



## TERMS OF USE

Please review these Terms of Use before using this site or accessing any data on the CFSG platform. If you do not agree to these terms without limitation or exclusion, you should exit this site.

Welcome to the CFSG financial platform. The CFSG service and network (collectively, the "Service") are operated by Castleberry Financial Services Group, LLC, a Florida Limited Liability Corporation ("the Company," "we," or "us"). By accessing or using our web site at [www.CastleberryFinancialServices.com](http://www.CastleberryFinancialServices.com), including any subdomain thereof (the "Site"), you (the "User") signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use"), regardless of whether you are a registered member of the Service. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses the Site. For any terms herein applicable to all Users, all applicants, whether individually or jointly, all investor members, or business and other entity Users specifically, or where the context otherwise requires, "Users" shall be deemed to include any business or other entity on behalf of which the Site or Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of the Site or Service. For purposes of these Terms of Use, a sole proprietor participating in our Small Business lending program is deemed to be acting on behalf of a business.

### Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the Site and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of the Service or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use.

## TERMS APPLICABLE TO ALL USERS: ELIGIBILITY, LICENSE AND REPRESENTATIONS

### Eligibility: General

This Site is intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older, and any registration by, use of or access to the Site by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, the Company may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

## Proprietary Rights in Site Content; Limited License

All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your use in connection with your use of the Site or Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

You may review personal information (including credit data) posted by or relating to other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users. You may not reproduce any personal information (including credit data). Further, you represent and warrant that: (i) you do not have the ability to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (ii) you will not make any attempt to obtain data permitting you to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (iii) you will not accept any information from any third party that permits such a match; and (iv) you will make no such match.

## Restrictions on Data Collection/Termination

Without our prior consent, you may not:

- Ⓢ use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
- Ⓢ frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Site's pages, or otherwise affect the display of this Site's pages;
- Ⓢ engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
- Ⓢ upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any CFSG employee or third party;
- Ⓢ Use data provided by CFSG, provided in any manner whatsoever, for any competing uses or purposes. You further agree that you have never used data, provided in any manner whatsoever, from Lending Club in the past to compete with the products or services of Lending Club; or
- Ⓢ use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

**We may terminate, disable or throttle your access to, or use of, this Site and the Services at any time without notice for any reason, with or without cause at CFSG's sole discretion.**

The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

## User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory, fraudulent or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Service or the Site or for any other purpose. You further agree that you may not use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site. In addition, you agree not to use the Service or the Site to:

- ▣ upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- ▣ except where authorized by the Company, register for more than one User account, register for a User account on behalf of an individual other than yourself, operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name, or register for a User account on behalf of any group or entity (other than approved investment accounts opened on behalf of legal entities, joint consumer loan accounts or accounts opened for purposes of participating in our Small Business lending program);
- ▣ impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity;
- ▣ upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- ▣ upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- ▣ solicit personal information from any natural person under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes from any User;
- ▣ upload, post, transmit, share or otherwise make available any material that contains software viruses or any other malicious or tracking computer code, files or programs designed to track, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- ▣ intimidate or harass another User;
- ▣ upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- ▣ use or attempt to use another's account, service or system without authorization from that person and the Company, or create a false identity on the Service or the Site; or
- ▣ upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose the Company or its Users to any harm or liability of any type.
- ▣

## User Content Posted on the Site

You are solely responsible for the personal or business information, photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content that you upload, publish, provide or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other Users (collectively the "User Content"). It is against the Terms of Use to contact members directly or to attempt to enter into any lending transactions with members outside of the Service. You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of the Company violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review personal or business information (including credit data) posted by other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users.

## **ALL USERS: CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES**

Because the CFSG financial platform operates only on the Internet, whether you choose to participate on our platform as an investor or in any other manner, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with CFSG, a Florida Wealth Management Services Group, therefore, we also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms of Use, you agree to receive electronically all documents, communications, notices, contracts, and agreements (including any IRS Form 1099) arising from or relating to your use of the Site and Service, including any investment you may have with CFSG, your registration as an investor on our Site, any investment you may fund, notes you have purchased, your use of this Service, and the servicing of your investment, if funded, as an investor of CFSG (each, a "Disclosure"), from us, whether we are acting in the capacity as trustee or otherwise, or CFSG. An IRS Form 1099 refers to any Form 1099 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically (each, an "IRS Form 1099"). The decision to do business with CFSG electronically is yours. This document informs you of your rights concerning Disclosures.

