

Scotsman Guide – Terms of Use

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These Terms of Use conditions ("Agreement") set forth the general terms and conditions of your use of the scotsmanguide.com website and/or the lendersearch.com website (each, or both, collectively, "Website" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Scotsman Guide, Inc. ("Scotsman Guide, Inc.", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Scotsman Guide, Inc., even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington without regard to its choice of law or conflict of law's provisions.

Accounts and PRO Membership

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration. An account is required to access PRO Membership Benefits. Each PRO Membership is personal to the individual Member identified on the account and may not be shared, resold, transferred, or used by more than one person, except under a group or enterprise arrangement expressly authorized by us in writing.

PRO Membership

Scotsman Guide subscriptions are offered as a "PRO Membership," and an individual holding a PRO Membership is a "Member." A PRO Membership may include a print subscription to Scotsman Guide magazine, a digital subscription, or both, together with access to Scotsman Guide's exclusive PRO News and any other content, features, and benefits we designate as available to Members (collectively, the "PRO Membership Benefits"). Any reference in this Agreement to a "subscription," "Subscriber," or similar term means a PRO Membership and a Member, respectively, and any subscription in effect before the date of this Agreement continues as a PRO Membership on its existing term, price, and billing cycle.

PRO Memberships may be paid or complimentary. Provisions of this Agreement relating to fees, billing, automatic renewal, cancellation, and refunds apply only to paid PRO Memberships. Complimentary PRO Memberships are provided at our discretion, confer no payment obligation, and may be modified, suspended, or discontinued by us at any time. We may add to, modify, or discontinue any PRO Membership Benefit, tier, or format at any time; any material reduction in the PRO Membership Benefits you have paid for will not take effect until the end of your then-current term.

For paid PRO Memberships, the Member agrees to pay the full amount for the membership term and products at the time of the order. The Member also agrees to receive marketing emails from Scotsman Guide, which can be opted out of at any time.

All paid PRO Memberships are automatically renewed at the end of each billing cycle until canceled by the Member prior to the renewal date. By purchasing a PRO Membership, the Member hereby acknowledges and agrees to these terms and conditions. The Member further agrees to review Scotsman Guide's Terms of Use and Privacy Policy periodically to ensure they are aware of any modifications. The Member's continued use of the PRO Membership following the posting of any modifications to this Agreement will constitute acceptance of such modifications. If the Member does not agree to the terms of this Agreement, they should not purchase or use the PRO Membership.

PRO Membership Cancellation and Refund Policy

You may cancel your PRO Membership at any time by logging into your www.scotsmanguide.com account. To avoid being charged for the next billing cycle, your cancellation must be completed before the renewal date. All charges are final and nonrefundable.

Access Following Cancellation

Upon cancellation, the Member will retain access to all PRO Membership Benefits until the end of the current billing cycle. No additional charges will be incurred following the effective date of cancellation, provided the cancellation was completed before the renewal date.

How to Cancel

To cancel, Members must log in to their account at www.scotsmanguide.com, navigate to the membership management section, and follow the cancellation instructions. Alternatively, Members may contact Scotsman Guide for assistance. subscriptions@scotsmanguide.com

Complimentary PRO Memberships and Requestor Status

We may offer complimentary PRO Memberships at no charge to qualified mortgage industry professionals. A complimentary PRO Membership takes effect only when you activate it by creating a new password on your account. By doing so, you affirmatively request the PRO Membership and its PRO Membership Benefits, including any print edition, digital edition, and PRO News, and you become a "Requestor" for circulation audit purposes. You also confirm that the name, company, job title, delivery address, email address, and other qualification information on your account are complete and accurate.

You authorize us to record the date, method, and source of your request and to disclose your request, activation, and qualification information to the Alliance for Audited Media ("AAM"), or any successor auditing organization, and to their auditors. This information is handled in accordance with the Scotsman

Guide Privacy Policy. Complimentary PRO Memberships are subject to periodic requalification, and we may ask you to reconfirm your information.

