

Terms of Use

1.1 About Us.

The Agents Advisor, LLC. and its affiliates, agents, service providers and any successor or assigns (together, "**TAA**," "**we**" or "**us**") connects business owners and legal, tax, insurance and financial institutions with industry leading digital products and services ("**Services**").

1.2 Acceptance of Terms.

By accessing TAA's website software platform (the "**Site**"), you acknowledge and accept the following Terms of Use ("**Terms**"). All visits to this Site are subject to these Terms and our Privacy Policy. When additional terms apply to particular aspects of our Services, those additional terms will be provided as applicable. We may update our Terms from time to time and the most updated version may be accessed here. Any such changes will be effective upon posting, so you should consult the Terms upon each visit.

2.1 Users of Our Site.

Unless otherwise specified these Terms apply to all users of our Site, including clients, customers, businesses, financial service providers, referral partners, and other users ("**User(s)**"). If a particular section applies only to a subset of Site users, then the applicability will be stated in that section.

2.2 Age and Capacity Requirement.

You must be at least 18 years old to use our Services. By using the Site, you certify that you have the legal capacity to form a binding contract and are not a person barred from accessing or using our Services under the laws of any applicable jurisdiction.

2.3 Your Account.

You agree to provide your full name and a valid email address, and any other information as requested to use our Services and maintain your account. You are responsible for maintaining the security of your account credentials and for any activities or actions occurring under your account. You are solely responsible for the accuracy of all data and content submitted by you with respect to the Services. You shall prevent unauthorized access to, or use of, the Services and notify us of any such unauthorized use or access. You shall comply with all applicable law in using the Services. You shall ensure that you have the applicable consent, permission, and authority for us to access and use any content you submit to the Services as contemplated by this Agreement.

2.4 User Generated Content.

All Service content (other than the content created and maintained by TAA), including but not limited to comments, messages, questions, opinions, or other content, submitted by Users to a message board, blog, or other publicly available section of the Service (including password-protected areas), and all responses thereto are solely the opinions and responsibility of the person or entity submitting them and not TAA. You understand and acknowledge that you are responsible for whatever content you submit and that you, not TAA, have full responsibility for such content, including its legality, reliability, and appropriateness. Under no circumstances may you submit information that you know, or have reason to believe, is false or intentionally misleading. By uploading or otherwise transmitting material to any area of the Service, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the Service. You grant to TAA the perpetual, irrevocable, transferable, worldwide, royalty-free right and license to use all content you upload or otherwise transmit to the Service in any manner TAA may choose in connection with the Service. TAA reserves the right, but does not assume any responsibility, to remove any material posted on the Service which TAA, in its sole discretion, deems inconsistent with the foregoing commitments, including without limitation any material as to which TAA has been notified, or have reason to believe, constitutes a copyright infringement. TAA can neither review all material before it is posted on the Service nor ensure prompt removal of objectionable material after it has been posted. Accordingly, TAA will have no liability for any action or inaction regarding or otherwise involving content submitted by Users.

2.5 Right to Terminate User Access.

TAA reserves the right to limit, restrict, and terminate your access to and use of the Service at any time, in whole or in part, with or without cause in its sole discretion and without notice. Neither TAA nor any third-party provider will have any liability in connection with such limitation, restriction, or termination of your access to or use of the Service.

3.1 Usage of our Site.

3.1.1 Consent to Services.

TAA facilitates connections between businesses and financial service providers. By signing up for our Services or submitting a request to be matched for a potential business financing product or service as offered on the Site, you signify your agreement to proceed and that you are consenting, acknowledging, and agreeing to the disclosure of your information with financial service providers within our network. We will not perform a credit check. Please be aware that the financial service providers with whom you are matched and with whom your information is shared may retain your information, even if you do not enter into an agreement for their products or services. Please contact each such party directly regarding their privacy and information policies. Also, if you enter into an agreement with a financial service provider through the Service and make changes to the information you have provided to us, we may share the updated

information with such lenders or service providers. In registering to use the Site, you agree to provide accurate, true, current, and complete information about your business as requested by the registration screens, including information about principal shareholders, officers, and directors of the business. As a convenience to you, the Site will create a profile for your business based on the registration information that you provide. This profile and any registration information you provide will be handled as described in our Privacy Policy.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY INFORMATION YOU PROVIDE TO US ABOUT YOUR BUSINESS IS ACCURATE AND IS NOT CONTRADICTED BY YOUR BUSINESS RECORDS AND PUBLIC FILINGS, SUCH AS, BUT NOT LIMITED TO, YOUR TAX RETURNS AND CORPORATE FILINGS.

