

THE FOLLOWING DESCRIBES THE TERMS ON WHICH LENDINGART MEDIA GROUP INC. OFFERS YOU ACCESS TO OUR WEB SITE AND SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY. BY USING OUR WEB SITE AND SERVICES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS.

Terms and Conditions for Use of LendingArt Media Group Inc's. Services

Welcome to LendingArt Media Group Inc.. LendingArt Media Group Inc. ("LendingArt") uses a unique business process and innovative technology to bring to you a new and exciting way to obtain loan eligibility and loan pricing.

When accessing the pages or the information contained on the LendingArt web site, <http://www.LendingArt.com> ("the Site" or "our Site"), or by using the LendingArt services (the "Services") in any manner, you must adhere to the terms of this agreement (the "Agreement"). When using particular LendingArt Services, you may also be subject to additional guidelines or rules which we may post from time to time. In addition, if you arrive at our Site through any of our partners' or affiliate web sites, you may also be subject to the terms and conditions of that web site. All such guidelines and rules are hereby incorporated by reference into this Agreement. If you do not agree to the terms of this Agreement, please exit the Site immediately, and cease all use of our Services.

You may review a current version of this Agreement at any time by clicking on the User Agreement link at the bottom of the page of the Site.

1. **Modifications of Terms:** We reserve the right to make changes to this Agreement, or the guidelines or rules incorporated herein, at any time. The new modified agreement will be available on our Site. In addition, we may notify you directly (via email) of such changes. Your continued use of our Site will signify your acceptance of any revised terms to this Agreement. Therefore, you should regularly visit this page to make yourself familiar with our most current Agreement. This Agreement may not otherwise be amended, except in writing, by both you and LendingArt. Unless otherwise stated, all amended terms to this Agreement shall be effective immediately once notice of those changes is posted on our Announcement Board. We last updated this Agreement on May 15th, 2008.
2. **Membership / Access Eligibility:** Our Services are available only to, and may be used only by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our Services are not available to children (persons under the age of 18) unless their use of our Services is in conjunction with and under the supervision of a parent or legal guardian. Further, our Services are not available to any person whose LendingArt membership has been suspended (temporarily or indefinitely) or permanently terminated. If you do not qualify, please do not use our Site.

If you are using the Site or our Services on behalf of a business entity, you represent that you have the authority to bind the entity to this Agreement.

You agree that LendingArt may, under certain circumstances and without prior notice, immediately terminate Your Account (as defined below), and your access to our Services. Cause for termination shall include, but not be limited to, (a) breach of this Agreement or other guidelines or rules incorporated herein, (b) request by law enforcement or other government agencies, (c) request by you, (d) discontinuance or material modification to our Services (or any part thereof),

(e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. You agree that any termination shall be at LendingArt's sole discretion, and that LendingArt shall not be liable to you or any third-party for any termination of Your Account or your access to our Services.

3. Business Directory Registration / Your Account: You may browse the Site for free and without registering. However, you must register as a user ("Registration") to utilize our eligibility and pricing services, post a business listing or post any other content on our Site. During Registration you will be asked to create an account consisting of a User ID and Password ("Your Account") to identify yourself in future visits to the Site. You will be asked to provide information such as your name, address, telephone number, email address, city, state and zip code. All of the information that you provide during Registration is collected according to the terms of our Privacy Policy (<http://www.LendingArt.com/privacypolicy.htm>). It is your responsibility to maintain the confidentiality of your User ID and Password and you agree to accept responsibility for all activities that occur under Your Account. You may not transfer, assign or sell Your Account (including rating and feedback) to any third party.

PLEASE NOTE: You MUST provide accurate and current information to us. If you provide any information that is false, misleading, inaccurate, not current or incomplete during Registration or otherwise, LendingArt may suspend (temporarily or indefinitely) or permanently terminate Your Account and refuse any and all current or future use of the Site and our Services (or any portion thereof). Without limiting any other remedies, LendingArt has the right to suspend (temporarily or indefinitely) or permanently terminate Your Account if we suspect that you have engaged in any fraudulent activity through the Site.

