

Disclaimer & Terms of Use

THESE TERMS OF USE constitute an agreement (“Agreement”) made between 504 Capital Corporation, a Virginia not for profit corporation (“504 Capital”) and any person accessing 504 Capital’s Web site (“You”) with respect to your use of 504 Capital’s Web site (the “Site”). You agree to abide by all of the terms contained in this Agreement as a condition of your continuing to access, view or use the Site. 504 Capital and You are collectively referred to as the parties.

BY ACCESSING, VIEWING OR USING ANY PART OF THE SITE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE 504 CAPITAL’S PERMISSION TO ACCESS, VIEW, OR USE ANY PART OF THE SITE. ANY SUCH UNAUTHORIZED USE VIOLATES 504 CAPITAL’S RIGHTS IN THE SITE AND IS PROHIBITED.

1. Site Description

a. Description. The Site is proprietary to 504 Capital and is protected by intellectual property laws and international intellectual property treaties. Your access to the Site is licensed and not made available unconditionally to You. Subject to the terms and limitations set forth in this Agreement, 504 Capital agrees to provide You with a personal, non-transferable and non-exclusive right to access, view and use the Site.

b. Accessibility. You agree that from time to time the Site may be inaccessible or inoperable for any reason, including, without limitation:

(i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which 504 Capital may undertake from time to time; or (iii) causes beyond the control of 504 Capital, whether or not foreseeable.

c. Equipment. You shall be solely responsible for providing, maintaining and ensuring compatibility with the Site, all hardware, software, electrical and other physical requirements for your use of the Site, including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, programs and services required to access and use the Site.

2. Limitations

a. Security. You shall be solely responsible for the security, confidentiality, integrity, and use of all messages and/or the content that You transmit to the Site.

b. Privacy. When reasonably practicable, 504 Capital will attempt to respect your privacy. 504 Capital will not monitor, edit, or disclose any personal information about You, including your use of the Site, without your prior consent unless 504 Capital has a good faith belief that such action is necessary to:

(i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of 504 Capital; (iii) enforce this Agreement; (iv) protect the interests of users of the Site other than You or any other person; or (v) operate or conduct maintenance and repair of 504 Capital's services or equipment, including the Site as authorized by law. You have no expectation of privacy with respect to the Internet generally or this Site in particular.

c. Nature of Site Content. 504 Capital makes information available on this Site as a service to our clients and other friends for informational purposes only. The materials on this Site are not intended to constitute advertising, solicitation or legal advice, and transmission of the information from this Site is not intended to, nor does it, create an attorney-client relationship between 504 Capital and You or anyone else. This Site is not intended to be used as a substitute for specific legal advice, nor should You consider it as such. You should not act (or refrain from acting) based upon information in this Site without obtaining professional advice regarding your particular facts and circumstances.

d. Confidentiality of Information Transmitted to 504 Capital. You also should be aware that if You send messages to 504 Capital (or any of its attorneys, staff, employees, agents or representatives) through Internet electronic mail or through the 504 Capital home page, such means are not secure, and 504 Capital does not guarantee the confidentiality of such communications. 504 Capital does not agree to accept and/or maintain the secrecy of any unsolicited information You send to 504 Capital except if an attorney-client relationship currently exists between us. No attorney-client relationship is

created unilaterally by your sending to 504 Capital any information whether or not You consider such information to be confidential. Although 504 Capital makes reasonable effort to read emails that we receive, 504 Capital reserves the rights not to read or respond to any unsolicited communications.

e. Changes. 504 Capital reserves the right to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time in our sole and absolute discretion. Changes in this Agreement will be posted on this Site. Your continued use of this Site after any changes are made, shall be deemed your acceptance of the changes.

3. Copyright

The Site is protected by copyright pursuant to US copyright laws, international conventions and other copyright laws. The contents of the Site are only for your personal, informational and noncommercial use. All materials contained on the Site are protected by copyright and are owned or controlled by us or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Site.

4. Prohibited Uses

You are solely responsible for any and all of your acts and omissions that occur when using the Site, and You agree not to engage in unacceptable use of the Site, which includes, without limitation, use of the Site to: (a) transmit unsolicited messages, chain letters or unsolicited commercial email; (b) transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) transmit viruses, trojan horses or any other malicious code or program; (e) engage in systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from 504 Capital by use of scrapers or other tools; or (f) engage in any other activity deemed by 504 Capital to be in conflict with the spirit or intent of this Agreement.

5. Termination

This Agreement is effective upon your access or use of the Site and shall continue in full force until terminated. 504 Capital reserves the right, in its sole discretion and without notice, at any time and for any reason, to:

(a) remove or disable access to all or any portion of the Site; (b) suspend Your access to or use of all or any portion of the Site; and (c) terminate this Agreement.

6. Disclaimer

THIS IS AN ADVERTISEMENT. Brent Swanson is President of 504 Capital and located in our Chesapeake office at 501 Independence Pkwy., Suite 330, Chesapeake, VA 23320; phone 757.623.2691.

504 CAPITAL DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE MATERIALS ARE COMPLETE, ACCURATE OR UP-TO-DATE. NOR IS 504 CAPITAL RESPONSIBLE FOR ANY THIRD PARTY CONTENT THAT MAY BE ACCESSED THROUGH THIS SITE, AND REFERENCE TO THIRD PARTY INFORMATION, PRODUCTS OR SERVICES AT THIS OR ANY LINKED SITE DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR ENDORSEMENT BY 504 CAPITAL. WHEN YOU LINK TO ANOTHER SITE FROM THIS SITE, YOU LEAVE THIS SITE AND SERVER CONTROLLED BY 504 CAPITAL AND ENTER INTO THE JURISDICTION OF THE LINKED SITE UNDER THE CONTROL OF A THIRD PARTY FOR WHICH 504 CAPITAL HAS NEITHER RESPONSIBILITY NOR CONTROL.

7. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL 504 CAPITAL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SITE, ANY LINKED SITE OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, ANY CHANGES TO OR INACCESSIBILITY OF THE SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR

RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SITE OR ANY LINKED SITE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE OR ANY LINKED SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF 504 CAPITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THAT ANY EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE OR OTHERWISE BE UNAVAILABLE. IN NO EVENT SHALL 504 CAPITAL'S TOTAL LIABILITY TO YOU FOR ANY DIRECT DAMAGES WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AGGREGATE AMOUNT OF \$5.00. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE USE OF THE SITE.

8. Indemnification

You agree to indemnify, hold harmless and defend 504 Capital, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (a) your use of the Site, including any data or work transmitted or received by You; and (b) any unacceptable use of the Site, including, without limitation, any statement, data or content made, transmitted or republished by You which is prohibited as unacceptable at Section 4.

9. Miscellaneous

a. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision

or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

b. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

c. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by e-mail to either parties' last known e-mail address. You hereby consent to notice by email.

d. Law. This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia without reference without reference to its choice of law provisions. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts within County of Norfolk, Virginia. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts within County of Norfolk, Virginia. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts within the County of Norfolk, Virginia and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court within County of Norfolk, Virginia.

e. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, 504 Capital shall be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

f. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

g. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood,

riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

h. Survival. The terms and provisions of Sections 2, 3, 4, 6, 7, 8, and 9 shall survive any termination or expiration of this Agreement.

i. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Site and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Site.

YOU HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING TERMS & CONDITIONS OF USE SET FORTH IN THE ABOVE AGREEMENT.