We may modify, suspend, or terminate any complimentary PRO Membership at any time, for any reason or for no reason, with or without notice, in our sole discretion. No refund or other compensation is owed, and we will have no liability to you or any third party for doing so. Termination ends your access to the PRO Membership Benefits, including PRO News, and any print delivery will cease with the next production cycle. You may update your information, change your delivery preferences, or cancel at any time in your account or by contacting subscriptions@scotsmanguide.com.

Text messages and SMS communications

If you provide a mobile telephone number to us, you agree that we and our service providers may send you text messages (SMS and MMS) about your account and PRO Membership, including one-time passcodes, security and activation notices, requalification, delivery, renewal, and billing notices, and customer service replies. These messages may be sent using an automatic telephone dialing system or other automated technology. We will send marketing or promotional text messages only where you have separately opted in at the point your number is collected, and that consent is never a condition of purchase or of PRO Membership.

Message frequency varies. Message and data rates may apply, and wireless carriers are not liable for delayed or undelivered messages. You may revoke your consent at any time by any reasonable means, including by replying STOP to any message, updating your preferences in your account, or emailing subscriptions@scotsmanguide.com. We will honor revocations within ten (10) business days and may send one confirmation message. Reply HELP for assistance.

You represent that you are the subscriber to, or the customary user of, any mobile telephone number you provide, and you agree to notify us promptly if that number is reassigned or is no longer yours.

User content

We do not own any content, information or material (collectively, "Content") that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may monitor and review the Content on the Website submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display, sell and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. You also grant us the license to use, reproduce, adapt, modify, publish, sell or distribute the Content and data created by you or stored in your user account for commercial, marketing or any similar purpose.

Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If auto-renewal is enabled for your PRO Membership or any other Services you have purchased, you will be charged automatically in accordance

with the term you selected. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Third party services

If you decide to enable, access or use third party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against Scotsman Guide, Inc. with respect to such other services. Scotsman Guide, Inc. is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting Scotsman Guide, Inc. to disclose your data as necessary to facilitate the use or enablement of such other service.

Backups

We perform regular backups of the Website and its Content and will do our best to ensure completeness and accuracy of these backups. In the event of the hardware failure or data loss we will restore backups automatically to minimize the impact and downtime.

Advertisements

During your use of the Website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or

responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not guarantee the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third party. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. Without limiting the foregoing, you are expressly prohibited from using the Website or Services or Content in a way that is in violation of 42 U.S. Code § 3604 regarding discrimination in the sale or rental of housing, or any amendments thereto or similar state or local laws. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Scotsman Guide, Inc. or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Scotsman Guide, Inc. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of Scotsman Guide, Inc. or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third

parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Scotsman Guide, Inc. or third party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Scotsman Guide, Inc., its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Scotsman Guide, Inc. and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Scotsman Guide, Inc. for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Scotsman Guide, Inc. and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time. The modifications will not be retroactive, but will be effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes, and accordingly, you should periodically visit this page to review the current Terms of Use.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not

agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Right to Terminate

We reserve the right to modify, update or discontinue the Website or Services, or any features or portions thereof, without prior notice. You agree that we can suspend or terminate your right to access the Website or Services at any time for any reason without notice, obligation or liability to you.

Acceptable use policy

This acceptable use policy ("Policy") sets forth the general guidelines and acceptable and prohibited uses of the scotsmanguide.com website and/or the lendersearch.com website (each, or both, collectively, "Website" or "Service") and any of its related products and services (collectively, "Services"). This Policy is a legally binding agreement between you ("User", "you" or "your") and Scotsman Guide, Inc. ("Scotsman Guide, Inc.", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Scotsman Guide, Inc., even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services. Additionally, we have developed a Privacy Policy to keep you informed of our practices with respect to the collection, use, disclosure and protection of any information or data you may provide. By entering into this Agreement, you also acknowledge that you have read and agreed to the [Scotsman Guide Privacy Policy](#).

