

# TERMS OF SERVICE

By clicking “Apply Now,” “Get Funded,” “Submit,” “Purchase,” “Buy Now,” or any similar button, entering your information, submitting documentation, or otherwise enrolling electronically, verbally, or otherwise, you (“Client,” “Applicant,” or “Business”) agree to receive services from Premier Advanced Services, LLC (“Company,” “we,” “us,” or “our”) and enter into a legally binding agreement subject to the following Terms of Service.

## SERVICES

### Nature of Services

The Company is a commercial funding consulting and brokerage firm that assists businesses in identifying, preparing for, and connecting with third-party lenders, funding institutions, and capital providers. The Company evaluates submitted business information, assesses potential funding options, matches Client with appropriate third-party lenders, assists in packaging and presenting funding applications, facilitates communication between Client and funding sources.

The Company does not lend money, underwrite loans, make credit decisions, or guarantee approval. All funding decisions are made solely by independent third-party lenders.

### No Financial Advisory Relationship

The Company provides business consulting and funding placement services only. Services do not constitute: legal advice, tax advice, accounting services, investment advice, and financial planning services. Client acknowledges that they are responsible for consulting with licensed professionals regarding legal, tax, or financial implications of any funding obtained.

### Scope of Services

Services provided are limited to those outlined on the Company’s website and/or agreed upon in writing at the time of engagement. The Company does not guarantee approval for funding, specific loan amounts, interest rates or factor rates, repayment terms, or funding timelines. Approval, terms, and funding speed depend entirely on lender underwriting criteria and Client’s financial profile.

### Confidentiality

The Company will use reasonable efforts to maintain confidentiality of Client’s business and financial information, subject to the following:

Client authorizes the Company to share submitted information with third-party lenders and funding partners, verify information provided, obtain business and/or consumer credit reports as permitted by law. Information may be shared as necessary to evaluate funding eligibility.

## **CLIENT REPRESENTATIONS**

By submitting an application, Client represents and warrants that all information provided is accurate and complete, the business is legally formed and authorized to operate, the individual submitting the application has authority to bind the business, no material financial information has been intentionally omitted. Providing false or misleading information may result in denial of funding and termination of services.

## **3. PAYMENT, FEES & COMMISSIONS**

### **Broker Compensation**

The Company may receive compensation from third-party lenders, funding institutions, or strategic financing partners. Compensation may be in the form of commissions, referral fees, or success-based fees. In certain cases, clients may be responsible for application preparation fees, consulting fees, success-based placement fees. Any Client-paid fees will be disclosed in writing prior to engagement.

### **Refund Policy**

Unless otherwise stated in writing all consulting or preparation fees are non-refundable. Fees are earned upon service commencement. No refunds will be issued based on funding denial by a lender.

## **4. FUNDING DISCLAIMER**

Client understands and agrees the Company does not guarantee funding approval. Funding outcomes depend on lender underwriting. Terms offered may vary significantly based on credit, revenue, risk profile, and industry. Any examples, testimonials, or funding scenarios shown on the Website are illustrative only and do not guarantee similar results.

## **NO GUARANTEE OF RESULTS**

The Company makes no representations or warranties regarding: amount of funding obtained, cost of capital, business profitability, financial improvement, business success. Client acknowledges that all business and financing decisions involve risk.

## **THIRD-PARTY SERVICES**

The Company may recommend third-party service providers, including but not limited to credit repair services, accounting professionals, legal professionals, marketing consultants, and/or business advisors. The Company is not responsible for services provided by any third party. If the Company has an affiliate or referral relationship with a third party, this may result in compensation to the Company.

## **DISCLAIMER OF WARRANTIES**

All services are provided on an “as-is” basis without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, non-infringement, and/or performance expectations. No oral or written information provided by the Company shall create a warranty not expressly stated herein.

## **LIMITATION OF LIABILITY**

To the fullest extent permitted by law: The Company shall not be liable for any direct damages, indirect damages, incidental damages, special damages, consequential damages, lost profits, business interruption arising from use of the Company’s services or inability to obtain funding. Client agrees that the Company’s total liability shall not exceed the total amount of fees paid directly by Client to the Company.

## **INDEMNIFICATION**

Client agrees to indemnify and hold harmless the Company, its owners, officers, employees, contractors, and affiliates from any claims, losses, damages, or liabilities arising out of: false or inaccurate information provided by Client, misuse of funding obtained, breach of this Agreement, violation of any applicable law.

## **DISPUTE RESOLUTION**

In the event of any dispute arising from this Agreement the parties agree to attempt informal resolution first. If unresolved, disputes shall be resolved through binding arbitration in the State of Georgia. Client agrees that any claim shall be limited to the total fees paid to the Company.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral. No amendment shall be valid unless in writing and signed by both parties.

## **ELECTRONIC CONSENT**

By clicking "I Agree," submitting an application, or otherwise engaging the Company's services, Client acknowledges that they have read and understand these Terms, they agree to be legally bound, and electronic acceptance constitutes valid legal consent.