

Wholesale Partner Portal Terms of Use

Effective: June 6, 2018

1. GENERAL TERMS.

These Terms of Use (“Agreement”) set forth the terms and conditions that apply to your access and use of www.foacommercial.com and Wholesale Partner Portal (“Portal” or “Wholesale Portal”) as owned and operated by Finance of America Commercial LLC, its subsidiaries and/or affiliates (“FACo”).

As used in this Agreement, the term "Sites" includes all foacommercial.com websites, pages that are associated or within each website and all devices, applications or services that FACo operates or offers that link to this Agreement. By accepting electronically (for example, clicking “I Agree”), installing, accessing or using the Services, you agree to be bound by the terms and conditions of this Agreement and FACo Privacy Policy, as they may be amended from time to time in the future (see “Modifications” below). If you do not agree to this Agreement, then you may not use the Services.

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1. Accepting the Terms

By using the information, tools, features, software and functionality including content, updates and new releases provided by FACo of the FACo Services, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the

foacommercial.com websites, a “Wholesale Partner” (which means that you have registered with foacommercial.com and open and Wholesale Portal Account) or a “Customer” or an “Investor” (which means that you have a loan or previously had a loan with FACo.) The term “you” or “User” refers to a Visitor, Wholesale Partner, Investor or Customer. The term “we” or “us” refers to FACo. If you wish to become a Wholesale Partner, an Investor, communicate with other Investors, become a Customer, or make use of the Services, you must read this Agreement and indicate your acceptance during the applicable registration process.

You may not use the Service and you may not accept this Agreement if you are not at least 18 years of age and, in any event, of a legal age to form a binding contract with FACo.

If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

2. Privacy and your Personal Information

You can view FACo’s Privacy Statement here and on the Site for the Services. You agree to the applicable FACo Privacy Statement, and any changes published by FACo. You agree that FACo may use and maintain your data according to the FACo’s Privacy Statement, as part of the Services. You give FACo permission to combine information you enter or upload for the Services with that of other users of the Services and/or other FACo services. For example, this means that FACo may use your and other users’ non-identifiable, aggregated data to improve the Services or to design promotions. FACo may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

3. Description of the Services

The Wholesale Portal Service is an information management service that allows you to submit commercial mortgage loan applications, consolidate and track financial information for your business loans with FACo as well as store any quotes you create through our tools or calculators. The Service is provided to you by FACo without charge (it is free) and is meant to provide you with your information to allow you to organize and manage your business loans with FACo.

Use of Wholesale Partner Portal is conditioned upon your acceptance of the terms applicable to that feature and may not be available to all users.

The Services may also present you information relating to third party products or services (“FACo Offers”), as well as provide you general tips, recommendations and educational materials.

From time to time we may offer additional features and services through the Wholesale Partner Portal. If a cost is incurred for the use of these additional features or services, we will notify you and obtain your agreement to any such charges prior to charges being assessed to you for such access.

4. Information from Third Party Sites

If available, Users may direct FACo to retrieve their own information maintained online by third-parties with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”). FACo works with one or more online service providers to

access this Account Information. FACo makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. FACo is not responsible for the products and services offered by or on third-party sites.

FACo cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. FACo cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

5. FACo Offers and Third-Party Links

Some parts of the Services are supported by sponsored links from advertisers and display FACo Offers that may be custom matched to you based on information stored in the Services, queries made through the Services or other information. We will always disclose when a particular FACo Offer is sponsored.

In connection with FACo Offers, the Services will provide links to other web sites belonging to FACo advertisers and other third parties. FACo does not endorse, warrant or guarantee the products or services available through the FACo Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored, and FACo is not an agent or broker or otherwise responsible for the activities or policies of those web sites. FACo does not guarantee that the loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or other third party on the Sites are actually the terms that may be offered to you if you pursue the offer or that they are the best terms or lowest rates available in the market.

If you elect to use or purchase services from third parties, you are subject to their terms and conditions and privacy policy.

6. Your Registration Information

In order to allow you to use the Services, you will need to sign up for a Wholesale Portal Account with FACo. We may verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, your social security number and/or requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying information you provide against third party databases or through other sources. If you do not provide this information or FACo cannot verify your identity, we can refuse to allow you to use the Services.

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your LoginID e-mail address, allows you to access the Sites. That LoginID and password, together with any mobile number or other information you provide form your "Registration Information." By providing us with your e-mail address, you agree to receive all required notices electronically, through the Services by displaying links to notices generally on the Site, to that e-mail address. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration or Account Information for the Services, you agree to notify FACo immediately at the email address:

facoinfo@financeofamerica.com

If you believe that your Registration or Account Information or device that you use to access the Services has been lost or stolen, that someone is using your account without your permission, you must notify Account Services immediately.

