

Terms & Conditions

The operator of this website is NOT A LENDER or creditor. The Company is not an issuer of the products featured on this website. Operator of this website does not make any credit decisions, does not review creditworthiness of the consumers, and does not guarantee approval for the loan.

1. Introduction. CashSpotUSA.com hereinafter referred to as "Site" is owned and operated by Vivus Servicing Ltd. The terms "our", "us", and "we" refer to Vivus Servicing Ltd. By using this Site you acknowledge that you have read and accept all Terms & Conditions stated below. If you do not agree to any or all of the following terms and conditions related to the use of this Site, please exit and discontinue use of the Site immediately. Because this page contains legal obligations, including, but not limited to limitations on liability, arbitration provisions and a class action waiver, please read these Terms and Conditions carefully. By accessing, viewing or using any of our services, (i) you acknowledge that you have read, understand and agree to be bound by and subject to these Terms and Conditions and Privacy Policy (collectively "Terms of Use"), and (ii) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the goods and services offered herein. If you do not agree to all the Terms of Use of this agreement, then you may not access this Site or use any of its services.

2. Agreement. The Terms & Conditions outlined below contain information related to legal obligations including but not limited to arbitration provisions, class action waivers, and limitations on liability. By using of Site you acknowledge that (i) you have read, understood and agree to be legally bound by the Site's Terms & Conditions and Privacy Policy; (ii) You are of legal age (18 in the United States and outlying territories); (iii) you are not prohibited by jurisdictional or federal law from accessing or using the services and/or products offered on this Site.

3. Modification. Be advised that Vivus Servicing Ltd. reserves the right to amend, alter, remove, and/or change these Terms & Conditions at our sole discretion as we see fit. Notification of the amendments to our Terms & Conditions will be posted on the Site along with a timestamp of the most recent updates. Material changes to our Terms & Conditions will prompt Vivus Servicing Ltd. to attempt to notify you of such changes via the contact information we have on file. Continued use of the Site after changes have been made to the Terms & Conditions constitutes your consent, acknowledgment, and acceptance of those changes.

4. License. We provide users with limited non-transferable, non-exclusive, and revocable license to use the Site for personal use pursuant to terms and conditions described herein. This license allows consumers to use the services, products, information, and links provided on and throughout the Site solely for personal purposes. Please note that user of the Site may not (i) commercially exploit, rent, sell, transfer, duplicate, lease, sublease, distribute, license, sublicense, or use any content on this Site in any manner not authorized or expressly permitted by these Terms & Conditions or by Vivus Servicing Ltd.; (ii) amend, alter, change, delete, translate, reverse engineer, decompile, disassemble, or make any other action leading to derivative work of this Site; (iii) access, link to, interfere, or use any Site-related source code for nefarious purposes; (iv) delete, erase, copy, transfer, and/or remove intellectual and/or proprietary property/information contained in or related to this Site. We may, in its sole discretion, report actual or perceived violations of law to law enforcement or other appropriate authorities.

5. Site Use. By using the Site, you assume sole responsibility to (i) adhere to all Terms & Conditions set forth in this agreement (ii) abide by any and all relevant and applicable local, state, and federal laws, policies, regulations, and guidelines as related to the use of the Site; (iii) take and assume all responsibility for your use, the results of your use, and any repercussions (legal or otherwise) for any and all violations of use of this Site, including but not limited to the contractual obligations and requirements you maintain with third-parties, affiliates, and other persons.

6. Advice and Content. By using this Site you are accepting that it does not constitute legal, financial, tax planning, medical, or other advice and that you are responsible for your own financial research and financial decisions. Please appreciate that by using our Services you are acknowledging and accepting that we are not responsible for any of your subsequent decisions or actions, or liable for the choices you make. Some of the Services involve content provided by other users or companies ("third-parties"). Such third-party content is not advice but material provided for information, research, education, and entertainment purposes only. By using our Site you are accepting that we are not providing professional advice and you are agreeing that we are not liable for the content provided by third parties. All products, logos, and company names are trademarks™ or registered® trademarks of their respective holders. Their use does not signify or suggest the endorsement, affiliation, or sponsorship, of or by us, or from them of us.

