

## Terms of Use Policy

*Date of most recent update: October 1, 2015*

### Introduction and Scope of Policy

This Terms of Use Policy (“Policy”) applies to your interaction with the summitfunding.net website or any related online or mobile site or application that Summit Funding, Inc. (“Summit”) owns and controls (collectively the “Site”). The use of the Site and any of the services provided by Summit in connection with the Site (“Services”) are being provided to you expressly subject to the terms and conditions contained in this Policy.

By using the Site or interacting with a Summit advertisement or page or account on a third party site, you consent to this Policy, including your consent to our use and disclosure of information about you in the manner described in this Policy.

By accessing, visiting, browsing, or interacting with any part of this Site, you agree that you are at least 18 years of age and that you have read, understand, and agree to be bound by all of the terms of this Policy. From the Site, Summit does not knowingly collect personal information from individuals under the age of 18 without obtaining verifiable consent from their parents.

If Summit makes updates to this Policy, Summit will update the Policy with the changes and revise the “date of most recent update” posted at the top of this Policy. Any updates to the Policy become effective when Summit posts the updates on the Site. Your use of the Site following the update to the Policy means that you accept the updated Policy.

You understand and agree that effective use of this Site may require your browser to use software plug-ins and modules in order to correctly display content and utilize features on the Site. YOU ACKNOWLEDGE THAT NEITHER SUMMIT NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS WARRANTS THAT USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, NONE OF THE AFOREMENTIONED PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE EXPERIENCED FROM USE OF THE SERVICES OR THIS SITE, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY OF THE INFORMATION , SERVICES, OR MERCHANDISE PROVIDED THROUGH THE SERVICES AND THE SITE OR ANY SITE CONNECTED TO THIS SITE VIA HYPERLINK OR OTHERWISE. THIS DOES NOT AFFECT ANY MANUFACTURER’S WARRANTIES THAT THE PROVIDERS OF THE LINKED SITES OTHERWISE MAY OFFER.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS POLICY OR WHERE THE LAW REQUIRES AN ALTERNATIVE STANDARD, YOU AGREE THAT SUMMIT IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE, ACCIDENT OR INJURY CAUSED EITHER BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM

EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUMMIT WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC, OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE SERVICES, THE SITE, BROWSER SOFTWARE, AND THE LIKE. THIS INCLUDES ANY LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES, “MALWARE” AND THE LIKE WHICH MAY INFECT YOUR COMPUTER SYSTEM.

#### Access, Registration, and Submissions of Information

In order to access this Site or some of the resources offered herein, you may be invited to register personal or business information. This will allow Summit to tailor its Services to your personal needs and alert you to other products and Services that may be helpful to you and/or your business.

Your continued use of this Site is conditioned upon the correct, current, and complete provision of any such information. If Summit believes that the information you provide is not correct, current, or complete, Summit retains the right to refuse you access to this Site or to any of its resources, and to terminate or suspend your access at any time and without prior notice.

As a convenience to you, any information you provide through this Site may be kept in a profile for you and/or your business. This profile and any of the information you provide will be protected to the extent described in our Privacy Policy.

If you are enrolled in any online services provided by Summit, your use of those Services is governed by the agreement executed upon consummation of your enrollment (the “Online Services Agreement”), which incorporates this Policy by reference. If there is any conflict between this Policy and the Online Services Agreement, the Online Services Agreement controls.

You hereby grant to Summit the royalty-free, perpetual, irrevocable, complete, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute, and display all content, remarks, suggestions, ideas, or other information communicated by you to Summit through this Site, (collectively, “Submissions”), and to incorporate any Submissions in other works in any form, media, or technology now known or later developed. Notwithstanding the provisions set forth in the Privacy Policy, Summit will not be required to treat any Submission as confidential, and may use any Submission in its business without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Summit operations.

Summit reserves the right to modify or terminate the Services and this Site or to modify or terminate your access to the Services and Site, in whole or in part, at any time and without prior notice.

#### Restrictions on Use

You may use this Site for purposes expressly permitted in this Policy. As a condition of this Policy, you warrant to Summit that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices or state or federal law.

