below. Nothing on our Website constitutes a specific offer to you to enter into any transaction or relationship. That will only occur if and when you apply for a loan or other service from us, and we contractually agree to provide such to you.

### **Other Important Information, Limitations and Exclusions**

You agree to use our Website at your own risk only for lawful purposes, and you covenant and agree to not use our Website for any use that is unlawful or otherwise prohibited by these Terms and Conditions.

We are not and will not be providing financial or tax advice to you by publishing this Website. We encourage you to obtain financial and/or tax advice from your own trusted advisors.

We retain ownership of all of our intellectual property such as but not limited to service marks, trademarks, digital downloads and documents on this Website. We do, however, give you the right

and encourage you to browse and use this Website and to print unaltered versions of disclosures and documents for your own personal, non-commercial use.

The information on this Website is provided “AS IS” and without warranty, express or implied, including without limitation, the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. We cannot warrant that our Website will be free of viruses, “trojan horses” or other harmful components. So, by browsing or otherwise using our Website, you assume all risks associated with your use.

Our Website may include links to websites and services of third-party companies. We may have established relationships with some of those third-party companies, but we may not with others. We are not responsible for the content and links on such third-party companies’ websites, and our terms and policies, including those related to confidentiality, privacy and security, do not apply to such third-party companies’ websites. Accordingly, we make no representation, warranty or endorsement of any third-party company’s website, and we expressly disclaim liability for any damages, costs, losses, and expenses caused by any such website or by any content, links, bugs, viruses, or other materials contained or embedded in any such website.

We may use “cookie” technology in connection with our Website. This is done to make the use of this Website simpler for you and us. You may not want such “cookies” placed on your access device. If not, you should set your device to block cookies.

In the use of our Website, you may disclose non-public personal information. However, in merely browsing our Website anonymously, you will not be disclosing any non-public personal information. But, once you share such information with us through this Website, our Privacy Policy, that appears on this Website becomes effective. We will make every effort to protect the privacy and confidentiality of such information in accordance with our Privacy Policy. In sharing such information with us, you enable us to prepare to offer certain products and services to you. We will take reasonable efforts to safeguard information that you provide to us through our Website. However, transferring information via the internet has certain inherent risks that you assume in proceeding to share the information. If you do not want to assume such risk, DO NOT share such information with us through our Website.

In no event will we be liable to you for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, in connection with your use of our Website; provided, however, if the foregoing limitation of damages is unenforceable or not allowed in any jurisdiction, then in such jurisdiction, our liability is limited to the greatest extent permitted under applicable laws. If you have any claim against us related to use of this Website, to the fullest extent permitted by law, you agree by this use, that such claim is to be arbitrated pursuant to the rules of the American Arbitration Association. **ARBITRATION OF SUCH CLAIM IS MANDATORY AND BINDING AND INCLUDES THE WAIVER OF TRIAL BY JURY.**

By your use of our Website, you agree that the law of the State of Montana shall apply to these Terms and Conditions.

Additionally, you must review all other Legal, Disclosure and Privacy information, which is incorporated herein by reference.

From time to time, we may make changes to these Terms and Conditions or the other information on our Website, and your use of our Website is subject to any such changes. You are encouraged to review these Terms and Conditions and the other Legal, Disclosure and Privacy frequently.

If any provision within our Terms and Conditions is found to be invalid, unenforceable or in contravention of law, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.

Please refer to our website for contact information.

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