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If you do not agree to these Terms and Conditions, do not submit information to, or access information from, the Service. All questions concerning this Agreement should be directed to: CMBS.com, Inc., 85 Liberty Ship Way, Suite 105 Sausalito, CA 94965. CMBS.com may update these terms and conditions at any time and without notice. The latest version of the terms and conditions is available on the CMBS.com website.

- 1. How the CMBS.com System Works.** There are two ways to submit information to lenders through CMBS.com. The primary way is users will be providing the information submitted in the CMBS.com software (the "Application") to CMBS.com and CMBS.com will electronically submit the Form completed by you to certain lenders participating in our program (singularly, the "Participating Lender" and collectively the "Participating Lenders"), who will evaluate such information, contact you to obtain additional information and/or due diligence documents in order to evaluate you as a prospective borrower. The other way to submit loans is by Certified Users. These Users have either been certified by CMBS.com or the have been certified by one of CMBS.com's lenders. These Certified Users are able to access CMBS.com lender's directly without going through a CMBS.com filter. The Participating Lender will use this information for the purposes of determining your acceptability to obtain a loan, and you have no right to privacy in connection with the information submitted to CMBS.com.
- 2. Limitation of Liability.** IN NO EVENT SHALL CMBS.COM BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHICH YOU MAY INCUR, EVEN IF CMBS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CMBS.COM BE LIABLE FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO, ANY PARTICIPATING LENDER. IN NO EVENT WILL CMBS.COM BY LIABLE FOR ANY REPRESENTATION OR WARRANTY MADE TO YOU BY A PARTICIPATING LENDER OR ITS RESPECTIVE AGENTS. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF YOUR SUBMISSION OF THE QUICK QUOTE LOAN REQUEST FORM.
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Submission of Information

Customer agrees not to submit any property descriptions, photographs, financial, contact or other information contained in each Property's data to CMBS.com unless the Customer has received all necessary rights and authorizations, including from the photographer and/or copyright owner of any photographs, to enter information on CMBS.com's website. Specifically, Customer will not submit a photograph if Customer received the photograph from a third party information provider under the terms of a license that does not allow posting of such photograph on the CMBS.com website. The Company may, in its sole discretion but without any obligation to search for such, remove Properties that are alleged to have been submitted in violation of this provision. In addition, the Company may require additional evidence of compliance with this provision from Customers who are alleged to have submitted Properties or other information in violation of this Agreement. The Company will, in its sole discretion, terminate the accounts of, and refuse service to, any Customer who repeatedly or knowingly violates this Agreement. Customer agrees to maintain accurate contact information (specifically, a valid phone number and email address) in order to maintain an active account on the CMBS.com website. The Customer (a) represents and warrants that all Properties and associated information provided by the Customer will be accurate; (b) agrees that the Customer will not submit a loan request through the CMBS.com system unless they are the named licensed real estate mortgage brokerage agent that has been engaged by the property owner to market the property's debt under the terms of a listing / brokerage agreement with the owner; (c) agrees to administer the Properties provided by the Customer and maintain their accuracy at all times. The Company reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the Properties posted on the CMBS.com website. The Company accepts no responsibility for checking the accuracy of reports or data files submitted by the Customer. While the Company shall take all reasonable efforts for data backup and business resumption, the Customer will be solely responsible for retaining back-up copies of all information, photographs and other materials it provides to CMBS.com.

Use of Information

Customer shall limit access to and use of the Service to personal and internal use, and shall not use any information obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. Customer shall not use the CMBS.com Service as part of any effort to compete with CMBS.com, including without limitation using the CMBS.com Service to provide, alone or in combination with any other product or service, any database services to any third party or any use that causes a reduction or loss from an existing or potential CMBS.com customer, nor shall Customer remove, erase, or tamper with any

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IN NO EVENT SHALL CMBS.COM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, OR INTERRUPTION OF BUSINESS) ARISING OUT OF THIS AGREEMENT. Customer's exclusive remedy, and CMBS.com's entire liability under this Agreement shall be a refund to Customer of the fees paid to CMBS.com hereunder, and in no event will CMBS.com's liability for any reason exceed such fee. CMBS.com (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from Customer's use of the Service and Deliverables, and Customer shall indemnify CMBS.com (and CMBS.com's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than Customer arising from Customer's use or application of the Services or the Deliverables.

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Governing Law

This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the State and Federal courts of San Francisco County, California for the adjudication of any disputes or claims arising out of and/or related to this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

Assignment

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under this Agreement or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by Customer without the prior written consent of CMBS.com, which retains the right to withhold consent in its sole discretion.

Notices

All notices to Company must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to CMBS.com.

Entire Agreement

The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.