You may not participate in or authorize any party to participate in activities including but not limited to co-branding, framing, or hyperlinking to this Site without the express prior written permission of an authorized representative of Summit. “Co-branding,” for the purposes of this Policy, means the display of a name, logo, trademark, or other means of attribution or identification of one party in such a manner as is reasonably likely to give a viewer the impression that such other party has the right to display, publish, or distribute content from or accessible within this Site. You may not use the Site or Services in any way which could disable, overburden, damage, or impair the Site, or interfere with any other party’s use and enjoyment of the Site.

This Site is for your personal and non-commercial use, except where otherwise specified. You may not use this Site for any purpose other than those specifically allowed in this Policy. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, software, products or services obtained from or otherwise connected to this Site. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the Site.

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If you believe in good faith that materials available on this or any other Summit Site infringe your copyright, you may send Summit a notice requesting removal of such material. If you believe in

good faith that Summit or one of its third-party affiliates has wrongfully filed a notice of copyright infringement against you related to this Site, the Digital Millennium Copyright Act provides that you may send to Summit a counter-notice. Details on notices and counter-notices are available on the United States Copyright Office website at [www.copyright.gov](http://www.copyright.gov).

The Site may be hyper-linked to other sites which are not maintained by or related to Summit. Such hyper-links are provided as a Service to users and are not sponsored by or affiliated with Summit. Summit has not reviewed any or all of such sites and is not responsible for the content of those sites.

### Use of Communication Services

The Site may contain or provide access to forums, bulletin or chat services, message boards, and/or other message or communication facilities (collectively, "Communication Services"). Summit makes no warranty that these Communication Services will be available at any particular time or will be free of fault or error. These Communication Services are provided as a convenience to facilitate your understanding and use of Summit' products and services. You will not use these Communication Services to send any abusive, defamatory, dishonest, or obscene message, to transmit any proprietary material belonging to another party, that violates any law or may be considered to violate any law, or that advertises or engages in commercial activity. Violation of this section may result in terminating your use of the Communication Services.

Summit reserves the right to monitor use of this Site to determine compliance with this Policy, as well as the right to remove or refuse any information for any reason. Summit reserves the right to terminate your access to any and/or all Communication Services at any time, for any reason, and without advance notice. Summit also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process of governmental request, or to edit or remove any information transmitted through the Communication Services, in whole or in part, in its sole discretion. Materials submitted through a Communication Service may be subject to limitations on use, reproduction, and dissemination and you are responsible for abiding by such limitations.

Notwithstanding the above provisions, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Summit nor any third party affiliate of Summit will assume any liability related to any action or inaction by Summit or such third party with respect to your submissions and use of the Communication Services. Summit specifically disclaims any liability with respect to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Summit spokespersons, and their views do not necessarily reflect those of Summit.

### Limitations on Liability

Summit, its subsidiaries, affiliates, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages. Even if Summit has been advised of the possibility of such damages, in no event will the collective liability of Summit and its subsidiaries, affiliates, employees, agents, officers, and directors to any party exceed the greater of \$100 or the amount you have paid to Summit for the applicable content or service out of which liability arose.

You will indemnify and hold Summit, its subsidiaries, affiliates, employees, agents, officers, directors and contractors (the "Indemnified Parties") harmless from any breach of this Policy by you, including any use of Content other than expressly authorized in this Policy. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. The Indemnified Parties shall also be held harmless from and against any claims brought by third parties arising out of your use of this Site.

#### Miscellaneous

This Policy will be governed and interpreted pursuant to the laws of the state of California. You specifically consent to personal jurisdiction in California in connection with any dispute between you and Summit arising out of this Policy or pertaining to the subject matter hereof. If any part of this Policy is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Summit as a result of this Policy or the use of the Site. This Policy constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Summit with respect to the Site.

A printed version of this Policy and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding the foregoing, any additional terms and conditions on the Site will govern the items to which they pertain. Summit may revise this Policy at any time by updating this posting.

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