4. Use and Ownership of User Data: LendingArt takes user input data and the privacy of such input data very seriously. Your contact information such as email address may be shared with third parties in order for them to provide you with products and services related to the content of the LendingArt site. If you registered for the LendingArt service through a co-brand web site, then your information may be shared with that co-brand partner for audit purposes. Co-brand partners may contact you in regards to their services, subject to the terms and conditions of their company's privacy policies and user agreement.

We reserve the right to change, suspend or discontinue the fees due for our Services at any time in our sole discretion. Temporary changes to our fees (for example, discounts or free promotional offers) will be effective when we post information about such promotional events on our Site.

5. Use and Ownership of Loan Scenario Data: LendingArt provides product eligibility and loan pricing tools to users on our Site. No specific loan data is ever shared, sold or used in any way other than to provide the user with eligibility and pricing data. Individual loan scenario data may be aggregated with other loan scenario data for purposes of statistical data analysis.
6. Accuracy of Data: The content on this site, including news, guidelines, pricing data and other information, is provided by LendingArt and its third party content providers for your personal information only. Neither LendingArt nor its third party content providers shall be liable for any errors, inaccuracies or delays in content or data, or for any actions taken in reliance thereon. LendingArt EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO

THE ACCURACY OF ANY THE CONTENT OR DATA PROVIDED, OR AS TO THE FITNESS OF THE INFORMATION FOR ANY PURPOSE. Although LendingArt makes reasonable efforts to obtain reliable content and data from third parties, LendingArt does not guarantee the accuracy of any third party content provider. This site may point to other Internet sites that may be of interest to you; however LendingArt does not endorse or take responsibility for the content on such other sites.

7. User Information: "User Information" is defined as any and all information or data you provide to LendingArt or other users during the Registration, eligibility, pricing or any other process, and through any interactive feature of the system, including email. You represent and warrant that your User Information (i) is not false, inaccurate, incomplete or misleading; (ii) is not fraudulent and does not involve the sale of illegal, counterfeit or stolen items; (iii) does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iv) does not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (v) is not defamatory, libelous, unlawfully threatening or unlawfully harassing; (vi) is not obscene and does not contain child pornography; (vii) does not contain any viruses, Trojan horses, worms, time bombs, bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (viii) does not create liability for LendingArt nor cause LendingArt to lose (in whole or in part) the services of our ISPs or other suppliers; and (ix) does not link directly or indirectly to another web site. Furthermore, you may not list any item on our Site (or consummate any transaction that was initiated using our Service) that, by paying to us a listing or other type of transaction fee pursuant to our Fee Policy, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current listing restrictions. You agree not to make use of any other user's User Information other than as necessary to complete any transactions in which you and that user are involved.
8. Billing Process: The credit card that you provide as part of your Registration Data for Pay-As-You-Go Pricing will automatically and immediately be billed. All currency references are in U.S. dollars.
9. Payment for Subscription Plans: Payment occurs on a pre-pay basis and payment will be replenished periodically by the user as the balance decreases as a result of usage. The minimum replenishment amount will be posted on the web site. If the credit card information is retained for future billing, you agree to allow LendingArt to charge the credit card on an ongoing basis for LendingArt services you order.
10. Termination/Cancellation of Service: If you elect to cancel services, you agree that any remaining account balances will be forfeited. ***You agree that there will be NO refunds either in part or in whole of any remaining balances.***
11. License of User Information: You agree to grant and hereby do grant LendingArt a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right and license to exercise all copyright, publicity and database rights you have, in any existing or future media, known or unknown, in your User Information, provided, however, that LendingArt will at all times comply with its Privacy Policy.
12. Use Restrictions: Our Site and Services may be used only for lawful purposes. You may not use the Site or our Services to transmit, post, distribute or store any material or conduct any activities

