



BLP, Inc., a Delaware corporation doing business as **Participate**, connects financial institutions, credit officers and other Users. Its primary goals are to digitize loan participation documents, to make the loan participation process more efficient, and to allow financial institutions to connect with a wider audience in the participation market.

These Terms of Use, as Participate may amend them from time to time, govern each User's access to and use of the Site and its related services and applications (the "Service"). It is your responsibility to periodically review these Terms of Use to stay informed of updates. By viewing content on Participate (the "Site") or otherwise using Participate in any way, User, on behalf of himself or herself, his or her affiliated financial institution, and any person who accesses the Site through User's account, agrees to, and will abide by, these Terms of Use.

1. DEFINITIONS

Participate. BLP, Inc., a Delaware corporation doing business as Participate, with its principal office located at **6001 Valley Ranch Dr.**, Little Rock, AR 72223.

Opportunity. An Opportunity is a loan participation published on the Site.

User. A User is any person that visits the Site or views any information on the Site.

Authorized User. An Authorized User is any User who has been authorized by a participating Financial Institution to publish or purchase Opportunities using the Service, to request and review confidential loan documents, and to enter into binding agreements on the Financial Institution's behalf.

Financial Institution. A Financial Institution is any financial institution affiliated with an Authorized User who publishes an Opportunity using the Service.

Provider. A Provider is a third-party that provides information or data to or related to the Site, for example, links to third-party web sites, market data and other information related to Financial Institutions.

2. USE OF THE SERVICE

General Agreement

User agrees to abide by all of the Terms of Use, and to use the Site and Services only for the purposes for which they were designed. User shall not use the Site or Services to reverse engineer, recompile or reconstruct any portion of the Site or its processing. User shall not use the site to determine pricing or terms of loans in violation of any applicable laws. User hereby acknowledges that neither the Services nor any portion of the underlying software may be accessed by means of a non-human user, and that the use of automation scripts in conjunction with the Services is expressly prohibited. If User violates any of these Terms of Use, Participate may terminate User's access to the Site, delete User's profile and any content or information that User has posted on the Site and/or prohibit User 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 Participate's sole discretion, with or without notice.

Age Eligibility

An Authorized User must be eighteen (18) years of age or older, and any violation of this is unauthorized, unlicensed and in violation of these Terms of Use. By using the Site, an Authorized User represents and warrants that the Authorized User is 18 years of age or older.

Limited License in Proprietary Content

Unless specifically stated, 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 Participate 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 Participate's prior written consent, except as provided in the following sentence and except that the foregoing does not apply to User's own User Content (as defined below) that User legally posts on the Site. Provided that User is eligible for use of the Site, User is 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 User's use in analyzing, publishing or purchasing an Opportunity; provided that User keep intact all copyright or other proprietary notices. Except for User's own User Content (as defined below), User may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written consent of Participate, is strictly prohibited and will automatically terminate the license granted herein. Such unauthorized use also may 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 Participate at any time without notice and with or without cause.

User Content

User and User's affiliated Financial Institution are solely responsible for the photos, profiles, messages, notes, text, information, data, music, video, contact information for User, advertisements or other content that User uploads, publishes, provides or displays (collectively hereinafter, "Posts") on or through the Service or the Site, or transmits to or shares with other Users (collectively the "User Content"). User understands and agrees that Participate may 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 Participate 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, User, on behalf of User and User's affiliated Financial Institution, automatically grants to Participate, and User represents and warrants that User has the right to grant, to Participate 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. As part of this license, Participate may make User profiles and information on Financial Institutions and participation opportunities publicly searchable and viewable by persons not registered on the Site. User may remove, or make a request for removal, its User Content from public view on the Site at any time. However, if any such User Content is removed, the license granted shall continue without expiration, and Participate may retain a copy of any removed or deleted User Content.

User History

As explained in the Site's Privacy Policy, Participate maintains data on the actions taken by Users on the Site. Participate may disclose certain of these actions to some or all other Users; for example, Participate may disclose which Users have viewed specific User profiles, which Users have viewed or participated in specific Opportunities or disclose a history of Opportunities in which a User was involved.

