

Website Terms of Use

Welcome to this website, a service of MyRateManager, LLC ("MyRateManager," "we," or "us"). Please read these Terms of Use ("Website Terms") before you use this website. By using this website, you agree to these Website Terms. We may change these Website Terms from time to time. By continuing to use the website after we post any changes, you accept and agree to these Website Terms, as amended.

These Website Terms applies to the website(s) owned and operated by MyRateManager. Some MyRateManager websites may have different or additional terms of use, subscriber agreements, privacy policies, or other terms and policies. Those agreements, terms, and policies apply to those websites. By accessing any other MyRateManager website, you agree to that website's applicable terms of use, subscriber agreement, privacy policy, or other terms and policies.

Privacy

MyRateManager respects the privacy of our visitors to and users of this website. To understand how MyRateManager collects and uses information from this website, please review our Privacy Policy located on the MyRateManager website: [MyRateManager Privacy](#) .

Feedback

We invite you to send in your questions or comments about this website, or to bring to our attention any material you believe to be inaccurate. You may communicate with us directly by using the "Feedback" or "Contact Us" (or similar) forms on this website and following the instructions found there. We ask that you limit your feedback to these items. MyRateManager does not solicit, and does not want to receive, submissions containing product, service or other business ideas of any kind unless expressly indicated in a promotional or other offering. If we receive these submissions, we will deem them to be submitted on a non-confidential basis and they will become the sole property of MyRateManager. MyRateManager may, in its sole discretion, perpetually and irrevocably reproduce, use, publish, modify, disclose, distribute, or otherwise use these submissions in any way and for any purpose, without payment of a royalty or other compensation to you. All these uses by MyRateManager shall be without liability or obligation of any kind to you. These uses may include, for example, use of the content of any of these submissions, including any works, marks or names, ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose without any obligation to compensate the originator of such communications and without liability to that person.

Contents

The material that appears on this website is for general informational purposes only. While we try to ensure that any information we post to this website is both timely and accurate, errors may appear from time to time. We do not make any representations with respect to any information that is posted on this site by us or anyone else. This website may not be updated daily, and certain information may not be the most current information available. Though we may post follow-up information and reports, and may continue to provide access to the original information and reports, as in an archive of news stories or blog postings, for example, we may not go back and change the original content to reflect new developments. If you're looking for the most recent information on a given subject be sure you're not looking at an out of date posting. Before you act on information you've found on our website, you should independently confirm any facts that are important to your decision.

Some of the material appearing on this website may be provided by users. MyRateManager does not claim ownership of any material that users submit or post on this website. By using this website to submit or post material, you (i) warrant that the material, and its posting, complies with the provisions of these Website Terms and other terms and policies applicable to this website, (ii) consent to, license, and authorize MyRateManager, its agents, suppliers, and affiliates to store, reproduce, use, publish, distribute, and display the content on a worldwide, perpetual, irrevocable, royalty free, and transferable (including the ability to sublicense) basis, (iii) warrant that you have the right to provide this authorization, and (iv) warrant that the material does not violate or infringe any third party's intellectual property, proprietary, privacy, or other rights.

You are solely responsible for any information that you submit or post on this website. By using this website, you agree not to submit, post or transmit any defamatory, abusive, obscene, threatening or illegal material, or any other material that infringes on the ability of others to enjoy this website or that infringes on the rights of others. We retain the right to deny access to anyone who we believe has violated these Website Terms.

We reserve the right (but assume no obligation) to monitor, delete, move, or edit any submissions or postings

that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. We will comply with all requirements of the law regarding disclosure of any submissions or postings on this website to others, including to law enforcement agencies and parties making civil legal requests. We will also comply with any other requirements of the law regarding disclosure of other aspects of your use of this website.

Restrictions

Although we make this website freely accessible, we don't intend to give up our rights, or anyone else's rights, to the materials appearing on the website. The materials we make available through this website are the property of MyRateManager or its licensors, and are protected by copyright, trademark and other intellectual property laws. Except for the limited licenses expressly granted to you in the Website Terms, MyRateManager and its licensors expressly reserve all other rights and licenses. You are free to display and use for your personal, non-commercial use information you receive through this website, but you may not otherwise reproduce, modify, or distribute any of the materials without the prior written consent of their owner, unless otherwise permitted by applicable law.

By using this website, you agree, among other things, not to do the following: (i) use, intentionally or unintentionally, any of the content, information or services on this website in a manner contrary to or in violation of any applicable international, national or local law, rule or regulation; (ii) use the website in any manner that could harm, infect, take over, disable, overburden or otherwise impair any of our computer systems, including, the servers, networks and other components connected to or used for this website; (iii) interfere with any other party's use and enjoyment of this website or any of the content, information or services provided on this website; (iv) forge headers or otherwise manipulate identifiers in order to disguise or alter the origin of any content transmitted through the services or develop restricted or password-only access pages, or hidden pages or images (those not linked to/from another accessible page); (v) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (vi) attempt to gain unauthorized access to any services, accounts, computer systems or networks connected to any server used for this website, through password mining, scrapping, hacking or any other means; (vii) reproduce, duplicate, copy, download, sell, resell or otherwise exploit this website, or any portion hereof, for commercial purposes without MyRateManager's prior written consent; (viii) use any network monitoring or discovery software to determine the site architecture or extract information about usage, individual identities or users; (ix) use any robot, spider, other automatic software or device or manual process to monitor or copy the website or the content, information or services on this website without MyRateManager's prior written consent; (x) collect any email addresses made available on this site for purposes of promotions or marketing campaigns and you shall not solicit any users with data retrieved from this website; (xi) distribute, on or through this website, any advertising; promotion; solicitation for goods, services or funds; or solicitation for others to become members of any enterprise or organization without our prior written permission; (xii) use or otherwise export or re-export this website, or any portion thereof, in violation of the export control laws and regulations of the United States of America; and (xiii) decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this website.