in violation of any applicable local, state, provincial, federal or foreign law or regulation. This includes without limitation any unauthorized use or distribution of material protected by patent, copyright, trademark or other intellectual property right, or the sale or distribution of material that is obscene, defamatory or libelous, constitutes an illegal threat, violates rights of privacy or publicity or violates export control laws. You agree to comply with any applicable laws, statutes, ordinances and regulations in your use of the Site and our Services. You agree not to use the Site or our Services in any manner that violates, or proposes a transaction which, if consummated, would violate any law, statute, ordinance or regulation, expose LendingArt to civil or criminal liability, or violate this Agreement. You agree that you are solely responsible for obtaining all necessary licenses and permissions necessary for your transactions and for verifying that other Site users with whom you transact do the same. You agree that you will not use any information gained from the Site or our Services, including without limitation information you learn about any buyer, seller or other users, for any purpose not necessary to complete transactions on our Site.

13. Content Policy: You agree not to post any Offensive Content on the Site or post any links or URL's (web addresses) to sites containing Offensive Content. "Offensive Content" includes, without limitation, words, images, sounds or other content which: (i) is profane, obscene or involves child pornography; (ii) denigrates a class of people because of their race, religion, country of origin, sexual orientation or gender; (iii) depicts violent or criminal acts, perpetrators or victims of violence or crime, or seeks to incite violence or crime; (iv) relates or pertains to any "hate group," i.e., groups that are organized in part to promote the oppression of or assert the supremacy of any class of people; or (v) contains defamatory or libelous statements or unlawfully disparaging remarks or threats.
14. Breach: Without limiting other remedies, we may limit your activity, immediately remove your listings, posts, warn our community or specific users within our community of your actions, temporarily suspend, indefinitely suspend or terminate Your Account and refuse to provide our Services to you if: (a) you breach this Agreement or the guidelines or rules it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or LendingArt Media Group Inc.
15. Release: You agree that LendingArt is not a party to any negotiations or transactions between the buyers and sellers who use its Site. In the event that you have a dispute with one or more users arising from any communications, negotiations, transactions, or other activities conducted or initiated through the Site or our Services, you release LendingArt Media Group Inc. and (as applicable) its officers, directors, employees, agents, parents, subsidiaries, partners and affiliates from claims, demands, and damages (actual and consequential) of every kind and nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."
16. DISCLAIMER OF WARRANTIES: YOU AGREE THAT USE OF THE SITE AND OUR SERVICES IS AT YOUR SOLE RISK. THE SITE AND OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. LENDINGART EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NONINTERFERENCE WITH YOUR ENJOYMENT OF THE SITE OR SERVICES. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

17. LENDINGART MAKES NO WARRANTY THAT THE SITE OR OUR SERVICES WILL SATISFY YOUR REQUIREMENTS, OR THAT THE AVAILABILITY OF THE SITE OR OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR VIRUS FREE. NOR DOES LENDINGART MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR OUR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SITE OR OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT OBTAINING ANY INFORMATION OR MATERIAL AND/OR GOODS OR SERVICES THROUGH THE SITE OR OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ANY TRANSACTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LENDINGART OR THROUGH OR FROM THE SITE OR OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

18. LIMITATION OF LIABILITY: IN NO EVENT SHALL LENDINGART OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, PARTNERS AND AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (HOWSOEVER ARISING, INCLUDING GROSS NEGLIGENCE), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, RESULTING FROM OR IN CONNECTION WITH (I) OUR SITE, SERVICES OR THIS AGREEMENT, (II) THE RECEIPT OR LOSS OF DATA, INFORMATION OR MESSAGES TRANSMITTED THROUGH THE SITE OR OUR SERVICES, (III) TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR OUR SERVICES, OR (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR INFORMATION, EVEN IF LENDINGART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LENDINGART BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR THE INTERRUPTION, SUSPENSION OR TERMINATION OF THE SITE OR OUR SERVICES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT.