**CUSTOMER COMMUNICATIONS:** By accepting these Terms of Use, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

**TELEMARKETING CALLS:** If you have provided consent for telemarketing calls, you agree that (i) we, our agents, representatives, affiliates, third parties, and anyone calling on our behalf may call, email or SMS messages (including text messages) you at the numbers and addresses you have provided for purposes of describing goods and services that may be of interest to you, offered by us, our affiliates and/or third parties; (ii) agree these calls, text and email messages may be made using an automatic dialing or email system technology and/or involve prerecorded and/or artificial voice messaging. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to telemarketing calls may be revoked by informing the telemarketing representative, or any other method, which ensures we receive the revocation.

**Your consent to telemarketing calls is not a condition of your investment.**

You also understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry.

**Opt-Out:** You can revoke your consent by contacting us via email at [castleberryfinancialservices.com](mailto:castleberryfinancialservices.com) or by calling Member Support at 888-596-3157. You may also reach us in writing to us at the following address : Castleberry Financial Services Group, Inc. 12794 W. Forest Hill Blvd Suite 10 Wellington, Florida 33414.

**CALL RECORDING AND MONITORING:** You consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with CFSG (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) or that we (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) place to you.

**Electronic Communications.** Any Disclosures will be provided to you electronically through [castleberryfinancialservices.com](http://castleberryfinancialservices.com) either on our Site or via electronic mail to the email address you provided. If you require paper copies of such Disclosures, you may sign in to your account on our Site and print the documents desired or you may write to us at the mailing address provided below and a paper copy will be sent to you at a cost of up to \$5.00 per document requested. If you do not consent to receive an IRS Form 1099 electronically when you agree to these Terms of Use or subsequently revoke such consent, a paper copy of any IRS Form 1099 required to be delivered to you after the effective time of your failure to consent or revocation of consent will be sent to you at no cost. However, a fee may be charged for any additional or replacement copies of such IRS Form 1099. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. Any IRS 1099 Forms provided electronically will remain accessible through at least October 15 of the year in which such IRS Form 1099 is made available; after that time the IRS Form 1099 may no longer be accessible electronically. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

**Scope of Consent.** Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and CFSG. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

Consenting to Do Business Electronically. Before you decide to do business electronically with CFSG, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and hardware capable of running this software. To ensure access and optimal printing of your loan documents in PDF format, you must have Adobe Reader. To install the free version of Adobe Reader, [click here](#).

**Additional Mobile Technology Requirements.** If you are accessing our site and the Disclosures electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. These applications can be found for most mobile devices in the device's respective "app store". If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

**Withdrawing Consent.** You may withdraw your consent to receive Disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent you will not be able to post loan requests on our Site. If you have a pending loan request on our Site we will terminate it and remove it from our system. If you have already received a loan, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified home address provided during registration (except with regard to participants in our Small Business lending program, as discussed under "Terms Applicable to Business and Other Entity Users" below). If you are an investor member on the Site and you withdraw your consent to receive Disclosures electronically, you may continue to contribute funds to requests on the Site. If you have already purchased one or more notes, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified home address provided during registration (except with regard to investor members that are entities, as discussed under "Terms Applicable to Business and Other Entity Users" below).

If you withdraw your consent to receive IRS Forms 1099 electronically, we will confirm your withdrawal and its effective date in writing by email. Such withdrawal will take effect for the calendar year in which it is made so long as such withdrawal is made before November 1 of such calendar year.

How to Contact Us regarding Electronic Disclosures. You can contact us via email at [castleberryfinancialservices.com](mailto:castleberryfinancialservices.com) or by calling 877-640-9393. You may also reach us in writing to us at the following address: Castleberry Financial Services Group LLC 12794 W. Forest Hill Blvd Suite 10 Wellington, Florida 33414.

You will print a copy of this Agreement for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Site.

Change in Your Contact Information. If you are an individual User, you will keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by calling 877-640-9393. You also agree to update your registered residence address and telephone number on the Site if they change. If you are a business or entity User or are acting on behalf of a business or entity, you will keep us informed of any change to your email address, telephone number and primary business address, as discussed under "Terms Applicable to Business and Other Entity Users" below.