Prohibited activities and uses

You may not use the Website and Services to engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this Policy:

- Distributing malware or other malicious code.
- Disclosing sensitive personal information about others.
- Collecting, or attempting to collect, personal information about third parties without their knowledge or consent.
- Distributing pornography or adult related content.
- Promoting or facilitating prostitution or any escort services.
- Hosting, distributing or linking to child pornography or content that is harmful to minors.
- Promoting or facilitating gambling, violence, terrorist activities or selling weapons or ammunition.

- Engaging in the unlawful distribution of controlled substances, drug contraband or prescription medications.
- Managing payment aggregators or facilitators such as processing payments on behalf of other businesses or charities.
- Facilitating pyramid schemes or other models intended to seek payments from public actors.
- Threatening harm to persons or property or otherwise harassing behavior.
- Purchasing any of the offered Services on someone else's behalf.
- Misrepresenting or fraudulently representing products or services.
- Infringing the intellectual property or other proprietary rights of others.
- Facilitating, aiding, or encouraging any of the above activities through the Website and Services.

System abuse

Any User in violation of the Website and Services security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following:

- Use or distribution of tools designed for compromising security of the Website and Services.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.
- Accessing another network without permission, including to probe or scan for vulnerabilities or breach security or authentication measures.
- Unauthorized scanning or monitoring of data on any network or system without proper authorization of the owner of the system or network.

Service resources

You may not consume excessive amounts of the resources of the Website and Services or use the Website and Services in any way which results in performance issues or which interrupts the Services for other Users. Prohibited activities that contribute to excessive use, include without limitation:

- Deliberate attempts to overload the Website and Services and broadcast attacks (i.e. denial of service attacks).
- Engaging in any other activities that degrade the usability and performance of the Website and Services.

No spam policy

You may not use the Website and Services to send spam or bulk unsolicited messages. We maintain a zero tolerance policy for use of the Website and Services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM").

Your products or services advertised via SPAM (i.e. Spamvertised) may not be used in conjunction with the Website and Services. This provision includes, but is not limited to, SPAM sent via fax, phone, postal mail, email, instant messaging, or newsgroups.

Copyrighted content

Copyrighted material must not be published via the Website and Services without the explicit permission of the copyright owner or a person explicitly authorized to give such permission by the copyright owner. Upon receipt of a claim for copyright infringement, or a notice of such violation, we will immediately run full investigation. However, we generally require a court order from a court of competent jurisdiction, as determined by us in our sole discretion, to take down alleged infringing material from the Website and Services. We may terminate the Service of Users with repeated copyright infringements. Further procedures may be carried out if necessary. We will assume no liability to any User of the Website and Services for the removal of any such material. If you believe your copyright is being infringed by a person or persons using the Website and Services, please get in touch with us to report copyright infringement.

Security

You take full responsibility for maintaining reasonable security precautions for your account. You are responsible for protecting and updating any login account provided to you for the Website and Services. You must protect the confidentiality of your login details, and you should change your password periodically.

Enforcement

We reserve our right to be the sole arbiter in determining the seriousness of each infringement and to immediately take corrective actions, including but not limited to:

- Suspending or terminating your Service with or without notice upon any violation of this Policy. Any violations may also result in the immediate suspension or termination of your account.
- Disabling or removing any content which is prohibited by this Policy, including to prevent harm to others or to us or the Website and Services, as determined by us in our sole discretion.
- Reporting violations to law enforcement as determined by us in our sole discretion.

Suspended and terminated User accounts due to violations will not be re-activated.

Nothing contained in this Policy shall be construed to limit our actions or remedies in any way with respect to any of the prohibited activities. We reserve the right to take any and all additional actions we may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Website and Services, and levying cancellation charges to cover our costs. In addition, we reserve at all times all rights and remedies available to us with respect to such activities at law or in equity.

Reporting violations

If you have discovered and would like to report a violation of this Policy, please contact us immediately. We will investigate the situation and provide you with full assistance.

Changes and amendments

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Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Website and Services.