IN NO EVENT SHALL LENDINGART'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS, OR CAUSE OF ACTION EXCEED THE LESSER OF (I) THE DOLLAR VALUE OF THE ACTUAL LOSS OR (II) ONE HUNDRED DOLLARS (\$100). Some jurisdictions do not allow the limitation or exclusion of warranties or of liability for incidental or consequential damages so some of the foregoing above may not apply to you.

19. Indemnity: You agree to defend, indemnify and hold LendingArt and (as applicable) its officers, directors, employees, agents, parents, subsidiaries, partners and affiliates harmless from and against any and all claims made by or liabilities to any third party resulting from any activities conducted under Your Account, your use or misuse of the Site or our Services, including, but not

limited to, posting content on the Site, entering into transactions with other Site users, contacting others as a result of their posting(s) on the Site, infringing a third party's intellectual property or other rights, failing to deliver goods or payment to other Site users or otherwise arising out of your breach of this Agreement.

20. Notice: Any notices given pursuant to this Agreement that are directed to LendingArt shall be given by postal mail to: LendingArt Media Group Inc., 100 Valley Road, Mt Arlington, New Jersey 07856, Attn: Legal. Any notice from LendingArt that is directed to you shall be delivered to the mailing address or email address you provided us at the time of Registration, or as you may update that information from time to time. Notice shall be deemed given twenty four (24) hours after email is sent or, in the case of notice sent via postal mail, three (3) business days after the date of mailing.
21. Language: It is the express intent of the parties that this Agreement and any related documents be drawn up and executed in the English language.
22. General: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles, as if formed by and between New Jersey residents. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You and LendingArt agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Morris, New Jersey. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section of this Agreement. If any part of this Agreement is deemed invalid or void, that part of the Agreement shall be deemed severable and shall not affect the validity or enforceability of any of the remaining conditions. LendingArt's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You and LendingArt are independent contractors. No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. You agree that, except as expressly provided herein, there shall be no third party beneficiaries to this Agreement. Sections 10 (Termination/Cancellation of Service), 11 (License of User Information), 15 (Release), 16 (Disclaimer of Warranties), 18 (Limitation of Liability), 19 (Indemnity), 20 (Notice) and 22 (General) shall survive any expiration or termination of this Agreement. In addition, other rules and guidelines posted throughout the Site may govern your activities and use of our Services.

Corporate Offices

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**ASP SOFTWARE LICENSE AGREEMENT
IMPORTANT PLEASE READ CAREFULLY**

This ASP Software License Agreement along with all materials referenced herein ("Agreement") is a legal agreement between an entity ("User") and LENDINGART MEDIA GROUP, INC. ("LENDINGART MEDIA GROUP") permitting User to access and use, subject to the terms of this Agreement, (i) LENDINGART MEDIA GROUP's loan eligibility and pricing software provided electronically ("Software") and (ii) services relating to User's access and use of the Software, including the content therein and hardware and software relating thereto ("Services"). **USER MUST READ THIS AGREEMENT CAREFULLY BEFORE INDICATING ACCEPTANCE AT THE END BY CLICKING THE "I ACCEPT" BUTTON. IF USER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "I DO NOT ACCEPT" BUTTON AT THE END OF THIS AGREEMENT AND USER WILL NOT BE PERMITTED TO ACCESS AND USE THE SOFTWARE AND SERVICES.**

1. LICENSE GRANT. Subject to the terms of this Agreement, LENDINGART MEDIA GROUP grants User a nonexclusive, nontransferable license to access and use the Software and Services without the right to sublicense such rights, provided User unconditionally agrees to access and use the Software and Services in accordance with this Agreement ("License"). Under the License, User may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results, and other information or materials generated from User's access and use of the Software and Services. Any updates, modifications, enhancements or new versions of the Software and Services provided or made available to User by LENDINGART MEDIA GROUP shall be considered Software and Services subject to this Agreement. LENDINGART MEDIA GROUP may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Software and Services without notice to User or any liability to LENDINGART MEDIA GROUP or any LENDINGART MEDIA GROUP Party (as defined in Section 2); however, LENDINGART MEDIA GROUP agrees to make commercially reasonable efforts to provide User with prior notice of any such changes.