Linking

MyRateManager is not responsible for, and cannot guarantee the performance of, any products and services provided by any advertisers or others, including those to whose websites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by MyRateManager or its licensors.

We welcome links to our website. You are free to establish hypertext links to this site so long as the links do not state or imply any affiliation, connection, sponsorship, or approval of you, your enterprise, or your site by MyRateManager. We do not permit framing or inline linking to our website or any portion of it.

Ordering Products and Services

You may order certain MyRateManager products and services through this website. All orders you make through this website are subject to the availability, terms, and other conditions that apply to the particular products and services at the time you place your order. All products and services, their contents, availability, and pricing are subject to change at any time with or without notice. Please fully read the terms and disclaimers accompanying any products or services that you order through this website.

Copyright Infringement

MyRateManager is committed to complying with U.S. copyright and related laws, and requires all users of this website to comply with these laws. Accordingly, you may not use this website to store any material or

content, or disseminate any material or content, in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

If you are the owner of any copyrighted work and believe your rights under U.S. copyright law have been infringed by any material on this website, you may take advantage of certain provisions of the Digital Millennium Copyright Act (the "DMCA") by sending MyRateManager's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon MyRateManager's receipt of a satisfactory notice of claimed infringement, MyRateManager will respond expeditiously either directly or indirectly: (i) to remove the allegedly infringing work(s) accessible through this website; or (ii) to disable access to the work(s). It is MyRateManager's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate access to this website for any user who is either found to infringe third-party copyright or other intellectual property rights, including repeat infringers, or who MyRateManager, in its sole discretion, believes is infringing these rights. MyRateManager may terminate access to this website at any time with or without notice for any affected customer or user. If the affected user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to MyRateManager. Upon MyRateManager's receipt of a counter notification that satisfies the requirements of DMCA, MyRateManager will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that MyRateManager will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send MyRateManager a notification of claimed infringement to report alleged infringements of their works to:

MyRateManager, LLC
Attn: DMCA Notifications
P.O. Box 630072
Highlands Ranch, Colorado 80163
Privacy@myratemanager.com

Any notification of claimed infringement must be in a form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to MyRateManager, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with MyRateManager's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Trademarks

We don't want anyone to be confused as to which materials and services are provided by MyRateManager. The MyRateManager trademarks displayed on this website, such as MYRATEMANAGER, the MYRATEMANAGER logo and design, are registered trademarks and/or service marks of MyRateManager or its subsidiaries. Other trademarks appearing on this website or other MyRateManager sites linked to from this website are the property of MyRateManager or their respective owners.

Termination

MyRateManager reserves the right at any time to terminate your use of this website if you fail to comply in full with these Website Terms, or any other terms, agreements, or policies that apply to this website and the use of it. MyRateManager also reserves the right to discontinue this website at any time for any reason.

Indemnification

You agree to indemnify, defend, and hold harmless MyRateManager (including its parents, subsidiaries, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers and any third-party information providers) against all claims, losses, expenses, damages and costs (including reasonable attorney fees) resulting from any breach of these Website Terms or use of this website by you. Your indemnification obligation shall survive the termination of these Website Terms. At our expense and election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with MyRateManager in connection with our defense.

Disclaimer of Warranties and Liability

YOU AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE WEBSITE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THIS WEBSITE OR ANY MATERIAL AVAILABLE THROUGH THIS WEBSITE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THIS WEBSITE.

THIS WEBSITE IS PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." MYRATEMANAGER AND ITS AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE WEBSITE, NOR DO WE GUARANTEE THAT THE WEBSITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL MYRATEMANAGER (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) OR ITS AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY USE OR MISUSE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND OTHER TORT ACTIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF MYRATEMANAGER AND ITS AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF MYRATEMANAGER (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) AND ITS AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO MYRATEMANAGER FOR THE USE OF THE WEBSITE.

Miscellaneous

To obtain access to certain services on our website, you may be required to register. As part of any such registration process, you will select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter the service under the name of, another person. MyRateManager reserves the right to reject or terminate any user name that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify us of any known or suspected unauthorized use of your account.

At certain places on this website there may be additional or other terms and policies that apply to your use of this website and the services on it. By using the website or those services, you agree to abide by those terms and policies. We may change those terms and policies from time to time. By continuing to use the website after we post any changes, you accept and agree to those terms and policies, as modified.

These Website Terms have been made in and shall be construed in accordance with the laws of the State of Colorado. By using this website, you consent to the exclusive jurisdiction of the state and federal courts in Douglas County, Colorado, in all disputes arising out of or relating to these Website Terms or this website. In the event that any portion of these Website Terms are held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

By using this website, you agree to abide by the terms of these Website Terms. We hope you enjoy using this website, and we welcome suggestions for improvements.

Effective: 12-01-2016