User Feedback

After completing a loan participation on the Site, User may have the ability to review or provide feedback on the other Users involved in the transaction. By providing any user feedback, User warrants that the feedback accurately reflects the User's opinion at the time of posting. If any such User feedback is considered to be defamatory or harmful in any way, User and User's affiliated Financial Institution agree to indemnify Participate and its officers, directors, employees and agents, and to hold them harmless from any and all loss, claim, damage or expense, including reasonable attorneys' fees and expenses, arising out of or related to any such claim of harm or defamation. Participate does not verify user feedback, and user feedback does not reflect the views or opinions of Participate in any way.

Borrower Information

User will have the ability to post personally identifiable information regarding the identity of borrowers and guarantors ("Borrower Information") as part of the loan participation process. By posting Borrower Information, User represents that User has received consent from the borrowers and guarantors to share such Borrower information as part of the loan participation process, and User and its affiliated Financial Institution agree to indemnify Participate and its officers, directors, employees and agents, and to hold them harmless from any and all loss, claim, damage or expense, including reasonable attorneys' fees and expenses, arising out of or related to any such claim deriving from or as a result of such lack of consent. User agrees that it will not share Borrower Information on any publicly accessible areas of the site unless User has been authorized by the borrower or guarantor to do so.

**Confidentiality**

User will have access through Participate's proprietary Site to personally identifiable information and other confidential information about borrowers and guarantors underlying the loans subject to participation and to information confidential to other Users (collectively, "Confidential Information"). User agrees to use Confidential Information solely for purposes of finding, publishing or purchasing loan participations and will not reveal Confidential Information to any person not participating in the loan, whether provided in a general summary format on the site or in any resulting loan document packages. User agrees to immediately destroy any Confidential Information in User's possession if User chooses not to purchase an Opportunity or such information is no longer needed to analyze an Opportunity. Whether or not a User purchases an Opportunity, User agrees that it may not use Confidential Information to solicit business from a borrower or guarantor.

Non-Solicitation of Borrowers and Participation Opportunities

By publishing an Opportunity to the Site, User agrees to make all reasonable efforts to complete the Opportunity using the Site and agrees to not attempt to contact any Financial Institution or other User to complete the Opportunity outside of the Site. By viewing Opportunities, each User agrees to not attempt to contact any Financial Institution or other User to complete the purchase of an Opportunity outside of the Site. Each User agrees to report promptly to Participate any information indicating that any portion of an Opportunity has been completed outside of the Site. Any User violating these terms agrees to pay Participate, as liquidated damages and not as a penalty, a transaction fee of .50% of the participated loan amount and may be prohibited from using the Site thereafter.

User Information Accuracy

User and its affiliated Financial Institution warrant that any and all information User posts to the Site is true and accurate to the best of User's knowledge, including without limitation User's name, email address and other profile information, and User's affiliation with a Financial Institution. Either Participate or a Financial Institution may withdraw a User's right to continue using the Site at any time and. Participate may remove a User's profile at any time at its sole discretion. Participate is not responsible for confirming or verifying any information posted to the Site but reserves the right to monitor and record activity on the Site.

Authority of User to Act on Behalf of a Financial Institution

User represents and warrants, on behalf of User and User's affiliated Financial Institution, that such Financial Institution has duly authorized User to take all actions permitted by User's designated role on the Site, as defined above, and agrees that if such authorization is withdrawn, User will ensure that User's role on the Site is immediately changed or removed accordingly.

**Verification of Borrower Credit Worthiness**

Participate does not perform any review or credit analysis on loans listed for participation on the Service. By using the Service, each User agrees to perform its own due diligence on each loan Opportunity and borrowers or guarantors, including but not limited to any diligence required or desired by law or by any governmental entity having regulatory authority over User or User's affiliated Financial Institution.

SNC Reporting Compliance

Each Financial Institution that is subject to the Federal Reserve's Shared National Credit reporting program agrees to file, and takes full responsibility for filing, any required documentation in a complete and timely manner.