2. DISCLAIMERS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SOFTWARE AND SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDINGART MEDIA GROUP AND ITS DIRECTORS, OFFICERS, LICENSORS, SUBCONTRACTORS AND AGENTS ("LENDINGART MEDIA GROUP PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE AND SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY; (B) NEITHER LENDINGART MEDIA GROUP NOR ANY LENDINGART MEDIA GROUP PARTY WARRANTS THAT THE SOFTWARE AND SERVICES ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; (C) USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF LENDINGART MEDIA GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) EACH OF LENDINGART MEDIA GROUP AND THE LENDINGART MEDIA GROUP PARTIES DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS, DATA, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY USER FROM ACCESSING AND/OR USING THE SOFTWARE AND/OR SERVICES OR OTHERWISE RESULTING FROM THIS AGREEMENT, AND (E) USE OF THE SOFTWARE, SERVICES AND REPORTS IS ENTIRELY AT USER'S OWN RISK AND LENDINGART MEDIA GROUP AND EACH OF LENDINGART MEDIA GROUP PARTIES SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR.

3. LIMITATIONS ON LIABILITY. THE TOTAL LIABILITY OF LENDINGART MEDIA GROUP AND THE LENDINGART MEDIA GROUP PARTIES IN THE AGGREGATE TO USER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND SERVICES WILL BE LIMITED TO THE PAYMENTS RECEIVED FROM USER UNDER THIS AGREEMENT. LENDINGART MEDIA GROUP AND THE LENDINGART MEDIA GROUP PARTIES SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND/OR SERVICES, WHETHER OR NOT LENDINGART MEDIA GROUP AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING GROSS NEGLIGENCE). LENDINGART MEDIA GROUP AND THE LENDINGART MEDIA GROUP PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ALTERATION, DESTRUCTION OR LOSS OF ANY DATA OR INFORMATION INPUT, GENERATED OR OBTAINED FROM ACCESS AND/OR USE OF THE SOFTWARE AND SERVICES, INCLUDING ANY REPORTS OR NUMERIC RESULTS, WHETHER OR NOT LENDINGART MEDIA GROUP AND THE LENDINGART MEDIA GROUP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LENDINGART MEDIA GROUP AND USER, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS. IF USER IS NOT SATISFIED WITH THE SOFTWARE AND SERVICES, THE ENTIRE LIABILITY OF LENDINGART MEDIA GROUP AND THE LENDINGART MEDIA GROUP PARTIES, AND USER'S EXCLUSIVE REMEDY, SHALL BE TO IMMEDIATELY STOP ACCESSING AND USING THE SOFTWARE AND SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES (SUCH AS CONSEQUENTIAL OR INCIDENTAL DAMAGES), OR THE EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. NOTWITHSTANDING THE FOREGOING, LENDINGART MEDIA GROUP WILL INDEMNIFY USER AND HOLD IT HARMLESS FROM AND AGAINST ANY LIABILITY, JUDGMENTS, CLAIMS, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) RESULTING FROM OR RELATED TO A CLAIM BY ANY PARTY CLAIMING DAMAGES FOR INFRINGEMENT OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY BASED ON MATERIAL SUPPLIED BY LENDINGART MEDIA GROUP TO USER UNDER THIS AGREEMENT.