## **INVESTOR MEMBERS: SECURITIES MATTERS**

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

## **TERMS APPLICABLE TO INDIVIDUAL USERS**

### **Registration Data; Account Security**

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site or otherwise requested by the Company ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; (d) promptly notify the Company regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Site or Service or the terms on which you use the Site or Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

## TERMS APPLICABLE TO BUSINESS AND OTHER ENTITY USERS

### Eligibility: Business and Other Entity Users

Access to the Site for Users that are businesses, other entities or persons acting on behalf of such businesses or entities, including for all Users participating in our Small Business lending program, is intended solely for authorized representatives of businesses or other entities that are in good standing in each jurisdiction in which they are registered to conduct business and persons otherwise authorized by such businesses or entities to act in furtherance of the business or entity's use of the Site or Service. By using the Service or the Site on behalf of a business or other entity, including as a sole proprietor participating in our Small Business lending program, you represent and warrant that you are duly authorized in accordance with the foregoing by the business or other entity on behalf of which you are acting, that you have the power and authority to enter into binding agreements on behalf of the business or entity or in the capacity in which you are acting, and that the business or entity is in good standing in each jurisdiction in which it is registered to conduct business to the best of your knowledge. Furthermore, you confirm that you agree to all of the terms and conditions of these Terms of Use individually and on behalf of such business or other entity, and represent and warrant that you and such business or other entity will abide by all of the terms and conditions of these Terms of Use. If you, the business or entity, any other person acting on behalf of the business or entity or any guarantor (if applicable) violate any of these Terms of Use, or otherwise violate an agreement between the business or entity (or, if applicable, any guarantor) and the Company, the Company may terminate the business or entity's membership, delete any associated profile and any content or information posted on the Site in connection with the business or entity's membership and/or prohibit you, such business or entity and any other person acting on the business or entity's behalf from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice.

### Additional Representations: Business and Other Entity Users

In addition to the User Representations set forth above under "User Representations," which you hereby confirm on behalf of the business or entity member, you further agree, both individually and on behalf of the business or entity, not to use the Service or the Site to:

- ☐ register for multiple User accounts on behalf of the same business or entity;
- ☐ operate or otherwise utilize an account opened in the name of a business or entity for the benefit of any persons other than that business or entity;
- ☐ operate or otherwise utilize an account opened in the name of a business or entity for any purpose prohibited by law or regulation, any activity which that business or entity is not duly authorized to conduct, or for any purpose prohibited by any other agreement between the business, guarantor or entity and CFSG;
- ☐ operate a User account on behalf of any business or entity with regard to which you are not an authorized person with the power to enter into binding agreements on behalf of the business or entity;
- ☐ communicate with any other User regarding the business or entity, or its business operations, other than anonymously and publicly via the Site, or upload, post, transmit, share or otherwise make available any information or informational material identifying the business or entity or its business operations (other than Registration Data provided to the Company or other information requested by the Company or otherwise necessary for your use of the Site or Service); and
- ☐ upload, post, transmit, share, store or otherwise make publicly available on the Site any private information regarding the business or entity, including, without limitation, addresses, phone numbers, email addresses, tax identification numbers and credit, or any personal information regarding persons associated with the business or entity (other than Registration Data provided to the Company).

Furthermore, you represent and warrant and agree, both individually and on behalf of the business or entity, that:

- ☐ all email addresses provided on behalf of the business or entity are and will be used by the business or entity for business purposes; and
- ☐ you will not represent or portray the business or entity as being affiliated with the CFSG in any capacity other than being a User of the Site or Service without the Company's prior written consent.

## Additional Representations: Investors

In addition to the User Representations set forth above under "User Representations" and "Additional Representations: Business and Other Entity Users," which you hereby confirm on behalf of the investor you further agree and confirm, both individually and on behalf of the business and/or entity, that:

- ☐ use of the Site and Service is contingent on acceptance of and compliance with these Terms of Use by all persons acting on the business or entity's behalf or in furtherance of the business or entity's investment, including persons acting as a prospective guarantor of any investment;
- ☐ all information relating to any prospective guarantor of any requested loan that is requested by any registration forms on the Site will be provided via the Site directly by such prospective guarantor;
- ☐ neither you nor the business or entity will communicate with any other User regarding any investment made by the business or entity other than anonymously and publicly via the Site;
- ☐ neither you nor the business or entity will use the Service or the Site to attempt to generate business or investment interest in the business or entity from any other person, including other Users, other than for purposes of investing via the Service or through the use of the proceeds of any investment interest the business or entity may receive; and
- ☐ you will not represent or portray the business or entity as anything other than a investor in connection with your investment without the CFSG's prior written consent.

## Registration Data; Account Security

In consideration of your use of the Site and the Service on behalf of a business or other entity member, you, individually and on behalf of such business or entity, agree to (a) provide accurate, current and complete information about the business or entity, yourself and any other principals and/or authorized representatives of the business or entity member as may be prompted by any registration forms on the Site or otherwise requested by CFSG ("Registration Data"), including the business or entity's full legal name; (b) provide such materials as the Company may request to establish and/or verify your or any other person's identity or authority to enter into binding agreements on behalf of the business or entity, or to establish and/or verify the business or entity's legal existence, good standing in any jurisdiction and eligibility to use the Site or Service, or to establish and/or verify your eligibility to act as guarantor with regard to any loan requested by the business or entity; (c) maintain the security of any password and identification issued for use by or on behalf of the business or entity; (d) maintain and promptly update the Registration Data, and any other information provided to the CFSG by you or anyone else acting on behalf of the business or entity, to keep it accurate, current and complete; (e) promptly notify CFSG regarding any material changes to information or circumstances impacting the business or entity's legal existence, good standing in any jurisdiction in which the business or entity is authorized to conduct business, or eligibility for continued use of the Site or any Service; and (f) be fully responsible for all use of any accounts opened on behalf of the business or entity and for any actions that take place using such account.