User Prohibited Uses

Users may not access or use the Site Services for any purpose other than that for which Participate makes the Site or Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a User of the Services, you agree not to:

1. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Participate.
2. Trick, defraud, or mislead Participate and other users, especially in any attempt to learn sensitive account information such as User passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Site, the Services and/or the content contained therein.
4. Disparage, tarnish, or otherwise harm, in Participate's sole discretion, Participate and/or the Site or Services.
5. Use any information obtained from the Site or the Services in order to harass, abuse, or harm another person.
6. Make improper use of Participate support services or submit false reports of abuse or misconduct.
7. Use the Site or the Services in a manner inconsistent with any applicable laws or regulations.
8. Engage in unauthorized framing of or linking to the Site or the Services.



9. Upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site or the Services.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Delete the copyright or other proprietary rights notice from the Site.
12. Attempt to impersonate another User or Financial Institution or use the username of another User.
13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1 x 1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
14. Interfere with, disrupt, or create an undue burden on the Site or the networks connected to the Services.
15. Harass, annoy, intimidate, or threaten any Participate employees or agents engaged in providing any portion of the Services to you.
16. Attempt to bypass any measures of the Site or the Services designed to prevent or restrict access to the Site Services or any portion of the Services.
17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Except as permitted by applicable law and prior written consent of Participate, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site or the Services.
19. Except as may be the result of standard search engine or internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site or the Services, or use or launch any unauthorized script or other software.
20. Make any unauthorized use of the Site or the Services, including collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email, or creating User accounts by automated means or under false pretenses.



21. Use the Site or the Services as part of any effort to compete with Participate.

3. FEES

Participate may charge subscription fees, implementation fees, and transaction fees for the use of the Service. Transaction fees are generally stated as a percentage of the loan amount offered for participation. Such fees may change from time to time and may differ from loan to loan. By publishing an Opportunity, each Financial Institution agrees to pay the fee charged for that transaction and authorizes Participate or its affiliates to subtract such fees directly from amounts to be paid to an originating bank or Financial Institution by the respective participating Financial Institutions.

4. SECURITY AND DATA PRIVACY

User Codes and Account Information

Each User with an account has a username, password, authentication and other security codes ("User Codes") that give User access to User's profile and account information. These are private keys allowing a User to access specific account information in the Site. Each User agrees to keep User Codes strictly confidential and to take all steps necessary to protect the Site and information on the Site from unauthorized use and disclosure. Participate recommends that each User change his or her password upon first use and regularly thereafter. For security purposes, Participate recommends that User memorize his or her password and not write it down. Each User must assure that he or she signs off when leaving User's computer. Each User agrees to notify Participate immediately if he or she becomes aware of any loss, theft or unauthorized use of User's User Codes at 501-313-3414.

Participate has no duty to inquire as to the authority or propriety of any instructions or information provided by any User and may act and rely upon any such instructions or information without any duty or liability to any person.

Encryption

Participate employs sophisticated encryption technology and advanced security protocols on its Site to protect Site information. To access the Site, User's browser must allow 128-bit encryption (also called domestic-grade, U.S.-grade, high, or strong encryption) and Secure Socket Layer (SSL) protocol. This helps to protect the safety and confidentiality of User's information when User receives or transmits information online. If a User sends an e-mail to Participate from within the Site, it is secured with the same technology used in User's e-mail system, not the site's 128-bit encryption.



Maintenance of User Content

Participate will maintain certain User Content transmitted by Users for the purpose of managing the performance of the Site and Services, as well as data relating to User uses of the Site. Although Participate performs regular routine backups of data, Users are solely responsible for all User Content that such User transmits or that relates to any activity such User has undertaken using the Site or the Services. User agrees that Participate shall have no liability to User for any loss or corruption of any such User Content, and User hereby waives any right of action against Participate arising from any such loss or corruption of such User Content.

Privacy Policy

Please review the Site's Privacy Policy. By using the Site, User and User's affiliated Financial Institution agree to be bound by the terms of the Privacy Policy.

