



**SAFRA NATIONAL BANK OF NEW YORK
D/B/A ACCESS LOANS**

TERMS OF USE

(Last updated: August 10, 2021)

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY.

BY ACCESSING OUR WEBSITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE OR SERVICES AND MUST DISCONTINUE YOUR USE OF THE WEBSITE AND SERVICES.

Welcome to www.accessloans.com, including any linked websites and mobile applications (the “Site”). The Site is owned and operated by Safra National Bank of New York d/b/a Access Loans (“Access Loans,” “Company,” “the Bank”, “we,” “our,” or “us”). These Terms govern your use of the Site and any of the products and services made available through the Site (“Services). By accessing, browsing, or using the Site you acknowledge that you understand, accept and agree to these Terms. Do not access or use the Site or the Services if you are unwilling or unable to be bound by the Terms. By using the Site or using or applying for a Service, you are agreeing to these Terms and the terms of our [Privacy Policy](#). These Terms constitute a legal agreement between you Safra National Bank of New York and ACCESS LOANS governing your use of the Site and Services, unless superseded by the terms and conditions of any contract we enter into with you for Services. As used herein, “Users” is defined to mean anyone who accesses and/or uses the Site.

Changes to the Terms of Use

We may, from time to time, make modifications, changes or additions to these Terms. You agree that your continued use of the Site or Services following the posting of such changes is your acceptance of such changes. Therefore, you should visit this page periodically to review any changes to the Terms.

Eligibility

The Site and the Services are not available to persons under the age of 18 (but note that the minimum age requirement may be higher in some states) or to persons who are not legal residents of the United States. By using the Site, applying for or using any of the Services, you represent and warrant that you are at least 18 years of age or that you are at least the minimum age that is required in your state and are a legal resident of the United States. Please note that not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by Safra National Bank of New York d/b/a ACCESS LOANS, its affiliates, and/or its partner lenders.

User Accounts

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (“Registration

Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to ACCESS LOANS, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You agree to notify us immediately of any unauthorized use of your online account. We reserve the right to close your online account at any time for any or no reason. You will use your online account for your personal, non-commercial use only. You may not impersonate someone else, create an online account for anyone other than yourself, provide an email address other than your own, or create multiple online accounts.

Restrictions on Your Use of the Site and Services

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, patent, trade secret, moral right, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Services or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Services or the Site or for any other purpose. You further agree that you may not use the Site or the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site.

In addition, you agree not to use the Site or the Services for any of the following:

- to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another User’s use of the Site or the Services;
- to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- for promotional or commercial purposes, except as expressly allowed in writing by Safra National Bank of New York d/b/a ACCESS LOANS;
- for keyword spamming or to otherwise attempt to manipulate natural search results;
- to promote any form of bigotry or discrimination against any person, especially a person in any of the protected classes;
- to submit or transmit pornography or illegal content;
- to solicit personal information from minors or to harm or threaten to cause harm to minors; and
- in violation of the Terms or any applicable law.

You also agree that you will NOT perform any of the following acts in relation to your use of the Site or the Services:

- modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content

(other than your Content), except as expressly authorized by Safra National Bank of New York d/b/a ACCESS LOANS in writing;

- record, process, or mine information about other Users;
- reverse engineer any portion of the Site or the Services;
- remove or modify any copyright, trademark or other proprietary rights notice on the Site or on any materials printed or copied from the Site;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content;
- access, retrieve or index the Site for purposes of constructing or populating a searchable database of business reviews;
- reformat or frame any portion of the Site;
- take any action that imposes, or may impose in Safra National Bank of New York d/b/a ACCESS LOANS' sole discretion, an unreasonable or disproportionately large load on Safra National Bank of New York d/b/a ACCESS LOANS' technology infrastructure;
- attempt to gain unauthorized access to the Site, User accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- use the Site to violate the security of any computer network, crack passwords or security encryption codes;
- use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity; or
- except as expressly requested by Safra National Bank of New York d/b/a ACCESS LOANS, upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior, written notice to us here customer.service@AccessLoans.com, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

