



TERMS OF USE AGREEMENT

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SITES AND SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SITES AND SERVICES IN ANY MANNER.

Effective Date: April 1, 2024

This Terms of Use Agreement ("Terms of Use" or the "Agreement") sets forth the terms and conditions that apply to and govern (i) your access to and use of the websites and any subdomains (each, a "Site") owned and operated by LoanStreet Inc., a Delaware corporation (the "Company"); and (ii) services provided by the Company through any Site (each, a "Service"). By accepting this Agreement, and continuing to use the Sites and Services, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. Your use of any Site or Service indicates your continued acceptance of this Agreement and also is governed by the current version of this Agreement in effect on the date of such use. You agree that the electronic acceptance of this Agreement is intended to have the same force and effect as if this Agreement were physically signed. If you do not accept these terms and conditions, you should not access any Site or Service and promptly destroy or delete any materials in your possession relating to the Services.

In this Agreement the words "we", "our", and "us" refer to the Company and any of our subsidiaries or affiliates, and "you" and "your" refer to the institution you represent, all accounts and sub-accounts registered by your institution with the Company, and you as a natural person, as applicable.

The terms and conditions of this Agreement are in addition to any other agreements between you and us, including our Privacy Policy.

1. Role of the Company and Availability of its Sites and Services

The Company provides you with certain access to our Sites and Services on our technology platform by virtue of a contractual agreement between the Company and you in your role as a lender, co-lender, agent, servicer, or other service provider to lenders, as applicable. The Company is not a lender or underwriter, and it does not have any fiduciary duties to you. By virtue of the contractual relationship between you and the Company, we may also provide other parties (such as borrowers, co-lenders, or advisors) access to our Sites and Services. However, those other parties are not third-party beneficiaries of this contractual relationship between you and the Company, nor does the Company have any fiduciary duties to those other parties.

2. U.S. Person; Tax

To the extent you believe you are exempt from federal withholding tax, you represent and warrant that you are a United States person within the meaning of Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended, and that prior to your use of any Site or Service you have delivered to us a completed Form W-9 certifying that you are exempt from U.S. federal withholding tax.

You further agree that you shall deliver additional W-9 (or successor) forms promptly upon the obsolescence or invalidity of any form previously delivered by you at any other time prescribed by applicable law or as reasonably requested by us.

You agree to promptly deliver to other users of our Sites or Services copies of your completed W-9 (or successor) forms to the extent necessary for such users to confirm your status as a United States person not requiring U.S. federal withholding tax and you further authorize us to deliver such forms on your behalf. To the extent you are a recipient of any other user's W-9 form, you agree that under no circumstance shall we have any responsibility or liability for the content, accuracy, sufficiency, or completeness of any user's W-9 form and that the delivery of such W-9 form by us is as a courtesy only and is solely for your convenience and benefit.

To the extent we are obligated to provide information filings to the U.S. Internal Revenue Service, you agree to promptly assist us at your own cost in preparing and delivering such filings to the U.S. Internal Revenue Service.

3. Fees

Your use of any Site or Service may be subject to paying certain fees and commissions to the Company. From time to time, we may in our sole discretion deliver to you a new fee schedule setting forth the fees and commissions associated with your use of certain Sites or Services. New fee schedules will not be retroactive in application. We have no obligation to provide you with the best or most favored rates or inform you that other parties may have access to our Sites or Services at different or better rates.

4. Access and Interference

To access or use any Site or Service, you must have a valid user identification and password and provide contact information such as an email address ("Registration Information").

Your access to any Site or Service may be as an institution with a single user or in connection with an institution that contains multiple users or sub-users. The terms and conditions of this Agreement apply to each user or sub-user and the actions taken by or with respect to each sub-user are the actions or failures to act of the entire account taken as a whole.

No Transferability of Access. Your right to access and use any Site or Service, including your user identification and password, is personal to you and is not transferable by you to any other

person. Notwithstanding anything herein to the contrary, you may, with our permission, transfer the primary account holder to a different person within your institution.

User Identification and Password Protection. You agree and understand that you are responsible for maintaining the confidentiality of your password.