4. REGISTERED AND LICENSED USERS. In order for User to access and use the Software and Services, User shall register with LENDINGART MEDIA GROUP, provide LENDINGART MEDIA GROUP with an email address, pay the license fee ("Fee") and create a unique password for accessing the Software and Services ("Password"). The Fee shall be determined at the time of registration based on the number of licensed users of the Software and Services, and such Fee is non-refundable. Upon creating a Password, User may issue unique passwords to its employees and agents (as described in subsection (a) of Section 7(B) of this Agreement) up to the number of licensed users paid for by User ("Licensed Users"). LENDINGART MEDIA GROUP and User acknowledge and agree that LENDINGART MEDIA GROUP may obtain email addresses from Licensed Users upon their accessing and using the Software and Services. User is responsible and wholly liable for all acts or omissions committed under User's Password and any and all passwords issued by User to Licensed Users. Any and all personal information obtained from User or a Licensed User by LENDINGART MEDIA GROUP relating to this Agreement and the Software and Services is subject to LENDINGART MEDIA GROUP's privacy policy and User agrees to the terms and conditions of such privacy policy by clicking the "I ACCEPT" button below.

5. USER REPRESENTATIONS AND WARRANTIES. User represents and warrants to LENDINGART MEDIA GROUP that this Agreement shall be binding on User, and, unless User is an individual, User represents and warrants that this Agreement was executed by an authorized signatory of User with the authority to enter into binding agreements on behalf of User.

6. PROPRIETARY RIGHTS. The Software and Services are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions. LENDINGART MEDIA GROUP or its licensors own all rights, title and interests in the Software and Services, including trade secrets, patents, object code, source code, design features, visual expressions, screen formats, graphics, content, report and display formats, trademarks and copyrights, and the ideas, methods and concepts used in the Software, and all modifications of the foregoing and database rights, and the Software and Services shall remain the sole and exclusive property of LENDINGART MEDIA GROUP or its licensors. Except as provided in Section 1 of this Agreement, User has no, and is not granted, any right, title, interest or license in the Software or Services and agrees not to display or use any of the LENDINGART MEDIA GROUP trademarks in any manner without LENDINGART MEDIA GROUP's express prior written consent.

7. RESTRICTIONS ON USE. Except as otherwise expressly provided in this Agreement, User agrees to (a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement; (b) not decompile, disassemble, analyze or otherwise examine the Software and Services for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law); (c) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by User through use of the Software and Services ("Notices"); (d) reproduce and display all Notices on Copies User makes, in accordance with this Agreement; (e) not provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of the Software and/or Services; (f) not attempt to access any systems, programs or data of LENDINGART MEDIA GROUP or any LENDINGART MEDIA GROUP Party that are not licensed under this Agreement, or otherwise made available by LENDINGART MEDIA GROUP or a LENDINGART MEDIA GROUP Party for public use; (g) not copy, reproduce, republish, upload, post, transmit, or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so; (h) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services; (i) not ship, transmit, transfer, or export the Software and Services into any country or use the Software and Services in any manner prohibited by United States export laws, restrictions or regulations; and (j) abide by all applicable local, state, national and international laws and regulations, including The Health Insurance Portability and Accountability Act of 1996 and all laws, rules and regulations relating thereto.

8. DATA. User agrees that LENDINGART MEDIA GROUP and the LENDINGART MEDIA GROUP Parties are permitted to access any information or data User inputs or provides while accessing or using the Software and Services ("Data") and any reports or numeric results, and prior to User's submission of Data, reports and numeric results, for the sole purpose of ensuring proper access and use of the Software and Services by User in accordance with this Agreement and to maintain and troubleshoot Software and Services. Following User's submission of Data, reports and numeric results to LENDINGART MEDIA GROUP, LENDINGART MEDIA GROUP has access to such Data, reports and numeric results in accordance with the applicable Agreement for LENDINGART MEDIA GROUP Survey. Subject to the terms and conditions of this Agreement, LENDINGART MEDIA GROUP shall store and otherwise maintain Data, reports and numeric results, and LENDINGART MEDIA GROUP shall follow the same archival procedures for User's Data, reports and numeric results as LENDINGART MEDIA GROUP employs for its own data, as modified from time to time in LENDINGART MEDIA GROUP's discretion. In the event of any loss or damage to User's Data, reports or numeric results, User's sole and exclusive remedy shall be for LENDINGART MEDIA GROUP to use commercially reasonable efforts to replace or restore the lost or damaged data from the latest backup of such Data, reports or numeric results which LENDINGART MEDIA GROUP has maintained in accordance with its standard archival procedures.