Intellectual Property and Proprietary Rights

All content on the Site, including but not limited to designs, text, graphics, pictures, logos, video, information, product terms and descriptions, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Safra National Bank of New York d/b/a ACCESS LOANS with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Safra National Bank of New York d/b/a ACCESS LOANS' prior, written permission, except as provided in the following sentence and except that the foregoing does not apply to Your Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your personal use, provided that you keep all copyright or other proprietary notices intact. Except for Your Content (as defined below), you may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Safra National Bank of New York d/b/a ACCESS LOANS, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

Information We Collect and Use

Please see our Privacy Notice for an explanation of how we collect, share and protect your personal information. Safra National Bank of New York d/b/a ACCESS LOANS' Privacy Notice applies to our use of your personal information, and its terms are expressly incorporated by reference.

Site Security

You acknowledge that use of a username and a password is an adequate form of security. You acknowledge and agree that Internet transmissions are never completely private or secure and that any message or information you send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions.

We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our Site are not encrypted.

Consent to be Contacted

By providing your contact information to us, you are expressly authorizing and consenting for us or our agents to contact you by telephone, email or postal mail, even if you have opted into the national “Do Not Call List” administered by the Federal Trade Commission, any state equivalent “Do Not Call List” or the “Do Not Call List” of any specific institution.

You agree that we may contact you related to your application and to service your loan, to remind you of upcoming payments, or for collections and other loan-related issues.

By submitting your contact information, registering for an account, applying for a Service or beginning an application for a Service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access, and, in connection with any such telephone calls, you consent to the use prerecorded or artificial voice messages and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your loan or application, such as reminding you of upcoming payments, collections, and other loan-related issues. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location and contact information for you. You hereby further consent that we may utilize a third-party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms.

Other Promotions

From time to time, ACCESS LOANS may conduct promotions on or through the Site. Each Promotion may have additional terms and/or rules of participation (“Promotion Rules”), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in which you participate will be deemed incorporated into and form a part of these Terms for the Promotions. It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements.

Digital Millennium Copyright Act Notice / Claims of Copyright Infringement & Related Issues (17 U.S.C. § 512)

We respect the intellectual property rights of others. If you believe work has been reproduced in a way that constitutes copyright infringement, you may notify our agent by providing the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;

- Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge, we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims. If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following:

- A physical or electronic signature of the poster;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant.

Notices of the foregoing copyright issues should be sent as follows:

By Mail: Safra National Bank of New York d/b/a ACCESS LOANS LLC,
21500 Biscayne Boulevard, Suite 503, Aventura, FL 33180

By E-Mail: terms@AccessLoans.com

By Toll-Free Telephone: 1-800-316-8507

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. This information should not be construed as legal advice. For further information about the DMCA, please visit the website of the United States Copyright Office at <http://www.copyright.gov/onlinesp>.

Disclaimer of Warranty

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED "AS IS," AND "AS AVAILABLE" WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT,

TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, NEITHER SAFRA NATIONAL BANK OF NEW YORK d/b/a ACCESS LOANS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS THEREOF, SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS SITE, THE SERVICES OR CONTENT, OR YOUR INABILITY TO ACCESS OR USE ANY OF THE FOREGOING, OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR FAILURE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SITE, THE SERVICES, SUBMISSIONS OR THE CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST 12 MONTHS WITH RESPECT TO THE INCIDENT GIVING RISE THE CAUSE OF ACTION. The foregoing limitation applies to the extent permitted by law in the applicable jurisdiction.

Indemnification

You agree to defend, indemnify and hold Safra National Bank of New York d/b/a ACCESS LOANS and its affiliates and its and their directors, officers, employees, agents, contractors, successors or assigns thereof harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of your breach of these Terms or violation of applicable law, any of your Submissions, your use of or access to the Site, or access by anyone accessing the Site using your account. We reserve the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such action or claim.

Additional Terms

Certain features or Services available through the Site may be subject to additional terms, which will be presented to you at that time. In the event of a conflict between these Terms and such additional terms, the additional terms will govern solely with respect to such features and Services. Such additional terms are expressly incorporated into and made part of these Terms.