By providing us with your email address, you agree to receive all notices electronically to the email address(es) provided, and it is your responsibility to update or change that address from time to time to ensure its correctness. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the email or through a link to the appropriate page on a Site, accessible through a standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration Information, you agree to notify us immediately. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your user identification and password. Any transaction, action, or omission to act occurring on any Site or Service through the use of your user identification and password shall be considered to have been made by you, and any communication that we receive under your user identification and password shall be considered to have been made by you.

Upon your reasonable request to us, we shall (i) provide you, after a reasonable opportunity to review and to act, a new user identification or password, as applicable, to access certain Sites or Services; and (ii) remove, after reasonable opportunity to review and to act, users or sub-users associated with your account at any Site or Service.

Obligation of Accuracy. You agree to submit accurate information regarding your Registration Information and, to the best of your knowledge, any other information or material you provide to any Site or Service.

Timeliness of Information. You agree to update your Registration Information and any other information or material you provide to any Site or Service, as soon as you become aware of any error, mistake, misrepresentation, or change so as to ensure that it is accurate to the best of your knowledge.

Right to Make Changes to Sites or Services. We have the right to change the requirements necessary to access any Site or Service, which may result in you no longer having access to certain portions of a Site or the use of certain Services. We also have the right to change, improve, or correct the information, materials, and descriptions on any Site or Service, and to suspend and/or deny access to any Site or Service for scheduled or unscheduled maintenance, upgrades, improvements, or corrections. We will not be liable to you or to any third-party for doing so.

No Unauthorized Use. Unauthorized use of any Site or any Service or our computer systems or networks, including unauthorized entry into our computer systems or networks or any Site,

misuse or sharing of user identifications or passwords, or misuse of any other information, is strictly prohibited.

You may not, nor may you attempt to, use any Site or Service in any manner that could damage, disable, overburden, or impair any Site or Service, or interfere with any other party's use and enjoyment of any Site or Service.

You may not attempt to gain unauthorized access to any Site or Service, computer systems, or networks connected to any Site or Service through hacking, password mining, or by any other means.

Prohibited Uses of Sites and Services. You agree that you will not interfere with any other party's use and enjoyment of any Site or Service and that you will not:

- a. Use or attempt to 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 any Site or Service or any portion of any Site, without our express written consent, which may be withheld in our sole discretion;
- b. 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 any Site or Service, other than the search engines and search agents available through us and other than generally available third-party web browsers (such as Google Chrome, Microsoft Explorer, Microsoft Edge, Apple Safari, or Mozilla FireFox);
- c. Post or transmit, or attempt to 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 any Site or Service;
- d. Decipher, decompile, disassemble, reverse-engineer, or attempt to do any of the foregoing to any of the software comprising, or in any way making up a part of, any Site or Service;
- e. Market or try to sell any of your or any third-party products or services through any Site or Service without our express written consent (provided, however, that this provision shall not inhibit your use of any Site or Service for its intended purposes, including entering into transactions for the sale of loans, loan assignments, or loan participations);
- f. Use any Site or Service for any purpose that is unlawful, fraudulent, in contravention of any other agreement or prohibited by this Agreement, or that could give rise to any civil or criminal liability;
- g. Engage in any activities related to any Site or Service that are contrary to applicable laws or regulations, including any federal, state, or local banking or lending law or regulations, including any consumer finance protection law or borrower personal privacy law; or
- h. Use any Site or Service to offer to buy or sell, or make a solicitation to buy or sell, any "security", as that term is defined in the Securities Act of 1933.

Right to Suspend Access. While we aim to ensure that access to our Sites and Services is continuously available for all of our clients, we reserve the right to suspend your access and use of any Site or Service should we have reason to believe you, or your use of any Site or Service,

violates our this Terms of Use, and we shall not be liable to you or to any third party for doing so. We further reserve the right to suspend your registered username and/or password, even without notice from you, if we suspect that it is being used (i) in an unauthorized or fraudulent manner or (ii) by an unauthorized person. We will make commercially reasonable efforts to notify you of such suspension.

5. Obligation to Conform to Applicable Law

Personal Information Privacy. You agree that you shall not use any Site or Service in a manner that violates any federal, state, or local law governing any personal information that is available through any Site or the subject of any Service.