Disclaimer

This disclaimer ("Disclaimer") sets forth the general guidelines, disclosures, and terms of your use of the scotsmanguide.com website and/or the lendersearch.com website (each, or both, collectively, "Website" or "Service") and any of its related products and services (collectively, "Services"). This Disclaimer is a legally binding agreement between you ("User", "you" or "your") and Scotsman Guide, Inc. ("Scotsman Guide, Inc.", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Disclaimer. If you are entering into this Disclaimer on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Disclaimer, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Disclaimer, you must not accept this Disclaimer and may not access and use the Website and Services. You acknowledge that this Disclaimer is a contract between you and Scotsman Guide, Inc., even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Representation

Any views or opinions represented on the Website belong solely to the content creators and do not represent those of people, institutions or organizations that Scotsman Guide, Inc. or creators may or may not be associated with in professional or personal capacity, unless explicitly stated. Any views or opinions are not intended to malign any religion, ethnic group, club, organization, company, or individual.

Content and postings

You may not modify, print or copy any part of the Website and Services. Inclusion of any part of the Website and Services in another work, whether in printed or electronic or another form or inclusion of any part of the Website and Services on another resource by embedding, framing or otherwise without the express permission of Scotsman Guide, Inc. is prohibited.

Compensation and sponsorship

The Website and Services may contain forms of advertising.

Not legal advice

The information provided on the Website is for general information purposes only and is not an alternative to legal advice from your lawyer, other professional services provider, or expert. It is not intended to provide legal advice or opinions of any kind. You should not act, or refrain from acting, based solely upon the information provided on the Website without first seeking appropriate legal or other

professional advice. If you have any specific questions about any legal matter, you should consult your lawyer, other professional services provider, or expert. You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of the information on the Website.

The information on the Website is provided for your convenience only. This information may have no evidentiary value and should be checked against official sources before it is used for any purposes. It is your responsibility to determine whether this information is admissible in a given judicial or administrative proceeding and whether there are any other evidentiary or filing requirements. Your use of this information is at your own risk.

Not financial advice

The information on the Website is provided for your convenience only and is not intended to be treated as financial, investment, tax, or other advice. Nothing contained on the Website constitutes a solicitation, recommendation, endorsement, or offer by Scotsman Guide, Inc., its agents, employees, contractors, and any affiliated companies to buy or sell any securities or other financial instruments.

All content on this site is the information of a general nature and does not address the circumstances of any particular individual or entity. Nothing on the Website constitutes professional and/or financial advice, nor does any information on the Website constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any information or other content on the Website before making any decisions based on such information. You agree not to hold Scotsman Guide, Inc., its agents, employees, contractors, and any affiliated companies liable for any possible claim for damages arising from any decision you make based on the information made available to you through the Website.

Not investment advice

All investments are highly speculative in nature and involve substantial risk of loss. We encourage everyone to invest very carefully. We also encourage investors to get personal advice from your professional investment advisor and to make independent investigations before acting on information found on the Website. We do not in any way whatsoever warrant or guarantee the success of any action you take in reliance on statements or information available on the Website.

Past performance is not necessarily indicative of future results. All investments carry significant risk and all investment decisions of an individual remain the specific responsibility of that individual. There is no guarantee that systems, indicators, or signals will result in profits or that they will not result in full or partial losses. All investors are advised to fully understand all risks associated with any kind of investing they choose to do.

Reviews and testimonials

Testimonials are received in various forms through a variety of submission methods. The testimonials are not necessarily representative of all of those who will use Website and Services, and Scotsman Guide, Inc. is not responsible for the opinions or comments available on the Website, and does not necessarily share them. All opinions expressed are strictly the views of the reviewers.

Some testimonials may have been edited for clarity, or shortened in cases where the original testimonial included extraneous information of no relevance to the general public. Testimonials may be reviewed for authenticity before they are available for public viewing.

Indemnification and warranties

While we have made every attempt to ensure that the information contained on the Website is correct, Scotsman Guide, Inc. is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information on the Website is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied. In no event will Scotsman Guide, Inc., or its partners, employees or agents, be liable to you or anyone else for any decision made or action taken in reliance on the information on the Website, or for any consequential, special or similar damages, even if advised of the possibility of such damages.