Law and Venue

This Site is located in the State of Florida. These Terms and the relationship between you, Safra National Bank of New York and ACCESS LOANS shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions.

Arbitration

THIS ARBITRATION SECTION DOES NOT APPLY IF (1) YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH A MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT AND (2) OUR DISPUTE INVOLVES THE EXTENSION OF CONSUMER CREDIT

Certain portions of this Section are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Safra National Bank of New York d/b/a ACCESS LOANS agree that each of the parties intends that this Section satisfies the “writing” requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement. By accessing and using the Site, you are agreeing to this Jury Trial Waiver and Arbitration Clause (“Arbitration Agreement”), specially including the following terms:

Background and Scope

What is arbitration?	An alternative to court	In arbitration, a third party (“Arbiter”) solves Disputes in a hearing (“hearing”). You, we, and any related third parties agree to waive the right to go to court. Such “parties” waive their right to a jury trial.
Is it different from court and jury trials?	Yes	The hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called “discovery.” The decision is final. Courts rarely overturn Arbiters.
Who does the Clause cover?	You, Us, and Others	This Clause governs the parties, their heirs, successors, assigns, and third parties related to any Dispute.
Which Disputes are covered?	All Disputes	In this Clause, the word “Disputes” has the broadest possible meaning. This Clause governs all “Disputes” involving the parties. This includes all claims even indirectly related to your application and agreements with us. This includes claims related to information you previously gave us. It includes all past agreements. It includes extensions, renewals, refinances, or payment plans on any credit we arrange. It includes claims related to collections, privacy, and customer information. It includes claims related to setting aside this Clause. It includes claims about the Clause’s validity and scope. It includes claims about whether to arbitrate.
Are you waiving rights?	Yes	You waive your rights to: 1. Have juries solve Disputes. 2. Have courts, other than small-claims courts, solve Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Be in a class action.

Are you waiving class action rights?	Yes	COURTS AND ARBITERS WON'T ALLOW CLASS ACTIONS. You waive your rights to be in a class action, as a representative and a member. Only individual arbitration, or small-claims courts, will solve Disputes. You waive your right to have representative claims. Unless reversed on appeal, if a court invalidates this waiver, the Clause will be void.
What law applies?	The Federal Arbitration Act ("FAA")	This transaction involves interstate commerce, so the FAA governs. If a court finds the FAA doesn't apply, and the finding can't be appealed, then your state's law governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims.
Can the parties try to solve Disputes first?	Yes	We can try to solve Disputes if you call us at (800) 316-8507. If this doesn't solve the Dispute, mail us notice, within 14 days of the Dispute date. In your notice, tell us the details and how you want to solve it. We will try to solve the Dispute. If we make a written offer ("Settlement Offer"), you can reject it and arbitrate. If we don't solve the Dispute, either party may start arbitration. To start arbitration, contact an Arbiter or arbitration group listed below. No party will disclose settlement proposals to the Arbiter during arbitration.
How should you contact us?	By mail	Send mail to: Safra National Bank of New York d/b/a ACCESS LOANS LLC, 21500 Biscayne Boulevard, Suite 503, Aventura, FL 33180 . You can call us or use certified mail to confirm receipt.
Can small-claims court solve some Disputes?	Yes	Each party has the right to arbitrate, or to go to small-claims court if the small-claims court has the power to hear the Dispute. Arbitration will solve all Disputes that the small-claims court does not have the power to hear. If there is an appeal from small-claims court, or if a Dispute changes so that the small-claims court loses the power to hear it, then the Dispute will only be heard by an Arbiter.
Do other options exist?	Yes	Both parties may seek remedies which don't claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief.
Will this Clause continue to govern?	Yes, unless otherwise agreed.	The Clause stays effective, unless the parties sign an agreement stating it doesn't. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your contract is discharged through bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

