

Terms of Use

MTCU owns and operates the website located at www.mtcu.org (the "Site"). MTCU provides and maintains this site for your information, conditioned on your acceptance, without modification, of the terms, conditions and notices contained in these Terms of Use. By accessing and using the Site, you accept and agree, without limitation, to the following:

LOAN REQUEST ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify any acceptance of your loan request, nor does it constitute confirmation of any offer to fund. MTCU reserves the right at any time after receipt of your loan request to accept or decline your loan request. MTCU may require additional verifications or information before accepting any loan request. MTCU is not responsible for requests that cannot be funded or unsuccessful funding requests arising from an individual's ineligibility to qualify for the funding opportunity.

CREDIT CHECK - FCRA COMPLIANCE

By submitting your information to MTCU you are providing your express written consent under the Fair Credit Reporting Act for MTCU to obtain your consumer credit profile or other information from contracted Credit Bureau's associated with your inquiry. Please note that credit inquiries will likely impact your credit score.

INCOME VERIFICATION

Requesting a loan through MTCU will require you to submit to MTCU information about your personal income. This information will be used to provide you with the proper loan. MTCU may require that you be able to verify your income before MTCU can offer you a loan. By submitting your income information to MTCU you promise that it is completely accurate information. MTCU may need to verify your stated income by requesting proof of income, such as copies of pay stubs or bank statements. You further agree that such a proof of income may be a necessary step in receiving a personal loan. You are not required to disclose alimony, child support or separate maintenance income on mtcu.org.

E-CONSENT

By using the services available through the Site, you consent to receive electronically all disclosures, notices or other records that we are required by law to disclose to you in writing regarding your loan request or the making of your loan (e.g., written disclosures required under the Truth in Lending Act and the Equal Credit Opportunity Act) (the "Disclosures"). Each time you submit a loan request through mtcu.org, you consent to the receipt of electronic Disclosures with respect to that specific loan request and the resulting loan, if any. Your consent does not apply to any future transactions between us. You are responsible for reading and understanding the terms of these additional consent agreements.

[Click here](#) to sign our E*Sign Agreement

RESTRICTIONS

You must be 18 years or older and be a legal resident of the United States to submit a loan request. You agree not to use this Site or any content contained in it for any illegal or inappropriate activities.

COMPLIANCE WITH LAWS

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and your purchase of products or services through the Site's third party affiliates. MTCU may, in its sole discretion, report actual or perceived violations of law to law enforcement or appropriate authorities. If MTCU becomes aware, through a complaint or otherwise, of any potential or suspected violation of these Terms of Use or of its privacy policy ("Privacy Policy"), MTCU may (but is not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation MTCU may suspend services to any member being investigated and/or remove any material from mtcu.org's servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of the Terms of Use or the Privacy Policy could be subject to criminal or civil penalties.

INTELLECTUAL PROPERTY

The trademarks, titles, characters, trade names, graphics, designs and other properties, including all software, text and images appearing on this site are protected intellectual properties owned by MTCU, its licensees, or other third parties who have authorized use of such properties on the Site.

MTCU grants you permission to view and make copies of documents, pages, images or other materials or content on this site for the purposes of obtaining a loan. MTCU reserves all other rights in this Site and its contents. You may not distribute, display, transmit or disseminate any such documents, pages, images, materials or content without the prior written consent of MTCU. Except as expressly provided on this Site, nothing contained on this Site shall be construed as conferring any right or license under any trademark, copyright or other intellectual property right.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

MTCU uses reasonable efforts to ensure that the information on this site is accurate, but cannot guarantee such accuracy. MTCU makes no representations regarding the use or results of any content on the Site as to its accuracy, reliability or any other matter.

NEITHER MTCU NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THIS SITE. EVERYTHING ON THIS SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. These exclusions and limitations are applied to the fullest extent permitted by law.

THIRD PARTY CONTENT

The Site may contain links to sites maintained by third parties. MTCU is not responsible for the content or privacy policies of those sites, and the existence of such links should not be considered an endorsement or recommendation of those sites or of any product or service offered on those sites or of any party that is associated with those sites.