9. CONFIDENTIALITY. User acknowledges that the Software and Services constitute and contain confidential, proprietary and copyrighted information and subject matter of LENDINGART MEDIA GROUP and LENDINGART MEDIA GROUP Parties ("Confidential Information"). User agrees to not, directly or indirectly, without LENDINGART MEDIA GROUP's prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. "Confidential Information" shall not include information that is shown by competent evidence: (a) is in or enters the public domain without breach of this Agreement; (b) was possessed by User prior to first receiving it from LENDINGART MEDIA GROUP or an LENDINGART MEDIA GROUP Party; (c) was developed by User independently and without use of or reference to the Confidential Information; or (d) was received by User

from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Notwithstanding the foregoing, (i) each party shall be permitted to disclose Confidential Information of the other party if such disclosure is required by law, provided that the party required to disclose Confidential Information of the other party shall (a) give prompt notice of such requirement to the other Party so it will have the opportunity to seek a protective order or other appropriate remedy; and (b) cooperate in the other party's attempts to obtain confidential treatment of such Confidential Information; and (ii) each party (and each employee, representative, or other agent of such party) shall be permitted to disclose to any and all persons, of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

10. TRADENAMES AND TRADEMARKS. This Agreement does not grant to any party a license to use any trademark, trade name, or logo of the other party and each party recognizes that the trademarks, trade names, and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names, and logos. Each party hereby agrees that it shall not use or permit any third party to use, at any time, the other party's trademarks, trade names, or logos.

11. INJUNCTIVE RELIEF. Each party acknowledges that a violation of Sections 7, 9 or 10 of this Agreement would cause irreparable harm to the other party for which no adequate remedy at law exists and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of Sections 7, 9 or 10. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred because of any such legal action.

12. HARDWARE AND SERVICE REQUIREMENTS. User is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services (such as long distance phone charges) not owned or operated by or on behalf of LENDINGART MEDIA GROUP, that allow User to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes). User agrees to access and use the Software and Services in accordance with any and all operating instructions or procedures that may be issued by LENDINGART MEDIA GROUP, and amended by LENDINGART MEDIA GROUP from time to time.

13. PERFORMANCE. User understands and agrees that the operation and availability of the systems used for accessing and interacting with the Software and Services, including, the public telephone, computer networks and the Internet or to transmit information, whether or not supplied by User or LENDINGART MEDIA GROUP, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software and Services. LENDINGART MEDIA GROUP and the LENDINGART MEDIA GROUP Parties are not in any way responsible for any such interference with or prevention of User's access and/or use of the Software and Services.

14. TRAINING AND SUPPORT. Unless User and LENDINGART MEDIA GROUP enter into a separate agreement, LENDINGART MEDIA GROUP will not provide any training or on-site support to User relating to the Software and Services. LENDINGART MEDIA GROUP will provide User with (a) commercially reasonable telephone and email support for the Software and Services during normal business hours; and (b) updates and enhancements for the Software and Services, to the extent that LENDINGART MEDIA GROUP generally makes such updates and enhancements available to Users without a separate charge.

15. INDEMNITY. User agrees to defend, indemnify and hold LENDINGART MEDIA GROUP and each LENDINGART MEDIA GROUP Party, as well as the directors, officers, agents, and employees of LENDINGART MEDIA GROUP and each LENDINGART MEDIA GROUP Party, harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonably attorneys' fees and court costs) arising or resulting from User's breach of any term of this Agreement or caused by acts or omissions performed by User or under User's Password or any password issued by User to Licensed Users.

