

## **Terracotta Group, LLC Website Terms of Use**

This is a legal agreement (“Agreement”) between you and Terracotta Group, LLC, a California limited liability company (“Terracotta”). By accessing the Terracotta website, currently located at [www.terraccotaloans.com](http://www.terraccotaloans.com) (the “Site”), and using any of the Services (as defined below) accessible through the Site, you become a user and agree to, and are bound by, the terms and conditions of this Agreement for as long as you continue to use the Site or Services. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SITE OR THE SERVICES.** Your use of, or participation in, certain Services may be subject to additional terms, and such terms will be either listed in this Agreement or will be presented to you for your acceptance when you sign up to use such Services or purchase such products.

This Agreement is subject to change by Terracotta in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.

1. ***Defined Terms.*** As used in this Agreement, the following words shall have the following meanings. “Terracotta” includes “Terracotta”, “we”, “us” and variations such as “our”. “Service” includes the products, services and software that you order, receive or access as part of the Terracotta service.

2. ***Use of Site and Service.*** As a user of the Site or a user registered to use any of the Services (a “Registered User”), you agree to the following:

a. ***Exclusive Use.*** Your account is to be used only by you and only for your business needs. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Terracotta is not responsible for third-party access to your account that results from theft or misappropriation of your user name and passwords.

b. ***Information Submitted.*** You are solely responsible for, and assume all liability regarding, (i) the information and content you provide through your use of the Site and any Services; (ii) the information and content you make available in any manner through the service; and (iii) your interaction with any and all third-parties.

c. ***Risk Assumption and Precautions.*** You assume all risk when using the Services, including but not limited to all of the risks associated with any interactions with third-parties.

d. ***No Guarantees.*** Terracotta makes no guarantees as to the ability to obtain business funding in any amount.

e. ***No False Information.*** You will provide accurate, true, current and complete information.

f. ***Legal Purpose.*** You will not use the Site or Services for any illegal purpose. You will only use the Site or Service in accordance with federal, state and local laws.

g. *Business Purpose.* You will only use the Site or Services for a bona fide business purpose. You will not use the Site or Services for personal, family or household purposes. You may not use the Site or Services to obtain information about or make decisions about anyone but yourself and/or your business.

h. *Age.* You must be eighteen (18) years or older to use the Site or Services.

### 3. ***Proprietary Rights.***

a. *Ownership of Proprietary Information.* You hereby acknowledge and agree that Terracotta is the owner of all rights in and to the Site and Services. These proprietary rights are protected by federal, state and local laws and regulations. You are permitted to use the Site and Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile any of the Site or Services or technology.

b. *No Use of Confidential Information.* You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) confidential information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Site or Services, without first obtaining the prior written consent of the owner of such proprietary rights.

c. *License to Provided Content.* By providing information or content to any account or public area of the Site or Service, you automatically grant, and you represent and warrant that you have the right to grant, to Terracotta and its users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing. From time to time, we may create, test or implement new features or services on the Site in which you may voluntarily choose to participate, in accordance with the additional terms and conditions of such features or programs. By your voluntary participation in such features or programs, you grant us the rights stated in this subsection in connection with the additional terms and conditions (if any) of such features or services.

### 4. ***User Information.***

a. *Privacy Policy.* For information about the collection and possible use of information and material provided by you, please click on Terracotta's Privacy Policy located on the Site. The Terracotta Privacy Policy is hereby incorporated by reference into this Agreement. By using the Site or the Services, you are consenting to the terms of Terracotta's Privacy Policy.

b. *Disclosure by Law.* You acknowledge and agree that Terracotta 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 Terracotta's, or a third-party's, rights or property.

d. *Use of Anonymous Information for Research.* By using the Site and/or Services, you agree to allow Terracotta to anonymously use the information from you and your experiences through the Services to continue Terracotta's research into successful business practices and to improve the Services.

5. *Services.* Terracotta allows users who access the Site to apply for commercial loans secured by commercial real property. For more information regarding the Services, link to <http://www.terracottaloans.com/faqs.html>.