Confidential Information. You undertake that except as needed to use any Site or Service, you will not disclose details about the Site or Service to any third party and will exercise the highest reasonable degree of care to safeguard the confidentiality thereof. You agree to maintain all confidential information you access via the Sites and Services, including the confidential information of borrowers, co-lenders, and other third parties, exercising no less than the same degree of care you would use to safeguard your own confidential information, including with respect to the obligation to delete or destroy such information. You agree to fully comply with all applicable laws, rules, and regulations governing privacy and confidentiality of information you access via the Sites and Services.

Rights to Information Submitted or Provided by You. You are solely responsible for all content you submit to any Site or Service. By submitting any information or material to or on any Site, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable, 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 any Site or Service and its business. You also hereby grant each user of any Site a non-exclusive, royalty free, but non-transferable license to access your posted content through any Site, and to use, reproduce, distribute, prepare derivative works of, display, and perform such content as permitted through the functionality of any Site or Service and under and subject to this Agreement and any other governing agreement between you and each such user, including to the extent applicable any loan agreement, loan syndication, loan sale, loan assignment, or loan participation agreements.

Third-Party Product and Services. In connection with any Site or Service, we may use, display, or provide access to data or other content licensed from third-party providers ("Third-Party Content"). We have no discretion to verify, alter, or update such Third-Party Content (including any advertising or other marketing material included therein). The fact that we provide Third-Party Content is not an endorsement of the content or its source. We strongly encourage you to evaluate the policies applicable to any Third-Party Content. The Company shall have no responsibility or liability for any Third-Party Content or access thereto, and the Company shall not be responsible for any loss, unavailability, inaccuracy, or corruption of such Third-Party Content.

6. LoanStreet Marketplace Terms

Subject to the terms of your registration with LoanStreet, to the extent you are using any Site or Service to buy, sell, assign, or participate in any loan, you agree as follows:

Rights to Syndicate. You represent that you have the authority to use any Site or Service to sell, assign, or participate in any loan, and agree to make any required notices to the borrower in a timely manner. We are not responsible for ensuring that you conform to applicable loan documents or applicable laws.

Right to Purchase. You represent that you have the authority to use any Site or any Service to make a purchase of a loan, a loan assignment, or a loan participation and, to the extent you are, or are deemed to be, a co-lender under applicable agreements or applicable laws, that you are qualified to be a lender under any applicable banking or lending law or regulation. You agree that all purchases of loans on any Site or through any Service shall be for investment purposes with no present intention of disposing of the investment, and that no purchase shall be made on any Site or through any Service with a view to distribute that investment. You agree further that you will not market or try to sell any of your or any third-party product or service through any Site or Service without our express written consent; provided, however, that this provision shall not inhibit your use of any Site or Service for entering into transactions for the sale of loans, loan assignments, or loan participations.

Remittances. To the extent you are using the Company for the remittance of payments, you agree to provide us with the necessary information of a current bank or credit union account for the receipt of such remittances. To the extent we earn interest on any monetary amounts we hold prior to their distribution, we reserve the right to earn and retain such interest. We assume that we are not required to withhold any amounts on any funds we distribute, and that any withholding obligations shall be the obligation of the party using our Sites and Services to distribute such funds.

No Circumvention of the Company. For a period of twelve (12) consecutive months following termination of your use of the Sites and Services to buy, sell, assign, or participate in any loan, you agree that you shall not consummate any transaction with a party, the introduction of which was facilitated by the Company or any Site or Service, including through any introduction, analysis, or sales strategy made by the Company or a Company representative/third-party service provider. To the extent you engage in any such transaction described herein, you will remain bound by this Agreement and obligated to pay any applicable fees.

7. Use of Information Services on LoanStreet Sites

The Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, or other message or communication facilities (collectively, "Information Services") designed to enable you to communicate with the public at large or with a select group. You agree to use the Information Services only to post, send, and receive information,

messages, and material that are proper to the authorized uses of any Site or Service, including, for example, that when using any Information Service, you will not:

- a. Advertise or offer to sell or buy any goods or services for any business purpose (other than the sale of loans, loan assignments, or loan participations pursuant to the terms and conditions required by the Company);
- b. Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- c. Download any file posted by another user of an Information Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- d. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- e. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- f. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity), unless you own or control the rights thereto or have received all necessary consents;
- g. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- h. Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- i. Harvest or otherwise collect information about others, including email addresses, without their consent;
- j. Restrict or inhibit any other user from using and enjoying the Information Services or any Site and Service;
- k. Violate any code of conduct or other guidelines which may be applicable for any particular Information Service, or any Site or Service; or
- l. Violate any applicable laws or regulations.