Furthermore, as with any business, your results may vary and will be based on your individual capacity, experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income statements differ by individual. Each individual's success depends on his or her background, dedication, desire and motivation. The use of the information on the Website and Services should be based on your own due diligence and you agree that Scotsman Guide, Inc. is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products, and services reviewed or advertised on the Website. Information contained on the Website are subject to change at any time and without warning.

Changes and amendments

We reserve the right to modify this Disclaimer or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Disclaimer on the Website. When we do, we will revise the updated date at the top of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of this disclaimer

You acknowledge that you have read this Disclaimer and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Disclaimer. If you do not agree to abide by the terms of this Disclaimer, you are not authorized to access or use the Website and Services.

DMCA policy

This Digital Millennium Copyright Act policy ("Policy") applies to the scotsmanguide.com website and/or the lendersearch.com website (each, or both, collectively, "Website" or "Service") and any of its related products and services (collectively, "Services") and outlines how Scotsman Guide, Inc. ("Scotsman Guide, Inc.", "we", "us" or "our") addresses copyright infringement notifications and how you ("you" or "your") may submit a copyright infringement complaint.

Protection of intellectual property is of utmost importance to us and we ask our users and their authorized agents to do the same. It is our policy to expeditiously respond to clear notifications of

alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("DMCA") of 1998, the text of which can be found at the U.S. Copyright Office website.

What to consider before submitting a copyright complaint

Before submitting a copyright complaint to us, consider whether the use could be considered fair use. Fair use states that brief excerpts of copyrighted material may, under certain circumstances, be quoted verbatim for purposes such as criticism, news reporting, teaching, and research, without the need for permission from or payment to the copyright holder. If you have considered fair use, and you still wish to continue with a copyright complaint, you may want to first reach out to the user in question to see if you can resolve the matter directly with the user.

Please note that under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us or our users, if you knowingly misrepresent that the material or activity is infringing. If you are unsure whether the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a notification with us.

We may, at our discretion or as required by law, share a copy of your notification or counter-notification with third parties. This may include sharing the information with the account holder engaged in the allegedly infringing activity or for publication. If you are concerned about your information being forwarded, you may wish to hire an agent to report infringing material for you.

Notifications of infringement

If you are a copyright owner or an agent thereof, and you believe that any material available on our Services infringes your copyrights, then you may submit a written copyright infringement notification ("Notification") using the contact details below pursuant to the DMCA by providing us with the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by this Notification, you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identification of the infringing material and information you claim is infringing (or the subject of infringing activity), including at a minimum, if applicable, the URL or URLs of the web pages where the allegedly infringing material may be found.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf.

All such Notifications must comply with the DMCA requirements. You may refer to a DMCA takedown notice generator or other similar services to avoid making mistake and ensure compliance of your Notification.

Filing a DMCA complaint is the start of a pre-defined legal process. Your complaint will be reviewed for accuracy, validity, and completeness. If your complaint has satisfied these requirements, our response may include the removal or restriction of access to allegedly infringing material as well as a permanent termination of repeat infringers' accounts. We may also require a court order from a court of competent jurisdiction, as determined by us in our sole discretion, before we take any action.

If we remove or restrict access to materials or terminate an account in response to a Notification of alleged infringement, we will make a good faith effort to contact the affected user with information concerning the removal or restriction of access, which may include a full copy of your Notification (including your name, address, phone, and email address).

Notwithstanding anything to the contrary contained in any portion of this Policy, Scotsman Guide, Inc. reserves the right to take no action upon receipt of a DMCA copyright infringement notification if it fails to comply with all the requirements of the DMCA for such notifications. The process described in this Policy does not limit our ability to pursue any other remedies we may have to address suspected infringement.

Changes and amendments

We reserve the right to modify this Policy or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Policy on the Website. When we do, we will revise the updated date at the top of this page.

Reporting copyright infringement

If you would like to notify us of the infringing material or activity, you may write a letter to Scotsman Guide, Inc. PO Box 692 Bothell, WA 98041.

Contacting us

If you would like to contact us to understand more about Scotsman Guide's Terms of Use or wish to contact us concerning any matter relating to it, you may send an email to support@scotsmanguide.com.