The following is FACo's contact information:

Telephone: 800-227-8107

Email: facoinfo@financeofamerica.com

Address: Finance of America Commercial LLC; 6230 Fairview Rd, Suite; Charlotte, NC 28210

7. Your Use of the Services

Your right to access and use the Sites and the Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Sites and Services for lawful purposes. Accurate records enable FACo to provide the Services to you. You must provide true, accurate, current and complete information that you upload or add to your Wholesale Portal and you may not misrepresent your Registration and Account Information. In order for the Services to function effectively, you must also keep your Registration and Account Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Services will be affected. You represent that you are a legal owner of, and that you are authorized to provide us with, all Registration and Account Information and other information necessary to facilitate your use of the Services.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that FACo, in its sole discretion, may elect to take. In no event will FACo be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for FACo to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

From time to time, FACo may include new and/or updated pre-release features and trial use ("Sneak Preview" features) in Services for your use and which permit you to provide feedback. You understand and agree that your use of Sneak Preview features is voluntary and FACo is not obligated to provide you with any Sneak Preview features. Furthermore, if you decide to use the Sneak Preview features you agree to abide by any rules or restrictions FACo may place on them. You understand that once you use the Sneak Preview features, you may be unable to revert back to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Sneak Preview feature back to the earlier version. The Sneak Preview features are provided on an "as is" basis and may contain

errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Sneak Preview features is at your sole risk.

8. Use with Your Mobile Device

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. FACo MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

9. Online and Mobile Alerts

FACo may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your Registration Information.

Voluntary account alerts may be turned on by default as part of the Services. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. FACo may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. FACo may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. FACo shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Electronic alerts will be sent to the email address you have provided as your primary email address for the Services. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your Login ID and some information about your accounts. Depending upon which alerts you select, information such as a loan account balance or the due date for your credit card payment may be included. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

10. Rights You Grant to Us

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to FACo through the Services, you are licensing that content to FACo for the purpose of providing the Services. FACo may use and store the content in accordance with this Agreement and our Privacy Statement. You represent that you are entitled to submit it to FACo for use for this purpose, without any obligation by FACo to pay any fees or be subject to any restrictions or limitations. You hereby authorize and permit FACo to use and store information submitted by you. You understand and agree that the Services are not sponsored or endorsed by any third parties accessible through the Services.

11. FACo's Intellectual Property Rights

The contents of the Services, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Services belong or are licensed to FACo or its software or content suppliers. FACo grants you the right to view and use the Services subject to these terms. You may download or print a copy of information for the Services for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Services in whole or in part for any other purpose is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the Site or the Services or content in a manner that violates any applicable law, regulation or this Agreement.

12. Access and Interference

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without FACo's express written consent, which may be withheld in FACo's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services.

13. Rules for Posting

As part of the Services, FACo may allow you to post content on bulletin boards, blogs and at various other publicly available locations on the Sites. These forums may be hosted by FACo or by one of our third party service providers on FACo's behalf. You agree in posting content to follow certain rules.

- You are responsible for all content you submit, upload, post or store through the Services.
- You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You grant FACo a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. FACo is not responsible for the Content or data you submit through the Services. By submitting content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with Services and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your posted content through the Sites, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of the Services and under this Agreement.
- You agree not to use, nor permit any third party to use, the Services to a) post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person; b) post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate; c) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; or d) interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Sites, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.
- Except where expressly permitted, you may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.
- You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of the Sites that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us.
- You may not copy or use personal identifying or business contact information about other Users without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Services are prohibited.

- You agree that we may use any content, feedback, suggestions, or ideas you post in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the content and feedback you provide to us in any way.

The Services may include a community forum or other social features to exchange information with other users of the Services and the public. FACo does not support and is not responsible for the content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which FACo is not responsible.

14. Image Upload

FACo may allow you to upload photographs/images to the Wholesale Portal Service other parts of Site or through other tools made available by FACo in connection with your account. By uploading any image (the “Image”), you:

- (i) represent and warrant to FACo that (a) you are the owner of the Image or you have all necessary written permissions and / or authorizations from the owner to use the same and (b) any Image provided by you does not infringe the copyright rights of any other party;
- (ii) grant FACo, its affiliates, advertising agencies and licensees / transferees, a perpetual, worldwide, nonexclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable, unrestricted license to use, display, reproduce, distribute and create derivative works of the Image on any FACo Finance website or other media now known or hereafter created; and
- (iii) acknowledge that FACo (and its agents) may review each Image submitted and has the right to refuse any Image at any time in its sole discretion and without reason or notice to you.