3.1.2 Account Cancellation for Misuse.

If any information you provide is untrue, fraudulent, inaccurate or not current, or if TAA has reasonable grounds to suspect that such information is fraudulent, not current, or intended for misuse, TAA, at its sole discretion, has the right to suspend or terminate your order of, use of, and/or access to, any Service and/or the Site, and refuse all current or future orders of, use of, and/or access to, Service and/or the Site, or suspend or terminate any portion thereof. If TAA suspends or terminates your order of, use of, and/or access to, any Service and/or the Site for any purpose other than fraud or misuse, TAA will allow access to retrieve your records and data for 5 business days prior to shut-off. You acknowledge and agree that TAA may, in its sole discretion or as required by law, retain any information you provided to it or generated by TAA (or its affiliates/suppliers, including but not limited to third-party providers) while you have an account with TAA, including any information about you or other information obtained in connection with your account and/or the provision of any Service. If TAA does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time, except as otherwise required by law.

3.1.3 Service Interruptions.

The Services may be subject to limitations, interruptions, delays, and other problems inherent in the use of the Internet and electronic communications. TAA will use reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime or any unavailability caused by circumstances beyond our reasonable control. TAA shall not be responsible for any such limitations, interruptions, delivery failures, or other damages resulting from such problems, including, without limitation, problems in the transmission of data between the services and any third parties or affiliates.

3.1.4 Scope of Site Use and Services.

We reserve the right to withdraw or amend, modify, and update the Site, the Services, or materials made available to you through the Service (including but not limited to any information provided to TAA by third parties) (the "**Materials**") in our sole discretion

without notice. This right includes changing or discontinuing any aspect or feature of the Site or Services or any portion thereof.

3.1.5 Prohibited Activities.

Except as expressly permitted by this Agreement, you will not:

- make the Services or Materials available to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- bypass or breach any security device or protection used by the Service or Materials or access or use the Service or Materials other than by your own use of your then valid access credentials;
- input, upload, transmit or otherwise provide to or through the Service any information or materials that are or could be unlawful or injurious, or contain, transmit or activate any harmful code or could otherwise interfere with the proper working of the Site;
- use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Site, Services, our systems or out provision of services to any third party, in whole or in part; disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Service or any Materials, including any copy thereof;
- access or use the Service or Materials in any manner that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), or right of a third party (including without limitation the intellectual property rights of any third party);
- access or use the Service or Materials for purposes of competitive analysis of the Service or Materials, the development, provision or use of a competing software service or product or any other purpose that is to TAA's detriment or commercial disadvantage;
- use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- otherwise access or use the Service or Materials beyond the scope of the authorization granted hereunder; or
- attempt to do any of the foregoing.

Without limiting the foregoing, in no event may you use the Services to: (i) evaluate applications for accounts intended to be used primarily for personal, family or household purposes; (ii) to identify the risk of consumer accounts; (iii) locate former or delinquent holders of accounts intended to be used primarily for personal, family or household purposes; or (iv) prevent fraud with respect to accounts intended to be used primarily for personal, family or household purposes.

3.1.6 Monitoring and Enforcement Services.

TAA has the right (but not the obligation) to monitor this Site, including all content from Users, for any unauthorized or objectionable conduct and to take all appropriate actions in response, without notice to you. TAA may investigate any complaint regarding or suspected violation of these Terms and may report any activity relating to this Site to regulators, law enforcement officials, or other persons or entities that it deems appropriate. We may monitor your use of the Site and Services and will determine, in our sole discretion, whether there has been a breach of these Terms through your use of the Site or the Service. When a breach of these terms has occurred, we may take such action as we deem to be appropriate. The responses described in these Terms are not exhaustive and we may take any other action we reasonably deem appropriate, including but not limited to pursuing legal or equitable action against you.

3.1.7 Links to Third-Party Websites.

TAA does not review or monitor any websites linked from or to the Site and is not responsible for the content of any such websites, or any products or services contained on or accessible through such other websites, their terms of use or privacy policies. You are advised to review the terms of use and privacy policies of any website that you visit. TAA disclaims responsibility for the privacy policies and customer information practices of third-party internet websites linked from the Site.