We have no obligation to monitor the Information Services. However, we reserve the right to review materials and information on any Information Service and to remove any materials at our sole discretion.

We do not control or endorse the content, messages, or information found in any Information Service and, therefore, we specifically disclaim any liability with regard to any Information Service and any actions resulting from your participation in, or use of, any Information Service.

Users of any Site are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to the Information Services may be subject to confidentiality obligations and limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Subject to our Privacy Policy, you agree that any information or material submitted by you or any action you take may be aggregated and compiled by the Company and used and sold by the Company, including the use and sale of analytics based on the aggregated and compiled information submitted to the Company through any Site or Service. You further agree that you are not entitled to share in any fee, commission, or revenue generated by the Company due to these activities.

You agree and acknowledge that the Company will track the performance of your institution's posted loans over time through your use of any Site or Service and that the Company will disclose the performance of your posted loan portfolio to other parties, including when other users may be conducting due diligence in connection with the purchase or sale of any loan, loan assignment, or loan participation through a Site or Service.

Third Party Copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to admin@loan-street.com using the subject "copyright infringement":

- a) Your address, telephone number, and email address;
- b) A description of the copyrighted work that you claim has been infringed;
- c) A description of where the alleged infringing material is located;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- e) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- f) A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

8. Indemnification by You

You shall defend, indemnify, and hold us harmless, and our members, directors, officers, shareholders, affiliates, parent companies, subsidiaries, employees, and agents (each, a "Company Indemnified Party"), from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including the reasonable disbursement for legal counsel) of any kind or nature whatsoever that may be imposed upon, incurred by, or asserted against any Company Indemnified Party in any way relating to or arising out of your use of any Site or Service. These obligations will survive any termination of this Agreement.

9. Our Disclaimers

Disclaimer of Warranties and Representations

THE CONTENT OF ANY SITE AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH ANY SERVICE OR OTHERWISE PROVIDED BY US ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS.

EXCEPT AS EXPLICITLY SET FORTH HEREIN, WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, (I) AS TO THE OPERATION OF ANY SITE OR SERVICE, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THOSE OPERATIONS; OR (II) AS TO THE CONTENT PROVIDED ON ANY SITE OR RECEIVED THROUGH ANY SERVICE INCLUDING WITH RESPECT TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE CONTENT ON ANY SITE OR ANY SERVICE, WHETHER SUCH CONTENT IS PROVIDED BY US OR BY A USER OF ANY SITE OR SERVICE, AND WE EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THAT CONTENT.

WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, THAT THE CONTENT PROVIDED BY ANY USER OR THIRD-PARTY THAT MAY BE AVAILABLE THROUGH ANY SITE OR ANY SERVICE 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, SURREPTITIOUSLY INTERCEPT, OR EXPROPRIATE ANY SYSTEM, DATA, OR PERSONAL INFORMATION.

YOU EXPRESSLY AGREE THAT YOUR USE OF ANY SITE OR SERVICE IS AT YOUR SOLE RISK.

Additional Disclaimers

In addition to, and not as a limitation on, the disclaimers set forth immediately above, we make the following additional disclaimers:

Information Available on Our Sites or through Services. We are not a lender, underwriter, or borrower regarding any loan. We are not responsible for, do not perform any due diligence on, and shall not be liable for any information or material provided on any Site or through any Service by any user, including any information regarding any user, any borrower, loan, loan documents, or lender on any Site or available through any Service. We are not responsible for any lending decisions, including when those are made based on information provided on our Site or otherwise. We have no obligation to correct, complete, or ensure the timeliness of any information or material provided by any user on any Site, provided, however, that we will make commercially reasonable efforts to correct errors caused by us. The information and materials on any Site may contain typographical errors or inaccuracies. We have no fiduciary obligations to you. Any dated information is published as of its date only, and we do not undertake any obligation or responsibility to update or amend any such information. We do not represent that

any information provided by any user on any Site is complete, sufficient, or adequate for your procedures or analysis or approval in any decision-making process.