16. TERMINATION. User's right to use the Software and Services shall be effective from the date User accepts this Agreement by clicking "I ACCEPT" below, and shall terminate when User ceases all access and use of the Software and Services and provides LENDINGART MEDIA GROUP with notice of such termination or as otherwise provided in this Agreement. LENDINGART MEDIA GROUP may terminate this Agreement immediately if User breaches a material term of this Agreement. Upon termination of this Agreement, all rights, including the License granted to User, under this Agreement will cease and User's access to the Software and Services may be disabled. Upon termination of this Agreement, Sections 2, 3, 5, 6, 7B, 9, 11, 15, 16, 18A, 18C and 18D of the Agreement, along with all payment obligations under this Agreement, shall survive such termination. **If Client terminates this Agreement at any time, Client agrees there will be no refunds, pro-rates or rebates.**

17. ELECTRONIC AGREEMENT/NOTICES. A. **Notices.** All questions, comments or notices concerning this Agreement shall be submitted to LENDINGART MEDIA GROUP by User via email at customer.support@brokertoolz.com or via mail at: LENDINGART MEDIA GROUP, Attention: BrokerToolz Customer Support, 100 Valley Road, Suite 201, Mt. Arlington, NJ 07856. All notices to be given under this Agreement to User shall be submitted by LENDINGART MEDIA GROUP via email at the account User provided to LENDINGART MEDIA GROUP pursuant to Section 4 or to User upon accessing the Software and Services. B. **Acceptance.** By clicking "I accept" below and providing LENDINGART MEDIA GROUP with User's email address under Section 4, User agrees and consents to (i) contract electronically with LENDINGART MEDIA GROUP for the Software and Services in accordance with this Agreement; (ii) receipt of electronic legal notices regarding this Agreement to the email account User provided under Section 4 or upon accessing the Software and Services; and (iii) that by clicking "I accept", User intends to be bound by this Agreement. C. **Agreement.** In order to access, download, and print this Agreement, User should click on the link for the .PDF file version of this Agreement. Changes to these hardware and software

requirements, if any, will be e-mailed to User. User may also request to receive a copy of this Agreement by U.S. mail free of charge by giving notice to LENDINGART MEDIA GROUP of such request within 45 days after entering into this Agreement. D. **Changes.** If User consented to receive ongoing legal notices from LENDINGART MEDIA GROUP via email User may (i) update its email information by providing notice to LENDINGART MEDIA GROUP and/or (ii) withdraw such consent by providing notice to LENDINGART MEDIA GROUP. Please be aware that if User withdraws its consent, such withdrawal of consent will not be effective until the date of receipt. The legal effect of this intervening time period is that User is still bound by the terms of this Agreement during such period. The legal consequence of withdrawing User's consent shall not act to void or invalidate User's actions prior to the effective date that shall remain subject to the terms of this Agreement. Upon withdrawing User's consent User will be responsible for all incurred fees and charges payable under this Agreement.

18. MISCELLANEOUS. A. **Modifications.** This Agreement is the complete and exclusive statement of the agreement between User and LENDINGART MEDIA GROUP, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by User except upon mutual agreement by the parties in writing signed by an authorized officer of LENDINGART MEDIA GROUP. LENDINGART MEDIA GROUP reserves the right, at any time, to change the terms of this Agreement, including its privacy policy, by providing User with notice of such changes. Any use of the Software and Services by User after LENDINGART MEDIA GROUP's publication or email of any such changes shall constitute User's acceptance of the Agreement as modified. B. **Force Majeure.** LENDINGART MEDIA GROUP will not be responsible for any failure to perform due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like. C. **Governing Law and General Provisions.** This Agreement will be governed by the laws of the State of New Jersey, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation, and the word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation. The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. LENDINGART MEDIA GROUP's failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power. D. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect to those terms that specifically reference an LENDINGART MEDIA GROUP Party or the LENDINGART MEDIA GROUP Parties.