3.1.8 International Use.

The Site is operated and controlled by us in the United States, and the content provided in or accessible through the Site is directed at residents of the United States. Despite the global nature of the Internet, TAA makes no claims that the content or the Site are appropriate or may be viewed or used outside the United States. Access to the Site from countries or territories where such access is illegal is prohibited. TAA makes no representations that the transactions, products, or services discussed on or accessible through the Site are available or appropriate for sale or use in all jurisdictions or by all users. Those who access the Site from outside the United States do so on their own initiative, at their own risk, and are responsible for compliance with local laws, rules, and regulations.

3.1.9 Other Media.

The Site may provide certain features, which you may use solely as they are provided by us. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
 - Link to any part of the Site other than the homepage.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without

notice. We may disable all or any features and any links at any time without notice in our discretion.

4.1 Intellectual Property Rights.

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by TAA, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right, title, or interest in or to the Site or any content on the Site is transferred to you, either directly or by estoppel or otherwise, and all rights not expressly granted are reserved by TAA.

You shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, copy, modify, print, store, enhance, adapt, translate, sell, resell, license, sub-license, or transmit any of the material on our Site, except as follows: Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached by your Web browser for display enhancement purposes. You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution. If we provide social media features with certain content, you may take such actions as are enabled by such features. Specifically, but without limiting the general restriction on authorized use as set forth above, you must not:

- Reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Service or Materials, in whole or in part;
- Use any part of the Site or any Services or Materials for your own commercial purposes;
- Exploit any of the content set forth on the Site or the Materials;
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials; or
- Attempt to do any of the foregoing.

4.1.1 License Grant.

You are granted a limited, non-exclusive, non-transferable and terminable license, subject to the terms and limitations of this Agreement, to access and use the Services. Your license is individual, personal, and non-transferable. Your license is limited to one authorized user per account and as otherwise set forth in these Terms. You may not assign or sublicense your license to anyone. You certify, represent, warrant, and agree that you shall access and use the Services, including all Content and other materials made available through the Services for legal and legitimate purposes and in a manner that complies with all applicable local, state, national and international laws, regulations, or conventions at all times. All rights not expressly granted to you are reserved by TAA.

4.1.2 Marks and Notices.

You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. The TAA, and all TAA brands, names and logos (the "**TAA Marks**") are trademarks or service marks of TAA, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of TAA. In addition, all page headers, designs, custom graphics, button icons, scripts, text, and other files, and the selection, arrangement, and organization thereof, are the intellectual property of TAA, and are service marks, trademarks and/or trade dress of TAA and may not be copied, imitated, or used, in whole or in part, without the prior written permission of TAA. Except as explicitly provided, neither the Services nor this Agreement grant you any right, title, or interest in or to any such TAA Marks.

4.1.3 Copyright Policy, DMCA Notice, and Copyright Agent.

It is our policy to terminate user accounts of any user who repeatedly infringes copyright or other intellectual property rights upon prompt notification to us by the intellectual property owner or the intellectual property owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or through the Services in a way that constitutes copyright infringement, or violates other intellectual property rights, please provide our Copyright Agent with the following information: 1) Your name, address, telephone number, and e-mail address; 2) An identification of the copyrighted work that you claim has been infringed; 3) A description of where the material that you claim is infringing is located on the Services; 4) A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 5) A statement by you made UNDER PENALTY OF PERJURY that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

4.1.3.1 Copyright Agent.

You may send a DMCA notice, a DMCA counter-notification, or any other inquiries concerning Intellectual Property or Proprietary Rights to our Copyright Agent:

5.1 DISCLAIMERS.

5.1.1 DESTRUCTIVE CODE DISCLAIMER.

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. YOUR USE OF THE SITE, THE SERVICES, AND THE MATERIALS ARE AT YOUR OWN RISK.

5.1.2 THIRD-PARTY DISCLAIMER.

YOU ACKNOWLEDGE AND AGREE THAT WE MAY USE THIRD-PARTY VENDORS AND HOSTING PARTNERS TO PROVIDE HARDWARE, SOFTWARE, NETWORKING, STORAGE, AND RELATED TECHNOLOGY TO RUN THE SERVICES. WE MAY PROVIDE THE ABILITY TO INTEGRATE THE SERVICES WITH CERTAIN THIRD-PARTY APPLICATIONS THAT MAY BE UTILIZED AT YOUR OWN OPTION AND RISK. YOU UNDERSTAND AND AGREE THAT TAA HAS NO LIABILITY ARISING FROM THE USE OF SUCH THIRD-PARTY VENDORS, PARTNERS, OR INTEGRATIONS WITH THIRD-PARTY APPLICATIONS.