5. OTHER TERMS

Electronic Signatures

User consents to the use of electronic signatures on the Site in lieu of paper-based signatures. User acknowledges and agrees that legislation such as the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act") and the Uniform Electronic Transactions Act ("UETA") have provided that electronic signatures are the legal equivalence of handwritten signatures on paper and are legally binding in the United States and in other countries.

Accuracy of Information Posted by Users

Participate reserves the right to verify User information, including without limitation User's affiliation with a Financial Institution, but has no obligation to do so. Participate does not recommend or endorse any Financial Institution or User as an appropriate partner to participate in any investment. It is the responsibility of individual Financial Institutions to verify that Users are properly affiliated with, and authorized by, their stated Financial Institutions. Participate does not recommend or endorse any Opportunity listed on the site from time to time or opine as to the appropriateness of any Opportunity for any User or its affiliated Financial Institution. Each User is obligated to complete any underwriting analysis and due diligence necessary to decide whether to participate in any Opportunity.

DMCA Notifications

In accordance with the Digital Millennium Copyright Act (the "DMCA"), Participate has adopted a notice and takedown policy to remove infringing material. If you believe that your protected work has been infringed, notify Participate's copyright agent. Your notification must include the following information required under the DMCA:



1. A physical or electronic signature of a person authorized to act on behalf of the owner of the infringed copyright;
2. Identification of the copyrighted work or works claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, and information reasonably sufficient to permit Participate to locate the material;
4. Your contact information (i.e., address, telephone number, and email address);
5. A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or applicable law or regulation; and
6. A statement that information in the complaint is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

If you fail to comply with these notice requirements, your notification may not be valid. Additionally, any person that knowingly materially misrepresents that material is infringing may be subject to liability under the DMCA. In accordance with the DMCA, Participate may terminate the account of any User who is a repeat infringer, and may terminate User accounts based on even a single infringement.

Information “As Is”

ALL INFORMATION, NAMES, DATA, DOCUMENTS AND MATERIALS (COLLECTIVELY REFERRED TO IN THIS TERMS OF USE AS “INFORMATION”) ON THE SITE, A LINKED SITE, OR THE SERVICES ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY ANY PERSON. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS PROVIDED BY PARTICIPATE OR ANY OF ITS PROVIDERS OR AFFILIATES, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS OR ASSIGNS SHALL CREATE ANY WARRANTY ABOUT THE INFORMATION OR THE SITE.

PARTICIPATE DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED ON THE SITE, WHETHER PROVIDED BY PARTICIPATE OR BY A THIRD-PARTY. SUCH INFORMATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. PARTICIPATE MAY CHANGE ANY OF THE INFORMATION ON THE SITE OR DISCONTINUE THE SITE AT ANY TIME WITHOUT NOTICE. THE INFORMATION ON THE SITE MAY BE OUT OF DATE, AND PARTICIPATE MAKES NO COMMITMENT TO UPDATE THE INFORMATION OR THE SITE.

TO THE EXTENT THAT THE SITE USES INTERNET, WIRELESS OR RELATED ELECTRONIC OR TELEPHONIC SERVICES TO TRANSPORT DATA OR COMMUNICATIONS, PARTICIPATE TAKES REASONABLE SECURITY PRECAUTIONS TO CREATE A SECURE AND RELIABLE SITE BUT DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THIRD-PARTY INTERCEPTION OF ANY SUCH DATA OR COMMUNICATIONS OR FOR THE ACCESS, SPEED, AVAILABILITY OR INTERRUPTIONS OF SUCH COMMUNICATIONS OR



TRANSMISSIONS. PARTICIPATE DOES NOT WARRANT THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL ELEMENTS. USER IS SOLELY RESPONSIBLE FOR THE COST, SECURITY AND MAINTENANCE OF USER'S COMPUTER SYSTEMS, SOFTWARE AND DATA, INCLUDING BUT NOT LIMITED TO TAKING PROTECTIVE MEASURES (SUCH AS ENCRYPTION, VIRUS AND FIREWALL PROTECTION) TO PREVENT UNAUTHORIZED ACCESS TO USER'S COMPUTER SYSTEMS, SOFTWARE AND DATA AND REPAIRING DAMAGE CAUSED BY SUCH UNAUTHORIZED ACCESS. USER UNDERSTANDS THAT ANY INFORMATION PROVIDED ON OR THROUGH THE SITE IS FOR GENERAL INFORMATION USE ONLY AND IS NOT ADVICE TO USER. USER IS SOLELY RESPONSIBLE FOR CONFIRMING THE TIMELINESS, ACCURACY, ADEQUACY, COMPLETENESS, AND QUALITY OF ALL INFORMATION PROVIDED ON OR THROUGH THE SITE BEFORE ACTING ON IT.

