



## TERMS OF USE

Last Updated: December 15, 2019

Fundation Group LLC (“Fundation”, “we” or “us”) requires all visitors to this website (“Users” or “you”) to read the following Terms of Use (“Terms of Use”) carefully before using the website (the “Site”). This Site and all content contained herein is being provided to you expressly subject to these Terms of Use. By accessing, browsing and/or using this Site, you acknowledge that you have read, understood, and agree to be bound by the Terms of Use and to comply with all applicable laws and regulations related to use of the Site. If you do not agree to these Terms of Use, Fundation requests that you do not use this Site. The Site is a general audience website. The Site is not intended for use by any minors (defined as those who are not at least 18 years of age). This Site is owned by Fundation.

*Passwords.* You are responsible for protecting the confidentiality of password(s) (if any) that allow access to this Site. You are responsible for use of this Site by any other person you permit to access or use this Site. You agree to notify Fundation in the event of any unauthorized use of your Fundation account. You agree to indemnify us for any damages sustained as a result of an unauthorized third party’s use of the Site through use of any applicable username or password assigned to you.

*Ownership of the Site.* As between you and Fundation, Fundation owns all right, title, and interest in and to this Site. You acknowledge that you do not acquire any ownership rights to this Site by accessing or otherwise using this Site. Any unauthorized use of the Site is strictly prohibited.

*Changes to Terms of Use.* Fundation may make changes to these Terms of Use from time to time and without notice. In the event of any updates, we will post the changed Terms of Use on this Site and will indicate at the top of this page the date they were last revised. We recommend that you check these Terms of Use periodically for changes. You understand and agree that continued use of this Site after Fundation has made any such changes constitutes acceptance of the new Terms of Use.

*Equipment.* As between you and Fundation, you are responsible for obtaining, maintaining, and paying for all telecommunications, computer hardware, and other equipment needed for you to access and use the Site.

*Intellectual Property Rights.* All content on this Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound, images, and other files, and their selection and arrangement (the “Site Content”), are the intellectual property of Fundation with all rights reserved. Except as otherwise expressly authorized in writing by Fundation, no Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, licensed, altered, stored for subsequent use, or sold in any form or by any means, in whole or in part, without Fundation’s prior written permission. You acknowledge that the Site Content is and shall remain the property of Fundation. You agree to use the Site Content and this Site only for lawful purposes. You are prohibited from using the Site Content and the Site in a manner that would constitute a violation of any applicable law, regulation, rule or ordinance, or that could give rise to any civil or criminal liability. Trademarks appearing on this Site are the property of Fundation, its licensors, or their respective owners. Infringement on any party’s copyright, patent, trademark, trade secret, intellectual property, or other proprietary rights is strictly prohibited.



*Privacy Policy.* Foundation's Privacy Policy applies to all Users use of this Site, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Site, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information sent to the Site may be read or intercepted by others, notwithstanding reasonable efforts by you and Foundation to protect such transmissions.

*Links to Other Sites.* This Site may contain links to sites owned or maintained by third parties. Any such links are provided solely as references to Users of the Site for information not contained on the Site. Foundation is not responsible for the content of those sites and the existence of such links should not be considered an endorsement or recommendation of those sites or of any party who is associated with those sites. Foundation makes no warranties, either express or implied, regarding the content of other websites. Please note that other websites and web pages linked to this Site may be governed by separate terms and conditions, including privacy policies. Please refer to the applicable terms and conditions of those websites and web pages when visiting them.

*Disclaimer of Warranties.* ACCESS TO AND USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND THE CONTENTS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS" AND "AS AVAILABLE." FUNDATION DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE SITE CONTENT AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE USE OF THE SITE.

*Limitation of Liability.* IN NO EVENT SHALL FUNDATION, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS OR EMPLOYEES BE LIABLE TO USERS FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES AS A RESULT OF LOST DATA OR LOSS OF ACCESS TO OR USE OF THIS SITE), REGARDLESS OF THE LEGAL THEORY ASSERTED (WHETHER IN TORT, CONTRACT, OR OTHERWISE) AND REGARDLESS OF WHETHER FUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT WITH YOU, FUNDATION'S MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF THIS SITE OR ITS CONTENT SHALL BE LIMITED TO THE AMOUNT YOU PAID TO ACCESS THE SITE.

