



MCF Terms and Conditions

Disclaimer—All of the statements made by me (us) in this application are true and correct and I (we) authorize MCF LLC to verify their accuracy and completeness in order to induce you to grant credit to me (us). I (We) have no outstanding obligations except as shown in this application and/or personal financial statement and no undisclosed lawsuits or judgments are pending or entered against me (us). I (We) authorize credit reports to be obtained by MCF LLC and/or any of its potential future assignees in connection with this application for credit. If you authorize someone (such as a broker/dealer/manufacture or any other third party) to submit this application, that party will receive information regarding your credit decision and loan number. If you do not wish this information shared then you should submit the loan application to us directly. I (We) authorize you to exchange credit and other information with property whether or not this application is approved. This application is governed by California Law.

Notice for New York Residents—A consumer credit report may be requested in connection with this application or in connection with the updates, renewals, or extensions of any credit granted as a result of this application. If you subsequently ask for this information, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

Notice for Ohio Residents—The Ohio Laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Married Wisconsin Residents—Wisconsin Law provides that no agreement, unilateral statement or court decree relating to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provisions. You must indicate the name of your spouse on the credit application and the address if different from yours.

Notice to California and Utah Residents—As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice for Maine Residents—if this application is approved by the creditor, you will be required to obtain and maintain physical damage insurance on the collateral securing the debt. You have the right of free choice in the selection of the agent and insurer through or by which the insurance is placed.

Important Information About Procedures for Opening a New Account

MCF LLC complies with Section 326



About MCF

Internet Disclaimer

Your use of any portion of MCF LLC website is subject to the following terms and conditions:

MCF LLC takes seriously our responsibility to protect the privacy of our customer's financial information. If you do not want to receive certain promotional mail from us, or do not want us to share certain types of information with other companies, just go to our privacy section for instructions.

Governing Law. You agree that your use of MCF LLC websites is governed by the laws of the State of California and any applicable federal United States laws. For individual products and services offered by MCF LLC, the applicable customer agreements and disclosures may specify that the laws of another jurisdiction will govern your use of the account and/or service, and the terms of those disclosures and agreements will continue to apply.

Copyright and trademark information. The trademarks, trade names, and service marks (the "Marks") used on MCF LLC website belong to MCF LLC or various other parties. No one is authorized to use any of the Marks in any manner without the prior express written permission of the owner of the Mark. The materials displayed on MCF LLC are protected by U.S. and international copyright law and treaties, and shall not be transmitted, broadcast, copied, adapted, displayed, or performed without the prior express permission of MCF LLC.

Limitations. None of the information on MCF LLC website may be used, distributed, or reproduced for commercial purposes without our prior express written permission. No third party is authorized to solicit MCF LLC products or services without MCF LLC prior express written permission. There are various restrictions, limitations, and costs associated with MCF LLC products and services, which are disclosed in the applicable customer agreements and continue to apply regardless of any information provided in our website. Not all products and services described may be available in all geographic areas.

No warranties. From time to time MCF LLC website may include information from third parties, and/or links to other websites. MCF LLC does not make any warranties, express or implied regarding any third party information or any links to other websites, and MCF LLC assumes no responsibility for the accuracy, completeness, reliability or suitability of the information provided by third parties or information, software (if any), offers or activity found on the other websites which may be linked to our Web Site.

Limitations of liability. MCF LLC disclaims liability for any and all claims, losses, costs, expenses (including attorney's fees), and damages of whatever kind or nature including without limitation general, special, incidental, consequential, punitive, exemplary, or treble damages ("Damages") based on any theory of liability, in connection with any use of MCF LLC website and the information contained therein, even if MCF LLC has been advised of the possibility of such Damages.

Changes. MCF LLC reserves the right to change these terms and conditions, or the content of any portion of our website at any time without notice. Your continued access of MCF LLC website will be subject to the terms and conditions in effect at the time you access our website.

Please call us with any questions at: (408) 558-9433 or go to www.mcfboats.com.