PRIVACY

MTCU's Privacy Policy, which is incorporated herein by reference, is applicable to any data supplied through the Site in accordance with the Privacy Policy. The Privacy Policy sets out your rights and MTCU's responsibilities with regard to your personal information. MTCU will not use your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy. You agree that MTCU, in its sole discretion, may modify the Privacy Policy, and you further agree that, by using the Site after such modifications become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you will terminate use of the Site.

For a copy of our Privacy Policy, please [click here](#).

For a copy of our Complaint Notice, please [click here](#).

SECURITY

MTCU utilizes secure technology to protect your personal information. Although MTCU has taken reasonable measures to provide for the security of certain information that you submit to the Site, MTCU cannot guarantee that this information will not be intercepted or decrypted by others. MTCU accepts no responsibility for such interception or decryption.

LAW AND VENUE

By your use of this website you consent to the laws and jurisdiction of the state of Texas as it relates directly or indirectly to your use of this website. You agree that any legal action brought against us shall be governed by the laws of the state of Texas, without regard to conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of or orders made on the Site shall be the state of Texas. The terms described in these Terms of Use will be governed by and construed in accordance with the laws of the state of Texas, without regard to conflict of law provisions. Neither your use of our website nor anything herein shall be construed or deemed a waiver, impliedly or otherwise, of sovereign immunity.

MODIFICATION

MTCU reserves the right to modify these Terms of Use from time to time. Your use of the Site after such a modification will constitute your acceptance of, and your agreement to, any new or amended terms and conditions.

INDEMNIFICATION

By using the Site, you agree to indemnify and hold MTCU, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand,

including reasonable attorneys' fees, made by any third party due to or arising out of your use or attempted use of the Site, including providing a link to another site or uploading any content to the Site.

VIOLATION OF THE TERMS OF USE

By using the Site, you understand and agree that MTCU, at its sole discretion and without prior notice, may terminate your access to the Site and to any services offered on the Site, and may remove any content you have provided if MTCU believes that such content violates or is inconsistent with these Terms of Use or the Privacy Policy or their intent, that your conduct is disruptive, or you have violated the law or the rights of MTCU or another user.

MISCELLANEOUS

All rights not expressly granted are reserved to MTCU. The headings used in these Terms of Use are intended for convenience only, and shall not affect the construction and interpretation hereof or thereof. A party's failure to insist upon or enforce strict performance of any provision of the Terms of Use shall not be construed as a waiver of such or any future provision or right. If any provision of these Terms of Use is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of these Terms of Use, which shall remain in full force and effect. These Terms of Use and the Privacy Policy constitute the entire agreement and understanding between the parties with respect to the subject matter contained herein and therein and supersedes and replaces any and all prior written or oral agreements related to the subject matter hereof.

CONTACT INFORMATION:

MTCU

PO Box 4309, Midland, TX 79708

info@mtcu.org

432-688-7327

MTCU understands the importance of protecting consumers' personal information and the proper use of their personal information. It is Our policy to not send unsolicited e-mails to consumers and we hope the following information will eliminate any concerns that Your company may have regarding Our practices of consumers' personal information.

MTCU and its affiliated sites use a written opt-in or opt-out method of obtaining member information. All personal information from members is obtained voluntarily from the member. We obtain personal information from third parties that follow the same set of policies.

All e-mail communications sent by us to members include information about the origin of the e-mail and include easily identifiable instructions on how consumers can unsubscribe from receiving future e-mail messages from us. Below is an example of e-mail communications sent by us to subscribers.

This e-mail is not sent unsolicited. This is a MTCU emailing. Offers are sent to subscribers ONLY.

To be removed from Our list, click [here](#).

View Our Privacy Policy. ISPs view Our policies.

We hope this information satisfies any questions or concerns you may have as an ISP regarding our e-mail practices. If you have additional questions or wish to discuss the matter further, please contact us at info@mtcu.org.