6. *Links to Third-Party Websites and Dealings with Advertisers and Sponsors.* The Site and Services may contain links to websites of third-parties, including without limitation, advertisers, which are not under the control of Terracotta, and Terracotta is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such websites. Terracotta provides these links to you as a convenience, and the inclusion of any link does not imply that Terracotta endorses or accepts any responsibility for the content on such third-party website. Your correspondence or business dealings with, or participation in promotions of, advertisers or third-parties found on or through the Site or Services are solely between you and such advertiser or third-party. You agree that Terracotta will not be responsible or liable for any loss or damage of any sort incurred as the result of the presence of such advertisers on the Site or Services. Please visit our Privacy Policy to learn more about how we use your information.

7. *Disclaimer of Warranty*

a. *No Warranties.* THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TERRACOTTA PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TERRACOTTA DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. Terracotta DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.

b. *Third-Party Content.* Opinions, advice, statements, offers, or other information or content made available through the Site or Services, but not directly by Terracotta, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. TERRACOTTA DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN TERRACOTTA. UNDER NO CIRCUMSTANCES WILL Terracotta BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM

ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE OR SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

c. *Beta Features.* From time to time, Terracotta 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 Terracotta's sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

## 8. *Limitation of Liability*

a. *Incidental Damages and Aggregate Liability.* IN NO EVENT WILL TERRACOTTA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF Terracotta KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL TERRACOTTA'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR SITE, EXCEED THE AMOUNT OF US\$25.00 OR ITS EQUIVALENT.

b. *No Liability for non-Terracotta Actions.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TERRACOTTA BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES.

c. *Information Verification.* Terracotta and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that Terracotta and its contractors will have no liability to you arising from any incorrectly verified information.

9. *Indemnification.* You agree to indemnify, defend and hold harmless Terracotta, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (i) your use of or inability to use the Site or Services, (ii) any user postings made by you, (iii) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (iv) your violation of any applicable laws, rules or regulations. Terracotta reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Terracotta in asserting any available defenses.

10. *Communication and Privacy.* We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate

with you regarding the Services. If you do not want to receive such email messages or telephone calls, please refer to our Privacy Policy to review your options.

11. ***Term and Termination.*** This agreement will become effective upon your acceptance of the Agreement by your use of the Site or Services and will remain in effect in perpetuity unless terminated hereunder. Either you or Terracotta may terminate your account at any time, for any reason or no reason, without explanation, effective upon written notice to the other party. Terracotta 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. You may terminate your account by following the steps in the applicable section under “Cancellations” below.

12. ***Cancellations.*** You may cancel your account at any time by contacting support@terracottagroup.com.

13. ***General Provisions***

a. ***Controlling Law and Jurisdiction.*** You agree that California law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services and that any dispute arising out of or relating to this Agreement, the Site or the Services will be subject to the exclusive jurisdiction and venue of the federal and state courts in the Central District of California. You acknowledge and agree that any violation of this Agreement may cause Terracotta irreparable harm, and therefore agree that Terracotta will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that Terracotta may have for a breach of this Agreement.

b. ***Miscellaneous.*** This Agreement, which you accept upon use of the Site, the Privacy Policy located on the Site, Additional Services terms, comprise the entire agreement between you and Terracotta regarding the use of this Service, superseding any prior agreements between you and Terracotta related to your use of this Site or Services (including, but not limited to, any prior versions of this Agreement). The FAQ’s found on the Services are for informational purposes only and are not deemed to be part of this Agreement. Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Service. The failure of Terracotta to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

c. ***Securities Statements.*** WE MAKE NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES OF ANY KIND AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DO WE MAKE ANY

REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES OF ANY KIND AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT OF ANY KIND. You understand that we are not a broker or dealer in securities, and not an investment or financial advisor. You are solely responsible for your investment research. Prior to undertaking any securities transaction, you should consult a broker or other financial advisor with respect to the price, suitability, value or other aspects of any stock, mutual fund, security or other investment.

d. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention of the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the Delaware State and United States Federal Courts located in Delaware, and each party hereby submits to the personal jurisdiction of such courts.

14. *Revision Date.* This Agreement was last revised on March 23rd, 2015.