Process

How does arbitration start?	By mailing a notice	Either party may mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If you mail the demand, you may choose the arbitration group. Or, your demand may state that you want the parties to choose a local Arbiter. If related third parties or we mail the demand, you must respond in 20 days. Your response must choose an arbitration group or propose a local Arbiter. If it doesn't, we may choose the group.
Who arbitrates?	AAA, JAMS, or an agreed Arbiter	You may select: (1) American Arbitration Association ("AAA") (1-800-778-7879) http://www.adr.org or (2) JAMS (1-800-352-5267) http://www.jamsadr.com . The parties may also agree in writing to a local attorney, retired judge, or Arbiter in good standing with an arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with any of our agreements with you, don't apply. If these options aren't available, and the parties can't agree on another, a court may choose the Arbiter. Such Arbiter must enforce your agreements with us, as they are written.
Will the hearing be held nearby?	Yes	The Arbiter will order the hearing within 30 miles of your home or where the transaction occurred.
What about appeals?	Appeals are limited.	The Arbiter's decision will be final. A party may file the Arbiter's award with the proper court. Arbitration will solve appeals of a small-claims court judgment. A party may appeal under the FAA. If the amount in controversy exceeds \$10,000.00, a party may appeal the Arbiter's finding. Such appeal will be to a three Arbiter panel from the same arbitration group. The appeal will be de novo and solved by majority vote. The appealing party bears appeal costs, despite the outcome.

Arbitration Fees and Awards

Will we advance Arbitration Fees?	Yes, but you pay your costs.	We will advance your "Arbitration Fees" if you ask us to. This includes filing, administrative, hearing, and Arbiter's fees. You pay your attorney fees and other expenses.
Are damages and attorney fees possible?	Yes, if allowed by law.	The Arbiter may award the same damages as a court. Arbiters may award reasonable attorney fees, and expenses, if allowed by law.

Will you pay Arbitration Fees if you win?	No	If the Arbiter awards you funds, you don't reimburse us the Arbitration Fees.
Will you ever pay Arbitration Fees?	Yes	If the Arbiter doesn't award you funds, then you must repay the Arbitration Fees. If you must pay Arbitration Fees, the amount won't exceed state court costs.
What happens if you win?	You could get more than the Arbiter Awarded.	If an Arbiter's award to you exceeds our last Settlement Offer, we will pay 3 amounts. We will pay the award, plus 10% of such amount ("bonus payment"). We will pay your attorney the attorney fees conferred, plus 10% of such amount ("attorney premium"). If the Arbiter orders, we will pay reasonable expert witness costs and other costs you incurred ("cost premium"). If we never made a Settlement Offer, we will pay the bonus payment, attorney premium, and any cost premium. If a law allows you more, this Clause won't prevent such award. We won't seek attorney fees and expenses.
Can an award be explained?	Yes	A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.

Other Options

If you don't want to arbitrate, can you still get a transaction?	Yes. You can get our services and decide not to arbitrate.	Consider these choices: 1. Informal Dispute Resolution. Contact us and attempt to settle any Disputes. 2. Small-claims Court. Seek to solve Disputes in small-claims court, within state law limits. 3. Opt-Out of Arbitration. Sign and then timely opt-out.
Can you opt-out of the Clause?	Yes - within 60 days	Write us within 60 calendar days of signing your agreement to opt-out of the Clause for that agreement. List your name, address, account number and date. List that you "opt out." If you opt out, it will only apply to that agreement.

MISCELLANEOUS

- No agency, partnership, joint venture, or employment relationship is created as a result of the Terms, and you do not have any authority of any kind to bind us in any respect whatsoever.
- We may provide you with notices, including those regarding changes to the Terms, by email, regular mail or postings on the Site.
- The Terms contain the entire agreement between you and us regarding the use of the Site and the Services, and the Terms supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in the Terms.
- Any failure on our part to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- The Terms are not assignable, transferable or sublicensable by you except with Safra National Bank of New York d/b/a ACCESS LOANS's prior, written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void.
- The section titles in the Terms are for convenience only and have no legal or contractual effect.
- This Site, the Services and its Content are directed to persons residing in the United States. You may not use or export or re-export any portion of this Site, Services or its Content in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.