7. Copyrights and Trademark. All content contained on or within the Site including but not limited to text, software, coding, graphics, images, videos, user interfaces, design, layout, databases, visual content, visual interfaces, audio files, products, services, and information (hereinafter referred to as "Content") is owned, controlled, regulated, and licensed by Vivus Servicing Ltd. and/or its licensors. CashSpotUSA.com and its related names, logos, images, fonts, text, and icons used to advertise and market Vivus Servicing Ltd.'s products and services are the proprietary trademarks of Vivus Servicing Ltd. and/or its affiliates. Any unauthorized use of these trademarks and/or copyrights without express written permission are strictly prohibited and are subject to legal arbitration.

8. Privacy. Our Site takes the utmost care when safeguarding the Personal and Non-Personal information collected. Please read about the security measures we take to keep your information secure in our Privacy Policy.

9. Credit Check. Use of the Site does not guarantee approval for the loan. Lenders may require additional verification of your credit score, employment history, and criminal record to aid in their decision-making process. Lenders may utilize credit bureaus including but not limited to Equifax, TransUnion, and/or Experian to access your personal to determine and verify your creditworthiness. Additionally, you understand and agree that lenders may use third party services to obtain information relating to you and to verify any information that you provide including, without limitation your social security number, address, phone number, bank account information and employment history. By submitting your personal information to this Site you give your consent and approval for lenders to check your credit and verify your identity. If you do not agree to a check of your credit history or any other measures taken to verify your identity and eligibility for the products and services offered on the Site, discontinue your use of the Site immediately.

10. Consent to Receive Communications via E-mail, Telephone Calls and/or SMS Messaging. By submitting your personal information on the Site, you are hereby granting consent to be contacted by: (i) email at email address you have provided; (ii) SMS messaging to the mobile number you have provided, in which case data and messaging rates may apply; (iii) live or automated phone calls and/or pre-recorded messages at telephone numbers you have provided whether landline or cellular, even if your phone number is on any Do Not Call list. This consent does not obligate you to accept offers, products, or services advertised by us or the Site, our affiliates, or third-parties. Please see our Privacy Policy to learn how to Opt-Out of these messages and notifications.

11. Representations and Warranties. By accessing the Site or by using the services and products provided on the Site, you certify that (i) you are of legal age (18 in the United States and US territories); (ii) you are the primary individual responsible and authorized to enter into this agreement; (iii) you understand, acknowledge, and accept the Terms & Conditions of using or accessing this Site and will not use this Site or the Contents within in a manner that violates this agreement and/or local, state, and/or federal laws/regulations, or in anyway infringes on the rights of Vivus Servicing Ltd. and/or any third-party; (iv) the information and/or data you provide to Vivus Servicing Ltd. does not and/or will not violate any law or regulation or infringe the rights of Vivus Servicing Ltd. or any third party; (v) the personal information you provide to this Site or its third-parties is true and accurate at the time of submission; and (vi) you are capable and authorized to perform and fulfill the obligations and conditions required by Vivus Servicing Ltd. and its third-parties as specified within these Terms & Conditions.

12. Warranty Disclaimers. PLEASE BE ADVISED THAT Vivus Servicing Ltd. DOES NOT GUARANTEE, WARRANT, DECIDE ON, OR MAKE REPRESENTATIONS ON ANY ASPECT OF THE USE OR ULTIMATE OUTCOME OF YOUR USE, IN TERMS OF ACCURACY, RELIABILITY, COMPLETENESS, INTENDED PURPOSE, AVAILABILITY, QUALITY, FUNCTIONALITY, OR OTHERWISE. THIS SITE AND THE CONTENT HOSTED AND/OR CONTAINED WITHIN IT ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND. THIS INCLUDES BUT IS NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY RELATED TO DEALING, USAGE, AND/OR TRADE.

13. Limitation of Liability. BY USING THIS SITE, YOU AGREE THAT Vivus Servicing Ltd. IS NOT AND/OR WILL NOT BE RESPONSIBLE AND/OR LIABLE FOR THE FOLLOWING (i) ANY AND ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES; (ii) THE LOSS OF PROFITS, DATA, USE, AND OR SECURITY AS A RESULT OF OR IN ANY WAY CONNECTED TO YOUR USE OF CASHSPOTUSA.COM; (iii) THE