## Scope of License to Use

For Users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Site granted above shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity for whom Registration Data has been provided to the Company while acting on behalf of the business or entity member in their official capacities. Any access to or use of the Site by persons who are not authorized representatives of the business or entity, including but not limited to any representative for whom Registration Data has not been provided, voids this license and shall constitute a violation of these Terms of Use. Furthermore, this license is revocable by us at any time with regard to the business or entity member and/or any person acting on such business or entity's behalf without notice and with or without cause.

## Withdrawn Consent to Electronic Disclosures: Investors

If you withdraw your consent to receive Disclosures electronically as discussed above, and have an investment with CFSG, we will terminate it and remove it from our system. If you withdraw your consent to receive Disclosures electronically and are an investor, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your primary business address as provided during registration or updated by you. You agree to keep CFSG informed of any changes to your primary business address so that you can continue to receive all Disclosures in a timely fashion. If your email address or primary business address change, you must notify us of the change by calling 877-640-9393. You also agree to update your primary business address and telephone number on the Site if they change. If you are acting as a potential guarantor for a Small Business loan, you also agree to notify us of any change to your home address via email or telephone using the contact information provided above.

## Withdrawn Consent to Electronic Disclosures: Other Business or Entity Users

If you are an investor member on the Site and you withdraw your consent to receive Disclosures electronically as discussed above, you may continue to contribute funds to your account on the Site. If you withdraw your consent to receive Disclosures electronically and have already purchased one or more notes, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your primary business address as provided during registration or updated by you. You agree to keep us informed of any changes to your primary business address so that you can continue to receive all Disclosures in a timely fashion. If your email address or primary business address change, you must notify us of the change by calling 877-640-9393. You also agree to update your primary business address and telephone number on the Site if they change.

## ALL USERS: INTELLECTUAL PROPERTY MATTERS

### Trademarks

CFSG and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CFSG.

### Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

Name of Agent Designated to Receive Notification of Claimed Infringement:	Attention: Legal Department
Full Address of Designated Agent to Which Notification should be Sent:	12794 W. Forest Hill Blvd Suite 10
Telephone Number of Designated Agent:	Wellington, Florida 33414
Facsimile Number of Designated Agent:	(877) 640-9393
E-Mail Address of Designated Agent:	(561) 469-6290
	Castleberryfinancialservices.com

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



## **Infringer Policy**

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at the Company's sole discretion, the memberships of members who are deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **ALL USERS: MISCELLANEOUS TERMS**

### **Links to Other Web Sites and Content**

The Site contains (or you may be sent through the Site or the Services) links to other web sites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

### **User Disputes**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

### **Privacy**

Please review the Site's Privacy Policy. By using the Site or the Service, you are consenting to the Privacy Policy and agree to have your personal data transferred to and processed in the United States. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

### **Disclaimers**

None of CFSG's, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the CFSG Parties disclaim liability for errors or omissions in the Content.

This Site and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The CFSG Parties do not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

CFSG does not guarantee the accuracy of any User Content or Third Party Content. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. CFSG is not responsible for the conduct, whether online or offline, of any User of the Site or Service. CFSG cannot guarantee and does not promise any specific results from use of the Site and/or the Service to obtain a loan.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to Users, or any interactions between Users of the Site, whether online or offline.

CFSG reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

## **Limitation on Liability**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR", IN NO EVENT WILL CFSG OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR MEMBERS: SECURITIES MATTERS", TO THE EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. IN NO CASE, EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR", WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM CFSG, REGARDLESS OF THE CAUSE OF ACTION.

IN ADDITION TO THE SPECIFIC SECURITIES LAWS PROVISIONS DESCRIBED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR", CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **Governing Law; Venue and Jurisdiction**

By visiting or using the Site and/or the Service, you agree that the laws of the State of Florida, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Use. If you obtain a loan, the terms of the loan will be governed by federal laws and the laws of the State of Florida to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

## **Indemnity**

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor member or while registering as an investor member in connection with their (i) posting of User Content or (ii) use of the Site or Service.

## **Other**

The failure of CFSG to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.