Information and Reports Provided by Us. From time to time, we may provide you and other users various reports, calculations, and analytics on information and material provided or generated by you to us, provided or generated by other users, or otherwise available on any Site or through any Service, including information related to loans and your and other users' performance over time on any Site or Service. We are not responsible for, do not perform any due diligence on, and shall not be liable for any information or material on which the reports and analytics are based, including any information about or from you, information about or from any other user, borrower, loan, loan documents, borrower payment or distribution, or lender on any Site or available through any Service.

We have no obligation to correct, complete, or ensure the timeliness of any information or material underlying the analysis run by you on any Site or available through any Service. You are responsible for any actions required under a loan instrument and we are not responsible to the extent a Site or Service is down that may hinder your ability to take any such action.

We will make commercially reasonable efforts to ensure the accuracy of the information that is specifically provided by us (as opposed to content generated, created, or provided by other parties, including other users). Additionally, we will make commercially reasonable efforts to explain and describe the reports, analytics, formulas, and/or equations used in creating, generating, or performing the reports and/or analytics, and assume, without performing any due diligence, that the calculations by the computer systems used by us are accurate. Except with respect to any purchased reports or analytics, any other reports or analytics available on any Site or through any Service is as a courtesy to its users only. We do not represent that any reports or analytics at all are complete, sufficient, or adequate for your procedures or analysis or approval in any decision-making process.

To the extent you become aware of any mistake, error, or other reason that the information provided or generated by you to us is not accurate, or you become aware that the reports or analytics generated or created by us based upon your information are not accurate in any way, you agree to notify us immediately so that we may take corrective action.

Notices, Elections, and Other Actions. Any notices, elections, votes, or other similar actions taken, delivered, performed, or received on any Site or Service regarding your loan shall constitute a valid notice, election, vote, or other similar action, including delivery and performance, under your loan document(s) in addition to other valid forms of such permitted activities under your loan document(s). You understand and agree that any notices, elections, votes, or other similar activities provided or delivered to you by us or through any Site or Service by any other party may be delayed or prevented by a variety of factors. We will engage in commercially reasonable efforts to provide notices, elections, votes, and other similar actions in a timely manner. Notices, elections, and votes provided through us often include information generated by other users, and we do not guarantee the accuracy of user-generated content

within any such notice, election, or vote. Additionally, you agree and acknowledge that our ability to deliver timely notices, elections, or votes is dependent upon a number of items, including your maintaining accurate user profile information and the availability of internet access.

We are not a Registered Exchange, Financial Planner, Investment Adviser, or Tax Adviser; we do not, nor does any Site or Service provide or intend to provide, any legal, tax, investment, or financial advice. In addition, we are not: (1) a registered exchange under the Securities Exchange Act of 1934; (2) a registered investment adviser under the Investment Advisers Act of 1940; or (3) a financial or tax planner, and do not offer legal advice to any user of any Site or Service. The Company is not making, and nothing contained in any Site or Service is making, an offer or solicitation to buy or sell any security as that term is defined in the Securities Act of 1933.

Your financial situation is unique, and any use of any Site or Service may not be appropriate for your situation. Accordingly, before making any final decisions or entering into any transaction, we strongly suggest that you obtain additional information and advice from your legal or financial advisers who are fully aware of your individual circumstances.

10. Our Limitation on Liability

WE AND EACH OF OUR OFFICERS, DIRECTORS, MEMBERS, PARENT COMPANIES, SHAREHOLDERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, OR AGENTS (EACH, A "COMPANY PARTY") 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 LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO ANY SITE, YOUR USE OF ANY SERVICE, ANY ACTION OR INACTION TAKEN BY ANY LENDER, OR THIS AGREEMENT, EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE TOTAL LIABILITY FOR ALL COMPANY PARTIES TAKEN AS A WHOLE TO YOU FOR ANY CAUSE OF ACTION REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE ACTUALLY PAID TO THE COMPANY WITHIN THE PRECEDING TWELVE (12) CONSECUTIVE CALENDAR MONTHS, IF ANY.