INFORMATION OR MATERIALS MADE AVAILABLE TO YOU THROUGH THE SITE OR THIRD-PARTIES WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE REGARDLESS OF WHETHER OR NOT CASHSPOTUSA HAS BEEN ADVISED OF OR MADE AWARE OF THE POSSIBILITY OR LIKELIHOOD OF THOSE OR ANY OTHER RELATED DAMAGES OCCURRING FROM YOUR USE OF THIS SITE. IN PARTICULAR AND WITHOUT LIMITATION, TOTAL LIABILITY OF Vivus Servicing Ltd. FOR ANY REASON WHATSOEVER RELATED TO YOUR USE OF THIS WEBSITE, RESULTS FROM USE OF THIS WEBSITE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR ABSOLUTION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Indemnification. Use of this Site and its third-parties automatically authorizes your agreement to indemnify, defend, release, discharge, and otherwise hold harmless Vivus Servicing Ltd. and its employees, agents, officers, shareholders, board members, directors, representatives, affiliates, contractors, licensors, lenders, third-party information providers, in addition to any and all others involved in the delivery of products, services, and/or information related to or through this Site. This includes but is not limited to issues and or disputes arising from, related to and/or in connection with (i) any and all breaches and/or violations of this agreement by you; (ii) failure to provide up-to-date, accurate, and complete Personal Information requested or required by us to access or use the services and/or products on this Site (iii) Site usage history, navigation, and habits; (iv) your communications, transmissions, comments, reviews, testimonials, submissions, and/or postings; and/or (v) any and all property damage or personal injury caused by you, the user. By using this Site you agree that the Indemnified Parties will have and maintain no liability in connection with any breach or unauthorized use as defined above. Additionally, by using this Site, you agree to indemnify any and all resulting or recurring damages, judgments, awards, costs, expenses, losses, and attorneys' fees and/or litigation expenses of the Indemnified Parties in connection with your claims.

15. DMCA Notice. Pursuant to the Digital Millennium Copyright Act (DMCA) Safe Harbor 17 U.S.C. § 512(c), if you believe that anything on this Site or the services offered within by Vivus Servicing Ltd. or third-parties infringes on any copyright that you own or control, you may file a notice of such infringement, in compliance with the requirements of 17 U.S.C. 512(c)(3), with our designated agent, COGENCY GLOBAL INC., 850 NEW BURTON ROAD, SUITE 201 DOVER DE 19904 or contact@cashspotusa.com. A copy of this legal notice may be sent to a third-party that may publish and/or annotate it. As such, your letter, with your personal information redacted, may be forwarded to the Chilling Effects Clearinghouse for publication.

16. Foreign Users. This Site is intended for and authorized for use in the United States by its legal citizens. Vivus Servicing Ltd. cannot and will not guarantee that the materials, information, products, and/or services contained within the Site are available or appropriate in locations outside of the United States and its territorial possessions. If you are accessing this site from outside the USA and/or do not have the legal rights afforded to United States citizens, please be advised that this Site may contain references or links that you are not eligible for. Furthermore, any user who is a resident of a foreign country understands and agrees to the following (i) that they have voluntarily sought out and established connection and/or contact with Vivus Servicing Ltd. independently; (ii) they will not translate, disseminate, imitate, upload, use, and/or transmit any material content that would violate these Terms & Conditions or violate any applicable local, state or national laws or regulations in the foreign country they reside in or have residence in; (iii) Vivus Servicing Ltd. and third-parties will not be deemed liable, responsible, or culpable under any laws outside of the United States and its territorial possessions; (iv) access, usage, or participation in any of the products, services, or information contained within the Site is governed by, and subject to, the laws, regulations, arbitration, and venue provisions stated in these Terms & Conditions; (v) foreign residents located in other countries agree and consent to having their data processed in the United States.

17. Governing Law. This agreement will be construed, enforced and governed in accordance with the province of Ontario, Canada without regard to any conflict of law principles. The Superior Court of Ontario, in Hamilton, will have exclusive jurisdiction and venue over all controversies in connection with this agreement, and you hereby consent to such exclusive and personal jurisdiction and venue. You agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement and that each party has the right to seek attorneys' fees in any proceeding.

18. Notice of Claim. Regardless of whether a user's dispute is pursued in court or arbitration, you must first provide Vivus Servicing Ltd. an opportunity to resolve your issues, claims, and disputes. This must be submitted in writing to contact@cashspotusa.com and via postal mail to 1320 Cornwall Road, Oakville ON, Canada, M6K 3N1. All written claims must include the following information (i) Full legal name; (ii) Physical address where mail can be received; (iii) a full detailed written description of your claim and/or dispute with Vivus Servicing Ltd.; and (iv) a detailed description of the specific resolution you are seeking. If Vivus Servicing Ltd., does not resolve the dispute within 60 days after it receives your notification, you may pursue your dispute as set forth above.