5.1.3 BETA DISCLAIMER.

FROM TIME TO TIME, TAA MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT ON THE SITE OR SERVICES. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT TAA'S SOLE DISCRETION. THE OTHER PROVISIONS OF THIS DISCLAIMER OF WARRANTY SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

5.1.4 SECURITY DISCLAIMER.

TAA HAS IMPLEMENTED TECHNICAL AND ORGANIZATIONAL MEASURES CONSISTENT WITH THE PREVAILING INDUSTRY STANDARDS. HOWEVER, TAA CANNOT GUARANTEE THAT UNAUTHORIZED THIRD-PARTIES WILL NEVER BE ABLE TO DEFEAT THOSE MEASURES AND EXPRESSLY DENIES ANY RESPONSIBILITY FOR DAMAGES, MONETARY OR OTHERWISE, RESULTING FROM UNAUTHORIZED THIRD-PARTY ACCESS TO YOUR ACCOUNT OR USE, ALTERATION, OR DISCLOSURE OF USER OR COMPANY DATA.

5.1.5 GENERAL DISCLAIMER.

TAA DOES NOT: (I) GUARANTEE FUNDING OF ANY KIND; (II) NEGOTIATE OR ASSIST IN THE LOAN APPLICATION PROCESS ON YOUR BEHALF; (III) MAKE ANY LOANS, FINANCING TRANSACTIONS, OR CREDIT DECISIONS; OR (IV) ISSUE COMMITMENTS OR ANY LOAN OR FINANCING AGREEMENTS. TAA MAY NOT BE ABLE TO PROVIDE MATCHES FOR EVERY USER. FURTHER, TAA MAKES NO GUARANTEES AS TO THE NUMBER OF MATCHES OR THE ABILITY TO OBTAIN BUSINESS FINANCING.

5.1.6 PROVIDED AS-IS.

THIS SITE AND ALL MATERIALS, PRODUCTS AND SERVICES PROVIDED TO YOU BY TAA, THROUGH THE SITE OR AS PART OF THE SERVICES, INCLUDING ANY CHANGES, IMPROVEMENTS, AMENDMENTS OR OTHER MODIFICATIONS THERETO, ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS AND TAA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,

OR OTHERWISE WITH RESPECT TO SUCH ITEMS OR THE USE THEREOF, INCLUDING ANY WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.1.7 FURTHER WARRANTY LIMITATIONS.

TAA DOES NOT WARRANT THE COMPLETENESS, ACCURACY, OR USEFULNESS OF ANY INFORMATION PROVIDED TO YOU VIA THE SITE OR THE SERVICES. SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. THE EVALUATION OF THE ACCURACY, COMPLETENESS OR USEFULNESS OF SUCH ITEMS, THE INFORMATION CONTAINED THEREIN, AND ANY OPINION, ADVICE OR OTHER CONTENT RELATED THERETO THAT IS PROVIDED TO YOU BY TAA OR ITS AFFILIATES, WHETHER THROUGH THE SITE OR AS PART OF THE SERVICES, IS YOUR RESPONSIBILITY.

5.1.8 The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

5.2 LIABILITY WAIVERS.

5.2.1 LIMITATION OF LIABILITY.

YOU AGREE THAT TAA AND ITS AFFILIATES, OFFICERS, EMPLOYEES, BOARD MEMBERS, AND AGENTS ARE NOT, AND WILL NOT BE, LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR THE INABILITY TO USE THE SITE AND/OR THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED THROUGH THE SITE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO TAA'S RECORDS, PROGRAMS OR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TAA AND/OR ITS SUPPLIERS, PROVIDERS, AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

5.2.2 DAMAGES LIMITED.

UNDER NO CIRCUMSTANCES WILL TAA'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS TERMS OR THE USE OF THE SERVICES OR SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT OR SUBSCRIPTION, OR, IF YOU HAVE NOT PAID TAA FOR THE USE OF ANY SERVICES, THE AMOUNT OF USE, \$25.00 OR ITS EQUIVALENT.

6.1.1 Indemnification.

As a condition of use of this Site and/or the Services, you hereby agree to indemnify and hold harmless, and at TAA's option, defend TAA and its affiliates its officers, directors, employees, agents and third parties from and against any and all liabilities, costs, expenses (including any reasonable attorneys' fees), and other damages arising out of or related to claims resulting from your use of this Site and/or the Services alleging facts that, if true, would constitute your breach of the terms, conditions, representations, warranties or covenants contained in these Terms or the Privacy Policy. Notwithstanding the foregoing, if you do assume the obligation to defend such claims, you may not settle any such claim against TAA unless we consent to such settlement, and further provided that TAA will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice, in which event you will fully cooperate with TAA in asserting any available defenses.