Third-Party Providers

The Site may provide access to information and data from third-party providers ("Provider Information"), for example, links to third-party web sites, market data and other information related to Financial Institutions. Participate has obtained the Provider information through sources believed reliable, but is not responsible for such information. Participate makes no representation or warranty with respect to, nor does it, guarantee, warranty (either express or implied) or endorse the accuracy, completeness, timeliness, reliability, legality, compliance, availability or correct sequencing of, the Provider information or any web site operated by a third party. Participate does not support, endorse, oppose, or edit any opinion, analysis or information provided by any third party.

With respect to any areas on this Site where Users transmit or post communications, whether to Participate, to each other or to third-parties, including but not limited to chat rooms, bulletin boards or user forums, Participate may, but is not obligated to, monitor or review the activity in such areas and/or the content of such communications and remove any such information in its sole discretion. User agrees to not post any illegal information, including without limitation information that violates applicable copyright, libel, privacy, or obscenity laws, or any other law that may be applicable.

No Offer of Securities

Nothing on this Site represents an offer to sell or solicitation of an offer to buy any securities.

No Legal Advice

Participate does not provide legal advice with respect to the use of the Site or any Opportunity. Each User is encouraged to complete its own due diligence and legal review of all documents and information made available through the Services. Participate does not warrant the completeness or accuracy of any such documents of information provided through the Site, and any document or information provided may not be sufficient to conduct full and complete due diligence on a potential loan participation Opportunity.



Financial Institution and User agree to conduct all necessary or desirable due diligence before entering into a transaction. Nothing on this Site represents an offer or solicitation of Services or products in any jurisdiction where the offer or sale would not comply with such jurisdiction's laws, which User has sole responsibility to understand and implement. Participate does not guarantee the legal, accounting, tax, or regulatory treatment of any Opportunity offered on the Site. It is the User's responsibility to comply with all regulatory requirements inherent in the participation process, and to ensure that any Opportunity that the User offers or purchases on the Site meets the User's unique regulatory requirements. Participate is not responsible for any losses incurred as a result of the legal, accounting, tax, or regulatory treatment of any Opportunity offered on the Site.

Dispute Resolution

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively the "Disputes") brought by a User, a Financial Institution, or Participate (individually a "Party" collectively the "Parties"), the Parties hereby agree to first attempt to negotiate any Dispute informally for at least ten days before initiating further legal action, whether mediation, arbitration or filing of legal proceedings). Such informal negotiations commence upon delivery of written notice from the alleging Party to the other Party.

Limitation of Liability

To the fullest extent permitted by applicable law, Participate and its affiliates and their directors, officers, employees, agents, representatives, predecessors, successors, assigns, suppliers or third parties are not and will not be liable for any direct, incidental, indirect, known or unknown, foreseeable or not, consequential, economic, punitive, special or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data, delay, loss of Service use or business interruption) arising out of the use of, inability to use, or the results of use of this Site, and of the Services, and any web sites linked to this Site, any User posting to the Site, or the materials or information contained at any or all such sites or in connection with the use or performance of software or of failure to provide services, whether based on warranty, contract, tort, negligence or any other legal theory and whether or not Participate knew or should have known or was advised of the possibility of such damages.

Neither Participate nor its service providers or other agents are or will be liable for any loss or liability resulting in whole or in part from any act or failure to act of User's equipment or software, by any internet browser provider, by any internet access provider, by any online service provider or by an agent, employee, officer, director or subcontractor of any of the above.