The image you provide through your Wholesale Portal account must be in an industry standard image format (jpeg, gif, png, pdf, etc.) format, must not exceed 10 MB in size, and must not include any of the following:

- Persons other than you, except for those who have given you written, notarized permission;
- Children under 18 years of age, unless you are the parent or legal guardian of said children;
- Depictions of any company names, trademarks, logos, slogans or brands in a disparaging or derogatory manner;
- Advertising or promotional materials;
- Any personal information, such as phone numbers, addresses, social security numbers, financial account numbers, PIN numbers or email addresses;
- Domain names;

- Violent, bloody, indecent, profane pornographic, nude or semi-nude and obscene or otherwise provocative content;
- Culturally, racially or socially insensitive or otherwise discriminatory or harassing content;
- Depictions or promotion of the use of illegal drugs, alcohol, tobacco, gambling or firearms or related materials or activities;
- Political or religious expressions, opinions or beliefs;
- Libelous, derogatory or defamatory content;
- Content that violates the Terms of Use; or
- Content that violates any applicable rules, regulations, ordinances or laws.

15. Social media sites

FACo may provide experiences on social media platforms such as Facebook[®], Twitter[®] and LinkedIn[®] that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

16. Disclaimer of Representations and Warranties

THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICESOR PROVIDED THROUGH THE SERVICES (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. FACo, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITE OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

NEITHER FACo NOR ITS SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITES OR OF THE SERVICES (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER FACo NOR ITS SUPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 18 OF THIS PROVISION MAY NOT APPLY TO YOU.

17. Not a Financial Planner, Broker or Tax Advisor

NEITHER FACo NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. FACo IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your deal/loan document organization, application submission and is broad in scope. Each financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation, or your client's (as applicable). Accordingly, before making or encouraging a client to make any final decisions or implementing any investment or financial strategy, you should obtain additional information and advice from an accountant or other financial advisers who are fully aware of you/your client's individual circumstances.

18. Limitations on FACo's Liability

FACo SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF FACo HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FACo'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

19. Your Indemnification of FACo

You shall defend, indemnify and hold harmless FACo and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

20. Ending your relationship with FACo

This Agreement will continue to apply until terminated by either you or FACo as set out below. If you want to terminate your legal agreement with FACo, you may do so as follows:

To close your account for the Service, please contact Finance of America Commercial LLC via the methods below:

- Email: facoinfo@financeofamerica.com
- Telephone: 800.227.8107
- Address: Finance of America Commercial LLC; 6230 Fairview Rd, Suite 300; Charlotte, NC 28210

Please be prepared to provide your account Login ID/User Name and password to verify your identity. Your account will be closed and your ability to log in deactivated immediately. Your Finance of America Commercial LLC account data will be removed within 48 hours subject to and as explained in our Privacy Statement.

FACo may at any time, terminate its legal agreement with you and access to the Services:

- a. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- b. if FACo in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful);
- c. for any reason and at any time with or without notice to you; or
- d. immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

You acknowledge and agree that FACo may immediately deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files and the Services by you. Further, you agree that FACo shall not be liable to you or any third party for any termination of your access to the Services.

21. Modifications

FACo reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites or Services with or without notice. FACo reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. In such event, if you are a paid user to any portion of the Services, FACo will provide notice to you. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that FACo shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services.

FACo may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Sites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

22. Governing Law and Forum for Disputes

New York law governs this Agreement without regard to its conflicts of laws provisions.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply New York law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND

AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND FACo ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Finance of America Commercial LLC, in care of our registered agent Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, we will pay them for you. In addition, we will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 21 shall survive expiration, termination or rescission of this Agreement.

23. Allegations of Copyright and Trademark Infringements; Notification

FACo respects the intellectual property rights of others and FACo asks that users of the Site and Services do the same. If you believe that your intellectual property is being used on the Site in a way that constitutes copyright infringement, please provide our Designated Agent (set forth below) the following information (as required by Section 512(c)(3) of the Digital Millennium Copyright Act):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The information specified above must be sent to FACo's Designated Agent, whose contact information is as follows:

Finance of America Commercial LLC
6230 Fairview Rd., Suite 300
Charlotte, NC 28210

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Any information or correspondence that you provide to FAcO may be shared with third parties, including the person who provided FAcO with the allegedly infringing material.

Upon receipt of a bona fide infringement notification by the Designated Agent, it is FAcO's policy to remove or disable access to the infringing material, notify the user that it has removed or disabled access to the material, and, for repeat offenders, to terminate such user's access to the service.

If you believe that your content should not have been removed for alleged copyright infringement, you may send FAcO's Designated Agent a written counter-notice with the following information:

- Identification of the copyrighted work that was removed, and the location on the Site where it would have been found prior to its removal;
- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.