7.1.1 Electronic Communications.

Because TAA's electronic platform operates only online, if you choose to use, access, or participate in our Services, including the request for Services, you consent to transact business with us online and electronically.

7.1.2 E-SIGN Consent to Electronic Signatures and Electronic Delivery of Disclosures and Notices.

Your use of this site, and its affiliate sites, means that you consent to electronically receive all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Site and/or the Service, including, but not limited to, information or correspondence regarding any financing about which you may inquire or receive.

7.1.3 Access to Notices and Disclosures Delivered Electronically.

The format of the electronic documents may vary based on the device you use to access your accounts ("Device"). You will need a valid email address, connection to the internet, and the following hardware and software to view the notices and disclosures we deliver to you electronically:

- Browser: a current version of the browsers supported by our Site, which include Microsoft Edge, Google Chrome, Mozilla Firefox, or Apple Safari.

- PDF reader: a current version of a program that reads and displays PDF files (such as Adobe Acrobat Reader).
- Operating System: an operating system that supports a current version of one of the browsers listed above and a current version of a program that reads and displays PDF files, including the most current version of Microsoft Windows and Apple OS for personal computers and iOS, Android, or Windows Phone for mobile devices.
- Device: a Device that can connect to the internet and has enough storage capacity to download and save the notices and disclosures we send you or the ability to print notices and disclosures from your Device.

7.1.4 How to Obtain Paper Copies.

You may request a free paper copy of any of the notices and disclosures we provide you electronically by contacting us at info@theagentsadvisor.com. You may also download and print any notices or disclosures we send you for your personal review. We may at our option deliver information to you on paper and may also require that certain communications from you be delivered to us on paper at a specified address.

7.1.5 Withdrawal of Consent.

Prior to completion of a match, introduction, or potential financing criteria request, you may withdraw your consent to receiving notices and disclosures in electronic form by cancelling your request. If you do not consent to receive account notices and disclosures electronically, we cannot accept and process your request for a match, introduction, or additional communication. If you wish to withdraw your consent after you have completed your transaction with a financial services provider, you may contact us at info@theagentsadvisor.com. There is no fee to process your withdrawal of this consent. Any withdrawal of this consent will be effective only after we have a reasonable time period to process your withdrawal.

7.1.6 Updating Your Email Address.

It is your responsibility to provide us with a valid email address and to promptly notify us of any changes in this information.

7.1.7 Acknowledgement.

By accessing the Site, and utilizing our Services, you acknowledge that you have read and understand this E-SIGN Consent and that you are able to access notices and disclosures delivered electronically. Reliance and Assumption of Risk is at your sole discretion and risk. You have independently evaluated the desirability of using our Services. You are not relying on any representation, guarantee, or statement other than this contract. You shall not rely on the accuracy, completeness, usefulness or legality of the Services or any Content or information made available through the Services at any time. You shall bear all risks of and are solely responsible for your use of the Services and all Content or information made available to you through Services.

7.1.8 Consent to Telephone Calls, Emails, and SMS (Text) Messages.

By accessing our site and utilizing any Product or Service offered by TAA, you expressly consent to be contacted by us, our agents, representatives, affiliates, matched lenders, introduced lenders, referral partners, or anyone calling on our behalf or related to our Services for any and all purposes, at any telephone number (including mobile numbers) or physical or electronic address you provide or at which you may be reached. You agree that we may contact you in any way, including by SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using an automatic telephone dialing system or an automatic texting system. You agree that even if you are currently on a Do Not Call list that your acceptance of our Terms supersedes an adherence to your previous elections and actions. Automated messages may be played when the telephone is answered whether by you or someone else; and you agree that agents or representatives may leave a message on your answering machine, voice mail, or may send a message by text. Your consent indicates your representation that any telephone numbers you provide to us are your telephone number(s), not those of a third party, other than a business entity of which you represent as agent or employee; and you further understand your consent means that you are permitted to receive calls at any telephone number provided to us. You will be offered the opportunity to enroll in our SMS/text messaging program, through which you may receive account-related news and alerts and/or offers for products and services from TAA. If you choose to receive such SMS/text messages, you warrant that any such number provided belongs to you and that you are authorized to receive SMS/text messages at that number. You acknowledge and consent that some SMS/text messages may be sent using an automatic telephone dialing system and that standard message and data rates apply. Your mobile telephone provider will charge you according to the type of plan you carry; you consent and agree that TAA is not responsible for any charges you incur as a result of receiving such SMS/text messages. You are not required to consent to SMS/text messages from TAA in order to use its Services.

