



TERMS OF USE

These Terms of Use ("Terms") govern the use of **www.blucapital.com** website ("Site"). This Site is owned and operated by Blu Capital Texas, LLC and Blu Capital, LLC. BY ACCESSING THE SITE YOU AGREE TO ABIDE BY THESE TERMS. ACCESS OR USE OF THE SITE FOLLOWING ANY CHANGES TO THE TERMS CONSTITUTES YOUR AGREEMENT TO THESE CHANGES. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THE TERMS OF USE THAT ARE IN EFFECT AT SUCH TIME, YOU SHOULD NOT ACCESS OR USE THE SITE.

These Terms govern your current visit to the Site, not any future visit. We may modify these Terms at any time without notice to you, and such modification shall be effective immediately upon posting on the Site, as your next visit to the Site may be governed by different terms posted at this page, you should review the terms on this page each time that you visit the Site.

By using this Site, you indicate that you have read and understand these Terms and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Blu Capital Texas, LLC and Blu Capital, LLC and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree that you are eighteen years of age or older, to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or

- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site. The following services are available on our Site:

Financial services.

The services will be paid for in full upon the completion of the service.

These Terms apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. You agree to access services from our Site at your own risk.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Payments

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms will not limit your legal rights and remedies under that legislation. These Terms will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and that legislation, the mandatory provisions of the legislation will apply. Because you are using the Internet on the Site, it is necessary for you to consent to transact business with us online and electronically. We also need you to consent to our giving you certain Disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms, you agree to receive electronically, all documents, communications, notices, contracts, and agreements-arising from or relating to you, regarding any funding you may request or receive from your use on our Site.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Blu Capital Texas, LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Blu Capital, LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Blu Capital Texas, LLC, Blu Capital, LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms are governed by the laws of the State of Texas.

Severability

If at any time any of the provisions set forth in these Terms are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms

and Conditions. All other provisions will not be affected by the removal and the rest of these Terms will still be considered valid.

Changes

These Terms may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(915) 727-7883

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Dallas, Texas 75206

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You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of July, 2023