Indemnification

User agrees on behalf of User and User's affiliated Financial Institution to indemnify and hold Participate, its affiliates and their vendors, directors, officers, employees and agents ("Indemnified Persons") harmless from all claims, losses, damages, liabilities, costs, charges, demands, judgments, expenses and attorney



fees (“Claims”) arising out of or in any way connected with use of this Site or Services by User, User’s representative and any person to whom User has provided any of User’s security information (including without limitation User name or password), including without limitation any Claims arising from or out of User’s failure to comply with this Agreement or the use or misuse of the Site or Services by User or User’s agents. However, User and User’s Financial Institution’s obligation to indemnify Participate shall not extend to claims of copyright infringement based on information for which Participate is solely responsible for publishing on the Site.

Third-Party Rights; Specific Performance

A Financial Institution shall have the right to specific performance and any other remedies available at law or in equity against a User with respect to any Opportunity that a Financial Institution published that was purchased in whole or in part by such User. The Site shall create no other third-party rights, obligation or remedies.

Services Management

Participate reserves the right, but not the obligation, to: (1) monitor the Site and the Services for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in Participate’s sole discretion, Violates the law or these Terms of Use, including without limitation, reporting such User to law enforcement authorities or regulatory authorities; (3) in Participate’s sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any User Content or any portion thereof; (4) in Participate’s sole discretion and without limitation, notice, or liability, remove from the Site or otherwise disable all files and User Content that are excessive in size or are in any way burdensome to Participate’s Site; and (5) otherwise manage the Site and the Services in a manner designed to protect Participate’s rights and property and to facilitate proper functioning of the Site and the Services.

Assignment

User may not assign any rights and obligations under this these Terms of Use without prior written consent from Participate. Participate may assign its interest in these Terms of Use to any direct or indirect subsidiary or affiliate of Participate and may delegate any of its responsibilities related to the Services to any person.

Governing Law and Jurisdiction

These Terms of Use are governed by the laws of the State of Delaware, without giving effect to the state's principles of conflicts of law. User consents and submits to the personal jurisdiction of the courts of the State of Delaware to interpret or enforce any or all of the Terms of Use. Any dispute relating to this Site in any manner shall be exclusively brought in the state or federal courts located in Pulaski County, Arkansas.

Severability

If a court of competent jurisdiction deems any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

Entire Agreement; Waivers

Except for any subscription agreement for Services executed between Participate and a Financial Institution, these Terms of Use, as amended from time to time by Participate in Participate's sole discretion, and any other disclosures that Participate may post on the Site or otherwise provide to User from time to time make up the entire agreement between User and Participate concerning the Site and Services. If these Terms of Use conflict in any way with any other agreement between the User and Participate, these Terms of Use will control and the conflicting term in the other agreement will be disregarded; provided, however, in the event these Terms of Use conflict with an executed subscription agreement between Participate and a Financial Institution, the terms of such subscription agreement will control to the extent of any conflict. Failure of Participate to insist at any time to strict compliance with these Terms of Use or any of its terms shall not constitute or be considered a present or future waiver by Participate of its rights or privileges under these Terms of Use. To be effective, a waiver of any term or condition of these Terms of Use must be in writing and signed by an authorized representative of Participate.

Headings

The headings in these Terms of Use are solely for convenience of reference and shall be given no effect in the construction or interpretation of these Terms of Use.

Termination

User may stop using the Site at any time, but User's responsibilities under these Terms of Use shall continue with respect to any of User's use of the Site or Services. Participate in its sole discretion may terminate User's access to the Site, or the Site. If Participate terminates the Site, it will use commercially reasonable efforts to assist in the wind-down of any Opportunities then in process. The rights of termination are in addition to all other rights and remedies of Participate in these Terms of Use, or by law or in equity.

The information received through this Service or in any e-mail alerts does not constitute consulting, banking, investment, legal, accounting or other professional advice and should not be relied upon for personal or financial decisions. User is responsible for User's own decisions on the suitability of Opportunities available on the Site.



Acknowledgment and Agreeance

By accessing the site, User understands and agrees to be bound by these Terms of Use and Privacy Policy.