7.1.9 Call Recording and Monitoring.

Your use of our Services means that you consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with us (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) or that we (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) place to you.

8.1 This Site is for general informational purposes only.

9.1 Miscellaneous Legal Provisions.

9.1.1 Governing Law and Jurisdiction.

All matters relating to the Site and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Indiana

without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any dispute relating to these Terms, or your use of the Site will be resolved solely in the state or federal courts located in Indiana. You agree to waive trial by jury in any such action.

9.1.2 Waiver and Severability.

No waiver by TAA of any term or condition set out in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TAA to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. Should any part of these Terms be determined to be illegal, invalid, void or otherwise unenforceable pursuant to Applicable Law including, without limitation, any warranty disclaimers, liability limitations or arbitration provisions set forth above, then such illegal, invalid, void or otherwise unenforceable provision shall be deemed to be superseded by a validly enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in effect. You irrevocably agree that a printed copy of these Terms (along with evidence of your acceptance hereof, including evidence of your use of the Site or Services while the Terms are in effect), and any notice given hereunder electronically, will be admissible in any judicial, administrative or arbitration proceedings arising out or otherwise relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated, maintained, and executed in printed form. All TAA's rights that are not expressly granted herein are hereby reserved.

9.1.3 Disclosure by Law.

You acknowledge and agree that TAA may disclose information you provide if required to do so by law, at the request of a third-party, or if we, in our sole discretion, believe that disclosure is reasonable to (i) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); or (ii) protect or defend TAA's, or a third-party's, rights or property.

9.1.4 Term and Termination.

This agreement will become effective upon your acceptance of the Terms by your use of the Site or Services and will remain in effect in perpetuity unless terminated hereunder. Either you or TAA may terminate your account at any time, for any reason or no reason, without explanation, effective upon written notice to the other party. TAA reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Terms, you agree that all fees then paid to TAA by you will be nonrefundable and all outstanding or pending payments will immediately be due. You may terminate your account by following the steps in the applicable section under "Cancellations" below.

9.1.5 Cancellations.

The cancellation procedures in this section do not apply to any lender that has entered into a Subscription Agreement with TAA. The terms of cancellation for lenders will be contained in its Subscription Agreement. The following only applies to potential lenders or borrowers. Except as otherwise stated in this section, you may cancel your account by emailing TAA at: info@theagentsadvisor.com.

9.1.6 Feedback.

You may from time to time provide feedback, suggestions, comments, improvements, modification, or other information (including any ideas, concepts, "know-how" or techniques contained therein) to TAA with respect to the Services (collectively "Feedback"). You acknowledge and agree that any Feedback you provide to us about the Services or their performance, even if designated as confidential by you, shall not create any confidentiality obligation for TAA and shall not be deemed as Confidential Information under this Agreement. You hereby grant to TAA a non-exclusive, worldwide, perpetual, irrevocable, transferable, sub- licensable, royalty-free, fully paid-up license to use and exploit Feedback for any purpose. Feedback may be used, disclosed, disseminated and/or published by us for any purpose, including for developing, manufacturing, and marketing products incorporating such Feedback, without further obligation or payment of any kind to you, and you waive any rights whatsoever in or to all Feedback.

9.1.7 Entire Agreement.

The Terms, our Privacy Policy, and any Services Agreement between you and TAA constitute the sole and entire agreement between you and TAA regarding the Site, Services, and Materials and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site, Services, and Materials. If you enter into a Services Agreement with TAA and any terms thereof are inconsistent with these Terms of Use, then the Services Agreement will control. **PLEASE PRINT AND RETAIN A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.**

9.1.8 Export.

The Services and related technical data are subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations and may be subject to export or import regulations of other countries. You agree that you will not nor permit others to export or re- export the Services in any form in violation of any applicable export or import laws of any jurisdiction.

9.1.9 Government Use.

If the Services are being acquired or have been acquired with U.S. Federal Government funds, or you are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification,

disclosure or transfer of the Services, or any related documentation of any kind, including technical data, or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Service is a COMMERCIAL ITEM AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use by the U.S. Federal Government is further restricted according to the terms of this Agreement and any amendment hereto.

Contact Information. You can contact us about these Terms by writing us, via email, at the following address: Email: info@theagentsadvisor.com

END OF TERMS OF USE