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In the event State law does not allow the exclusion or limitation of liability for consequential or incidental damages, Altbank's liability shall be limited and warranties are excluded to the fullest extent permitted by law, but shall in no event exceed \$100.00.

You agree that any cause of action arising out of or related to Altbank, any website, or any website content or user content must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

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You agree to indemnify, defend, and hold harmless Altbanc, its affiliates, and partners, including without limitation, Altbanc's service providers and banks—and their respective officers, directors, employees, agents, and representatives—from and against all losses, expenses, damages and costs including reasonable attorneys' fees, for any claims, causes of actions, procedures or allegations arising out of or relating to any violation of these Terms of Use, your use of the website, website content, or user content (including but not limited to infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing any website on your behalf. Altbanc reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

5. UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Services in any manner that could damage, disable, overburden, or impair the Altbanc website or interfere with any other parties' use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services, computer systems or networks connected to any Altbanc server or to any of the Services through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through these Services.

6. EXTERNAL LINKS

Links to other websites do not imply an endorsement of the materials disseminated at those websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at this site. Links to other websites are provided by Altbanc as a convenience to its users. Altbanc is not responsible for the materials contained in any website linked to this site.

Please be advised that third-party websites may have different terms of use and privacy policies.

7. AUTHORITY

Use of the Services is void where prohibited. By using the Services, you represent and warrant that (a) all application information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; (d) your use of the Services does not violate any applicable law or regulation; (e) you are authorized on behalf of the company whose name you have entered to apply for business financing. Your profile may be deleted and your Membership may be terminated without warning if we believe, in our sole discretion, that you are in violation of any Terms of Use.

You understand and agree that Altbank and our agents and assignees are authorized to contact third parties to conduct background checks and other investigative reports and make credit report inquiries (including requesting business and personal credit bureau reports from credit reporting agencies and other sources) or for any other lawful purpose, and that Altbank has the authority for the foregoing in connection with any update, renewal, or extension of the credit to the company on whose behalf you are applying for credit. Upon your written request, we will advise you if we obtained a credit report. You understand and agree that Altbank is making no commitment or guarantee that any product, evaluation, or guidance provided by Altbank will result in an approval for funding.

8. ACCOUNT SECURITY

Customer Duty – You agree to keep confidential all passwords, user IDs, IP addresses and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your Altbank account, password, user ID or IP address. You agree to:

(a) Immediately notify Altbank if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the customer either for profit or not-for-profit) or unauthorized disclosure or use of your Altbank account, password, user ID or any credit or charge card numbers provided to Altbank by calling (551) 336-6136;

(b) Ensure your exit from your account as applicable at the end of each session; and

(c) Periodically change your password.

Account Access – You authorize Altbank to provide information about and make changes to your Altbank account including adding new services on the direction of any person able to provide information we deem sufficient to identify you.

Assumption of Risk – There is a risk that other(s) may attempt to access your services, such as through the internet or connected networks. You acknowledge this risk is inherent to the shared nature of the services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

9. ELECTRONIC COMMUNICATIONS

By using parts of this website, or sending e-mails to Altbank, you agree to receive communications from us electronically, and that all agreements, notices, disclosures and other communications that we, our affiliates, partners or independent contractors provide to you electronically satisfy any legal requirement that such communication be in writing and are effective immediately.

You have the right to withdraw your consent to receive disclosures and submit information electronically. You may withdraw your consent by contacting the Company in writing. If you choose to withdraw your consent, you will not be able to make any requests through our website. If you have a pending request on our website, we will terminate it and

remove it from our system. If you have already received funding, all previously agreed to terms and conditions will remain in effect, and we will send disclosures to your verified business address provided during registration.

You may obtain a free copy of your electronic application by contacting the Company in writing at 221 River Street, 9th Floor, Hoboken, NJ 07030 or by telephone at (551) 336-6136.

10. TELEPHONE COMMUNICATIONS

You hereby expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls and SMS messages (including text messages) from Altbanc, its affiliates, marketing partners, agents and others calling at Altbanc's request or on its behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular or mobile telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You may opt out of receiving calls and marketing from Altbanc and its affiliates, marketing partners, agents and others as provided in the Privacy Policy or by contacting us directly.

11. GOVERNING LAW AND FORUM

Jurisdiction – Any dispute arising from these terms shall be resolved exclusively in the State and Federal Courts of the State of New Jersey. Furthermore, these terms and the interpretation, performance and enforcement of your and Altbanc's rights and duties shall be construed in accordance with the laws of the State of New Jersey except for the conflict or choice of law principles thereof.

12. FEEDBACK AND SUBMISSIONS

You agree you are and shall remain solely responsible for the content of any submissions you make and you will not submit material that is unlawful, defamatory, abusive or obscene. You agree that you will not submit anything to the site that will violate any right of any third party,

including copyright, trademark, privacy or any other personal or proprietary rights.

13. FORCE MAJEURE

Altbanc shall not be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party or its contractors, agents or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

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