

Industry Source Networks' Terms of Use Agreement

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1. TERMS OF USE AGREEMENT FOR ALL SERVICES AND THE WEBSITES

Please review this Terms of Use Agreement ("Agreement"). By accessing, browsing or using this website, and the websites of the below listed companies, divisions or service groups, or any page thereof, through any direct or indirect means (individually or collectively, "Websites" or "Website"), or by using the goods, facilities or services offered in or through the Websites through alternative methods (including, for example, telephone, mail, email or facsimile), you accept and agree to be bound by these Terms of Use (the terms "Website" and "Websites" include use through these alternative methods).

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (please see sections X and Y). These provisions form an essential basis of our bargain.

If you do not agree to these terms and conditions, you are not authorized to access or use the Websites and you are to cease accessing or otherwise using the Websites.

For purposes of this Agreement, "You" or "Your" means the person(s) using the Websites, and/or the good, facilities or services of Industry Source Networks ("ISN") companies offered through alternative methods, including persons that allow others to provide information about themselves to Industry Source Networks (as defined below), the banks, lenders and brokers on ISN's network ("Lenders"), Providers (as defined in section Z). "ISN", "us" or "we" means, but is not limited to the following entities:

- Heavy Industries Networks Inc.
- Industry Source Networks
- and their divisions /service groups.

THE DISCLOSURES AND CONSENTS REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES.

ISN operates the Websites and shall have the right at any time to change or discontinue any aspect or feature of the Websites and the right to modify the terms and conditions applicable to users of the Websites, including these Terms of Use, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Websites. Any use by you of the Websites or the good, facilities or services offered in or through the Websites shall be deemed to constitute acceptance of such changes.

2. COMMERCIAL LOAN REQUEST SERVICES

ISN offers commercial (including working capital, equipment purchase or repair, business occupied real estate, and inventory purchase) loan request services, explained in more detail below.

A. Terms Applicable to All Commercial Loan Request Services

ISN is not a lender and does not make loans or credit decisions in connection with loans. ISN does not endorse or recommend the products of any particular Lender. ISN is not an agent of either you or any Lender. ISN's services are only administrative. You should rely on your own judgment in deciding which available loan product, terms or Lender best suits your needs and financial means. The Lender is solely responsible for its services to you, and you agree that ISN shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services. You understand that Lenders may keep your loan request information and any other information provided by ISN or received by them in the processing of your loan request, whether or not you are qualified for a loan with them or if you make a loan with them. You agree to notify any particular Lender directly if you no longer want to receive communications from them.

The Websites and the services provided by ISN are available in connection with commercial loans unless otherwise specified. Loans may only be made to residents of states where Lenders are licensed or authorized to make such loans. Lenders are not attempting to make loans outside of their authorized states or country by participating in and offering their products on the Websites. ISN and Lenders expressly reserve the right to discontinue, suspend or terminate the offering of any loan product in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide ISN is not, and is not treated as, an application for a loan or a request to be pre-approved, pre-qualified or any similar concept. ISN does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any Lender; loan approval standards are established and maintained solely by individual Lenders. Likewise, ISN does not guarantee that the loan terms or rates offered and made available by Lenders are the best terms or lowest rates available in the market. A Lender's conditional loan offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Lenders may be higher or lower depending on your complete credit profile, collateral/property considerations (if applicable) including but not limited to location, equity and value and income/asset consideration including but not limited to loan to value and debt to income ratios. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. Lenders may not offer all products as well as not offer products in all states. You might not be matched with the Lender making any specific offer. To help the government fight identity theft, the funding of terrorism and money laundering activities, Lenders will obtain, verify and record information that identifies each person who opens an account with them. They may ask for your name, Social Security Number, address, date of birth and other important information that will allow them to properly identify you or your business. During the application process, they may also ask to see your driver's license or other identifying documentation.

ISN is paid a fee by Lenders for the goods, facilities and services provided whenever possible, if we are not able to collect fees from the Lender then you may be responsible for the fees associated with the service. Your use of the Websites and/or ISN's services constitutes your agreement with this compensation arrangement. At closing, you will be responsible for paying for any closing costs associated with your loan (such as loan processing, underwriting or funding fees). **ISN does not charge you a fee for its service in matching you with Lenders.**

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a lending product through ISN to each of the Lenders to whom your loan request is transmitted. By submitting the loan request containing your electronic signature, you are extending an express invitation to each Lender you have been matched with to contact you by telephone at the numbers you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Lenders or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. By saving your information with ISN or by doing a submission, you give ISN permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete loan requests, the deliver of loan request matches, deadlines, quality of services or other matters in connection with your loan request. For any service, you represent that all of the information you have provided in your submission and loan request is true and complete.

3. REQUEST FOR OTHER PRODUCTS AND SERVICES (INCLUDING FINDER/LOCATOR SERVICES)

ISN offers requests for other products and services on the Websites. You may be able to access these

products and services when you complete a request and either (i) get matched with potential third party providers ("Provider" includes any third-party affiliate or finder of a Provider) who will respond with conditional offers for products or services or (ii) get provided with the name and information about potential Providers who may be able to respond with the requested products or services or information about the requested products or services without any offers. The Providers that can provide you with conditional offers may not respond with offers until they speak with you to get additional information.

A. Terms Applicable to All Requests for other Products and Services

ISN is not a provider of products or services and does not make any decisions in connection with the products or services offered by Providers. ISN does not endorse or recommend the products or services of any particular Provider on any of its Websites. ISN is not an agent of either you or any Provider. ISN's services are only administrative. You should rely on your own judgment in deciding which available product or service and Provider best suits your needs and financial means. The Provider is solely responsible for its services to you, and you agree that ISN shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such products or services. You understand that Providers may keep your request information and any other information provided by ISN or received by them in the processing of your request, whether or not you are qualified for the product or service with them or if you acquire a product or service with them. You agree to notify any particular Provider directly if you no longer want to receive communications from them.

