

# Finance Lobby Terms & Conditions

Last Updated: September 23, 2020

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## Nature of the Finance Lobby Website

The website provides a convenient forum for matching potential lenders with potential borrowers in the commercial real estate sector. Finance Lobby is not a lender, broker, investor, financial service provider, advisor or consultant. Finance Lobby is not acting as an agent or partner of any party. Finance Lobby is not a party to any transaction between potential lenders and potential borrowers. Any transaction between potential lenders and potential borrowers takes place between those parties, off-site, without any involvement by Finance Lobby. Any offer to enter into a transaction is solely the responsibility of the offering party. You agree that Finance Lobby is not responsible for verifying the suitability, legality, or terms of any offer, and does not guarantee that any party will complete a proposed transaction.

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The URL or Internet location of the materials claimed to be infringing or to be the subject of infringing activity, or information reasonably sufficient to permit us to locate the material;

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A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law; and

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#### Indemnification

You agree to indemnify, defend, and hold Finance Lobby harmless from all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Finance Lobby website, your provision or non-provision of services, claims of tort, contract, premises liability arising from your services and use of this website, and any breach of your warranties and representations.

## Dispute Resolution

### i. General Information

Finance Lobby is committed to customer satisfaction, so if you have a problem or dispute, Finance Lobby will try to resolve it with a neutral and cost-effective means of resolving the dispute or claim quickly. Accordingly, you and Finance Lobby agree that we will resolve any claim or dispute at law or equity relating in any way to the website, any information, services or products provided by us, any representations made by us, or the Terms of Use (each, a "Claim") in accordance with one of the subsections below or as Finance Lobby and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. These Dispute Resolution terms shall survive any termination of this Agreement.

### ii. Law and Place of Dispute

These Terms of Use are governed by and will be construed according to the laws of the State of Delaware in any proceeding or legal process, without regard to any conflict of law provisions. You agree that any permitted lawsuit may be brought only in the state or federal courts seated in Delaware, and in using this website, you consent to jurisdiction of such courts for the purpose of litigating such actions.

### iii. Arbitration

Any Claim (excluding claims for injunctive or other equitable relief) shall be resolved exclusively by binding non-appearance-based arbitration pursuant to the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"). The arbitration will take place in Delaware. Part or all of the arbitration may be conducted by telephone or based on written submissions, and will not require the personal appearance of the parties or any witnesses unless otherwise agreed by the parties. The allocation of costs and fees for such arbitration shall be determined in accordance with AAA Rules. The arbitration shall be conducted by a single, neutral arbitrator who shall be appointed by the AAA. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction. Nothing in these Terms of Use will prevent a party from seeking injunctive or other equitable relief with respect to the infringement, misappropriation or other violation of such party's intellectual property or other proprietary rights in any court of competent jurisdiction. In the event the foregoing agreement to arbitrate is deemed unlawful, void, or for any reason unenforceable with respect to any claim, dispute or controversy, then you agree that any Claim, shall be filed and adjudicated only in the state and federal courts located in or having jurisdiction in Delaware and you hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

### iv. No Class Actions

Any and all proceedings to resolve a Claim will be conducted only on an individual basis and not in a class, joint, consolidated or representative action or arbitration. If for any reason a Claim proceeds in a court rather than in arbitration we each waive the right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use. Any arbitration decision may be confirmed by any court with competent jurisdiction.

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