19. No Class Actions. By using, accessing, or soliciting the services and products contained within this Site by Vivus Servicing Ltd. or third-parties, you and Vivus Servicing Ltd. both agree to waive the right to pursue legal claims and disputes on a consolidated or call-wide basis. This includes but is not limited to (i) joining a claim with the claim of any other person or entity involved in legal dispute or arbitration against you or Vivus Servicing Ltd., its affiliates, and third-parties (ii) Assert a claim on behalf of any individual or entity in any lawsuit, arbitration, or any other proceeding in a representative capacity. Please note that by accepting our Terms & Conditions you agree to this class action waiver and understand that you may only bring claims against Vivus Servicing Ltd. as an individual and may in no way do so as a plaintiff or member in any class action or representative proceeding made against Vivus Servicing Ltd., its affiliates, or third-parties.

20. Severability. If any jurisdictional court and/or arbitrator finds that any provision of these Terms & Conditions is unlawful, unenforceable, invalid or otherwise nonapplicable, be advised that this agreement will not be deemed void, unlawful, or unenforceable as a whole. The ruling will be limited to the section(s) and/or provision(s) that are considered void, unlawful, and/or unenforceable. Only those section(s) or provision(s) will be limited or eliminated from the Agreement. The remaining sections and provisions not deemed void, unlawful, or unenforceable will remain intact with full force and effect.

21. Relationship of the Parties. Be advised that the relationship between you and Vivus Servicing Ltd. is and shall always remain that of independent contractors. No part of this agreement should be construed or interpreted to create or imply that you and Vivus Servicing Ltd. maintain the relationship of (i) partners; (ii) employer and employee; or (iii) joint venturers. Furthermore, neither party should assume that such relationships are implied, coming, or have concluded before, during, and/or after any transaction or communication made between you and Vivus Servicing Ltd. Additionally, neither you or Vivus Servicing Ltd., its affiliates, or third-parties have the right or authority to assume, create, and/or incur in writing or otherwise any warranty, liability, and/or obligation on behalf of the other party, expressed or implied. Be advised that both parties shall be responsible for their own actions as independent contractors as related to the use, access, services, and/or products contained within the Site. Violation of this provision or any attempt to assign, delegate, or transfer this Agreement to another party or entity, shall make it void, of no effect, and will be considered a material breach of this Agreement. Vivus Servicing Ltd. may or may not delegate its rights and responsibilities or use private contractors to ensure that it fulfills its obligations under this Agreement.

22. Termination. Vivus Servicing Ltd. reserves the right to terminate this Agreement with you at any time and on reasonable grounds. This includes, without limitation (i) illegal activity; (ii) any and all reasonable belief of fraud or misrepresentation by you, the user; and/or (iii) omissions and actions that violate the Terms & Conditions as defined in this Agreement. This Agreement may be terminated by Vivus Servicing Ltd. in order to protect our name, business, community standing, and/or any other user, affiliate, or third-party. Use and/or access of this Site implies and expresses your understanding, acknowledgment, and agreement to Vivus Servicing Ltd. terminating this Agreement with you at any point based on its discretion and determination of unauthorized activity by the Site user and/or activity violating the Terms & Conditions as explained in this Agreement.

23. California Consumer Notice. Under California Civil Code Section 1789.3, California website users are entitled to know the following information. The Site and its services are owned by Vivus Servicing Ltd., 1320 Cornwall Road, Oakville ON, L6J 7W5. Californian residents are also entitled to receive the following consumer rights information: this Site is provided without charge, unless otherwise state, and Californian residents may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, by telephone at (916) 445-1254 or (800) 952-5210, or by email at dca@dca.ca.gov.

24. Entire Agreement. In addition to Vivus Servicing Ltd.'s Privacy Policy (hereby incorporated by reference as if set forth fully and herein), these Terms & Conditions constitute and represent the entire agreement made between you and Vivus Servicing Ltd. in respect to any and all subject matter and Contents contained within. This Agreement supersedes all prior and contemporaneous electronic, oral, and/or written communications between you and Vivus Servicing Ltd. with respect to the Site.

25. Miscellaneous. Provisional and section headings contained in this Agreement should be only considered as reference and not part of the Agreement nor shall these headings limit or in any way affect the interpretation and/or meaning of this Agreement. Questions, comments, inquiries, feedback, and/or anything relating to the information contained in this Agreement or our Services should be directed to contact@cashspotusa.com.