Products and services may only be made to residents of states where Providers are licensed or authorized to make such products or services available. ISN and Providers expressly reserve the right to discontinue, suspend or terminate the offering of any product or service in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide ISN is not, and is not treated as, an application for that product or service. ISN does not guarantee acceptance into any particular program or specific term or condition with any Provider; approval standards are established and maintained solely by individual Providers. Likewise, ISN does not guarantee that the terms or rates for the products or services offered and made available by Providers are the best terms or lowest rates available in the market. A Provider's products or services may be subject to market conditions, approval and qualification. The terms and rates actually provided by Providers may be higher or lower depending on your individual financial profile, your location and other considerations. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a product or service. Providers may not offer all products or services as well as not offer products or services in all states. You may not be matched with the Provider making any specific offer.

ISN is paid a fee by either the Provider or a third party "finder" (if the finder markets for or to the Provider) for the goods, facilities and services ISN provided whenever possible, if we are not able to collect fees from the provider or third party "finder" then you may be responsible for the fees associated with the service. Your use of the Websites and/or ISN's services constitutes your agreement with this compensation arrangement. You will be responsible for paying for any cost associated with the product or service. **ISN does not charge you a fee for its services.**

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that

submission and that you are submitting an inquiry as to a product or service through ISN to each of the Providers to whom your request is transmitted. By submitting the request containing your electronic signature, you are extending an express invitation to each Provider to contact you by telephone at the numbers you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Providers or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. By saving your information with ISN or by doing a submission, you give ISN permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete requests, the deliver of request matches, deadlines, quality of services or other matters in connection with your request. For any product or service, you represent that all of the information you have provided in your submission and request is true and complete.

By submitting the request form, you authorize ISN to provide information that you provided or that ISN has or may received from others to Providers or their finders, along with any additional providers necessary to complete your transaction. By submitting any eligibility form, you authorize ISN to provide your information to up to five Providers or finders to discuss, review or provide product or services information and opportunities. You also authorize ISN and its Providers and finders along with any additional providers necessary to complete your transaction, to request from one or multiple credit bureaus /reporting agencies, your credit bureau report including any ancillary credit scores or ratings.

4. COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES

All contents of the Websites are: Copyright © 2008 - 2010 Heavy Industries Networks Inc and/or its suppliers, Lenders or Providers, 24 Roy St, Seattle, WA 98109, U.S.A. All rights reserved. Industry Source Networks is a service mark of Heavy Industries Networks Inc.. Other product and company names mentioned herein, including the names of Lenders, may be the trademarks of their respective owners.

Nothing on the Websites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Websites, without the prior written permission of ISN or the applicable Mark holder specific for each such use. The Marks may not be used to disparage ISN, the Lenders, the applicable third party or the products or services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks. Use of any Mark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by ISN in writing.

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5. DISCLAIMERS AND LIABILITY

ISN intends that the information contained in the Websites be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by ISN at any time. Under no circumstances will ISN be liable for any loss or damage caused by your reliance on information obtained through the Websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Websites.

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6. ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY

ISN, Lenders and Providers may choose to electronically deliver all information related to its services and your requests. ISN, Lenders and Providers' electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law, which may include any Federal Truth-in-Lending disclosures, other terms, conditions and documents, and the privacy policies of ISN, Lenders and Providers.

You agree to receive all current and future notices, disclosures, communications and information, and to do business electronically with ISN, Lenders, and Providers. This means that ISN, Lenders and Providers may communicate with you by sending a message to the email address you provided or at another address that may be associated with you that we receive from Lenders and Providers or other parties. You agree that you meet the below technical requirements and are able to access and retain copies of notices and information sent or made available electronically. The [Consent for Electronic Disclosures and Communications from Network Lenders](#) is the disclosure that provides greater detail. This document is incorporated herein by reference and can be more closely reviewed by clicking the links above.

Technical Requirements

To access and retain information and notices we send or make available to you electronically, you will need:

- Internet access with 128-bit encryption
- Adobe Acrobat Reader 6 or higher
- Ability to Print Internet Explorer 6 or higher
- Netscape 8.04 and above (Use in IE mode)
- Email Access or Firefox version 1.5 or higher

7. PRIVACY POLICY

The [ISN Privacy Policy](#), hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites or received directly from you.

8. INDEMNITY

As a condition of use of the Websites and/or ISN's services, you agree to indemnify ISN and its suppliers, Lenders or Providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

9. LINKS TO THIRD PARTY WEBSITES

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. ISN does not operate or control in any respect any information, software, products or services available on such websites. ISN's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. When you leave the Websites please note that ISN is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

10. ERRORS AND DELAYS

ISN is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address provided by you or other technical problems beyond our reasonable control.

11. DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by ISN, or to any acts or omissions for which you may contend ISN is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venued in King County, Washington except for Maine consumers for whom the location shall be a place reasonably convenient to you. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the consumer shall select an arbitrator from a panel of arbitrators acceptable to ISN. In any arbitration, ISN will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party, provided, however, that in Maine any cost to the you shall be limited to the cost of filing a court case. To begin the arbitration process, a party must make a written demand therefor.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in King County, Washington. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto, except in Maine where state law will control all rights and remedies in the arbitration. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ISN WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using ISN's goods, facilities and services, you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and ISN, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in

King County, Washington. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

12. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites and any operating rules for the Websites established by ISN) constitutes the entire agreement between you and ISN and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and ISN with respect to the Websites and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of Washington, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.