YOU AGREE THAT ANY CAUSE OF ACTION AGAINST ANY COMPANY PARTY ARISING OUT OF OR RELATED TO YOUR USE OF ANY SITE OR SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, ANY SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, AND YOU AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT YOU WILL NOT PURSUE ANY CAUSE OF ACTION AGAINST ANY COMPANY PARTY ARISING OUT OF OR RELATED TO YOUR USE OF ANY SITE OR SERVICE.

11. Our Right to Intellectual Property

Copyright and Trademark. Trademarks, logos, and service marks displayed on any Site are our registered and unregistered trademarks, or those of other third parties. All of these trademarks, logos, and service marks are the property of their respective owners or authorized licensees. Nothing on any Site or Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on any Site without our prior written permission. We reserve all rights not expressly granted in any Site or Service and its content.

Any Site or Service and all of its content, its “look and feel”, including text, design, graphics, images, interfaces and code, software, and the selection and arrangement thereof, is our property, and protected as a compilation under the copyright laws of the United States and other countries.

Other Proprietary Information or Processes. All other proprietary information or processes used on any Site or through any Service is our exclusive property. Nothing on any Site or Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any proprietary information or process without our prior written permission. We reserve all rights to our proprietary information and processes not expressly granted in and to any Site or Service. Nothing in this provision is intended to inhibit the authorized use by you of any Site or Service pursuant to the terms and conditions of this Agreement.

We represent and warrant that we have all requisite intellectual property rights necessary to offer and operate all of the services provided by the Company through any Site or Service.

12. Our Privacy Policy

For information about our data protection practices, please read our Privacy Policy in its entirety. The Privacy Policy explains how we treat your personal information and protect your privacy when you access any Site or use any Service. The Privacy Policy may be updated from time to time at our sole discretion. Changes to the Privacy Policy are effective upon posting to any Site, or such later date as otherwise specified upon posting. To the extent you are required to adhere to certain other privacy obligations by virtue of any loan or other related agreements, you are responsible for adherence to those obligations.

13. No Waiver; Cumulative Remedies

No failure or delay on our part to exercise, and no course of dealing with respect to any right, power, privilege, or remedy under this Agreement shall operate as a waiver thereof, nor shall our single or partial exercise of any right, power, privilege, or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, privilege, or remedy. All of our rights, powers, privileges, and remedies provided for in this Agreement are cumulative and in addition to any and all other rights, powers, privileges, and remedies provided by applicable law, and are not conditional or contingent on any attempt by us to exercise any of

our rights under this Agreement, any other document or agreement to which we are a party, or any other applicable law.

14. Captions

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

15. No Third-Party Beneficiaries

This Agreement does not confer any rights or remedies upon any party other than (i) us; (ii) Company Parties; and (iii) each other party that is subject to this Agreement and each applicable permitted executor, successor, and assign; and each listed party (i) through (iii) may enforce the terms of this Agreement against any other such party, as applicable.

16. Amendments or Modifications

The Company has the right to modify its Terms of Use from time to time and will advise you of any material modifications by providing you a notice by electronic means in advance and by posting the revised agreement on a Site. You understand and agree that your continued use of the Site or Services following the provision of notice indicates your acceptance of any such modifications, which will become part of this Agreement. We will not post notification of non-material changes.

17. Entire Agreement; Controlling Agreement and Survival

This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior agreement or understanding between you and us, including any oral agreements or representations, with respect to this subject matter. To the extent there is a conflict between any provision in this Agreement as it relates to our rights and obligations and any agreement you may enter into regarding the purchase, sale, or origination of a loan, this Agreement shall control and govern.

From time to time, LStreet Administrative Services LLC may also serve as an administrative agent. To the extent LStreet Administrative Services LLC is acting in such capacity for a particular lender, the terms and conditions of that administrative function may be governed by a separate agreement.

All covenants, agreements, representations, and warranties made in this Agreement by you shall survive any termination of this Agreement.

18. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. Choice of Law and Venue

This Agreement and your obligations hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. You hereby agree and submit to the exclusive jurisdiction of the state or federal courts of the State of New York in any action, suit, or proceeding based on or arising under this Agreement. To the fullest extent permitted by law, the parties hereby waive as a defense that any such action, suit, or proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the State of New York for any such action, suit, or proceeding is appropriate.