*Certain Jurisdictions.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES OR WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY. IN SUCH JURISDICTIONS, FUNDATION'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

*Availability.* This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. By offering this Site and information, or any products or services through this Site, no distribution or solicitation is made by



Fundation to any person to use this Site, or such information, products or services, in jurisdictions where the provision of this Site and such information, products and services is prohibited by law.

*Disabling Devices.* Your use of the Site and acceptance of the Terms of Use is an agreement that you will not use any device, software, routine, file, or any other tool or technology, including but not limited to any viruses, trojan horses, worms, or any other program intended to damage or interfere with the proper working of the Site or to surreptitiously intercept or expropriate any system, data or personal information from this Site. Any violation of this provision will be prosecuted to the fullest extent allowed by law.

*Submissions.* All information submitted to Fundation through this Site shall be deemed to be and shall remain the property of Fundation. We shall be free to use any such information for any lawful purpose. By using the Site, you agree and acknowledge that you are entitled to submit the information, you grant license and ownership of the submitted information to Fundation, and any information submitted is true and accurate to the best of your knowledge. Fundation shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise agreed in writing or as required by law.

*Indemnification.* By agreeing to the Terms of Use, you hereby agree to defend, indemnify and hold Fundation and its directors, officers, agents, contractors, partners and employees, harmless from and against any and all losses, liabilities, claims, demands, damages, costs and expenses, including reasonable attorney's fees, court costs, and litigation expenses, arising out of, by virtue of, or in connection with, any breach of these Terms of Use by you, your access to this Site, or your use of this Site. Fundation reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

*Waiver.* The failure by Fundation to enforce any of its rights under these Terms of Use shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

*Severability.* If any provision of these Terms of Use is found to be invalid or unenforceable, such provisions shall be deleted without affecting the remaining portions herein and the remaining provisions shall be enforced to the fullest extent possible and shall remain in full force and effect.

*Applicable Law and Dispute Resolution.* These Terms of Use and all other aspects of use of this Site shall be governed by and construed in accordance with the laws of the United States and, to the extent applicable, the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules; provided, however, that the Terms of Use shall not be governed by or interpreted in accordance with the Uniform Computer Information Transactions Act (UCITA), the application of which is expressly excluded.

*Other Agreements.* You agree not to attempt to access the source code or object code of this Site or attempt to decompile, reverse engineer, or disassemble this Site. You agree not to interfere with or disable this Site or the servers or networks used in connection with this Site in any way.

*Additional Terms.* Certain sections or pages on this Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of these Terms of Use. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.



*Electronic Communications.* By agreeing to the Terms of Use and using the Site, you consent to receive any and all disclosures, notices, or other communications required by law via electronic mail.

*Entire Agreement.* These Terms of Use, including any legal notices and disclaimers contained on the Site, constitute the entire agreement between you and Foundation in connection with use of the Site and supersede all prior agreements and understanding with respect to the same.

*Termination.* Foundation may immediately terminate these Terms of Use or access to this Site for any or no reason, with or without notice. The provisions of these Terms of Use relating to ownership of intellectual property, disclaimers, limitations on liability, and indemnification, and any other provisions of these Terms of Use where context so indicates, shall survive termination of these Terms of Use.

*DMCA Notice.* Foundation owns, protects and enforces copyrights in its own Site Content and respects the copyright properties of others. Materials may be made available on or through this Site by third parties not within the control of Foundation. It is Foundation policy not to permit materials known by us to be infringing to remain on this Site. You should notify Foundation promptly if you believe any materials on this Site infringe a third-party copyright. Upon Foundation's receipt of a proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), Foundation will respond expeditiously to follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue, including, where applicable, removing, or disabling access to material claimed to be infringing or by removing or disabling access to links to such material. Pursuant to the DMCA 17 U.S.C. 512(c), Foundation has designated its General Counsel as its agent for notification of claims of copyright infringement with respect to information residing, at the direction of a user, on this Site. The contact information is:

Foundation Group LLC  
Attn: Legal Department  
11501 Sunset Hills Road, Suite 100  
Reston, VA 20190  
legal@foundation.com

*Miscellaneous.* You certify that you are at least 18 years of age. You may not use this Site or apply for a loan if you are not at least 18 years of age. These Terms of Use, along with the Site's Privacy Policy, sets forth the entire agreement and understanding between the parties regarding its subject matter and supersedes any prior understanding or agreements, whether written or oral, regarding the same subject matter.