

# TERMS OF USE

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## 3. PERMITTED USE OF THE SITES

During the term of these Terms of Use, SFA grants you a limited, personal, non-transferable, non-exclusive revocable license to access and use the Sites for the following purposes: (a) for general information purposes about SFA and its services, (b) to download certain content SFA makes available for download ("Content"), (c) to upload certain Submissions (as defined below), (d) to contact us, and (e) for internal business purposes.

## 4. PROHIBITED USE OF THE SITES

You agree that you will not, directly or indirectly, at any time: (a) share your Sites account credentials with anyone, (b) bypass or breach, or attempt to bypass or breach, any security device or protection used in connection with the Sites, (c) interfere with or disrupt the integrity or performance of the Sites, (d) input, upload, post, transmit, store or otherwise provide to or through the Sites any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware or other technologies, devices, or means which may permit unauthorized access to, or destroy, interrupt, disrupt, disable, distort, or otherwise harm or impede the Sites in any manner or limit the functionality of any computer software, hardware or telecommunications equipment of SFA, (e) introduce any harmful code or prevent anyone from accessing or using the Sites, including any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device, (f) access or use the Sites in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law, or (g) upload, post, transmit, store, or otherwise make available Submissions (as defined below) in the Sites that is, in SFA's sole discretion, unlawful, threatening, abusive, defamatory, misleading, fraudulent, pornographic

or otherwise explicit in nature, constitutes unauthorized or unsolicited advertising, or that otherwise violates our rules or policies as may be established or amended from time to time.

## **5. SUBMISSIONS**

You may submit, post, display, or otherwise make available information on the Sites ("Submissions"). Except for the license set forth in these Terms of Use, you retain all ownership rights over your Submissions. Unless you choose to share such Submissions, your Submissions will remain private. SFA will not review, share, or otherwise make use of private Submissions except as specifically provided in our Privacy Policy (as defined below) or these Terms of Use. If in the course of providing technical support or other maintenance of the Sites it becomes necessary for SFA to view your private Submissions, such viewing will be restricted to the very specific technical purpose.

You may choose to share your Submissions on the Sites by posting it in public areas of the Sites. By posting your Submissions in public areas of the Sites, you hereby grant to us and other users of the Sites a worldwide, sublicensable, assignable, royalty-free, fully paid, perpetual, irrevocable right and license to use, reproduce, modify, translate, distribute, create derivative works of, perform, display, import, and otherwise exploit, without the requirement to make any payment to you or the need to seek any third party permission, such Submissions in any form, media, or technology, whether now known or hereafter devised or developed, and to allow others to do the same, but at all times, in accordance with the Privacy Policy. You represent that (a) you have the right to provide the Submissions to SFA for purposes of your grant of the license that you have granted to SFA and other users in the preceding sentence of this paragraph and (b) all Submissions is true, accurate, current and complete.

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## **8. PRIVACY**

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#### **9. Disclaimer – Warranty**

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#### **10. Indemnification**

You release us and will indemnify, defend and hold harmless SFA and its affiliates, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to (a) your breach of any representation or warranty or other obligation contained in these Terms of Use, or (b) any Submission (together, "Claims"). You will use counsel reasonably satisfactory to us to defend each Claim. If at any time we reasonably determine that any Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement without our prior written consent, which may not be unreasonably withheld.

#### **11. Limitations of Liability**

YOUR USE OF THE SITES IS AT YOUR OWN RISK. NEITHER SFA, NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, NOR ANY OF ITS AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITES OR ITS CONTENT, ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

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#### **13. Copyright**

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#### **14. Copyright Complaints**

SFA respects the intellectual property of others. The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by SFA infringe your copyright rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- 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 website 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 you, such as an address, telephone number and email address;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All notices described above should be sent to SFA's Designated Agent (by mail, email, or phone) at:

1776 I St. NW, Washington, D.C. 20006  
info@structuredfinance.org  
202-524-6300

We suggest that you consult your legal advisor before filing a notice or counter-notice as the above-stated notification requirements may have changed. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

#### **15. Termination**

You agree that SFA, in its sole discretion, may terminate or suspend your use of the Sites or your subscription, at any time if SFA has a reasonable basis to believe that you are accessing or using the Sites and/or Content in violation of these Terms of Use. Upon suspension or termination, you must immediately (a) discontinue use of the Sites, and (b) destroy any copies you have made of any portion of the Sites or the Content. Accessing the Sites after such termination or suspension shall constitute an act of trespass. Further, you agree that SFA shall not be liable to you or any third party for any termination or suspension of your access to the Sites and/or the Content. The Terms of Use shall survive any such termination or suspension.

#### **16. EXPORT CONTROL**

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SFA does not authorize the downloading or exportation of any Content from the Sites to any jurisdiction prohibited by the United States Export Control Laws.

#### **17. GOVERNING LAW AND JURISDICTION**

These Terms of Use shall be governed by the laws of the State of New York without giving effect to their choice of law rules. The parties agree to attempt initially to solve all claims, disputes or controversies (each a "Dispute") arising under, out of or in connection with these Terms of Use by conducting informal, good faith negotiations lasting no less than ten (10) business days. In the event that any such Dispute is not timely resolved on an informal basis within thirty (30) days of the beginning of the Dispute, then either party may submit the Dispute to be settled by binding arbitration under the rules of the American Arbitration Association ("AAA"). The parties shall seek to mutually appoint a neutral and impartial arbitrator. If the parties cannot agree on a single, neutral and impartial arbitrator, then there shall be three (3) neutral and impartial arbitrators: one selected by each party, and a third selected in accordance with the AAA rules. Any such arbitration shall be held in New York, New York. The arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. The prevailing party in any such arbitration shall be entitled to recover from the other party, in addition to any other remedies, all reasonable costs, attorneys' fees and other expenses incurred by such prevailing party.

#### **18. ASSIGNMENT**

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without SFA's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. SFA may assign its rights and duties under these Terms of Use to any party at any time without notice to you. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### **19. ENTIRE AGREEMENT**

These Terms of Use constitute the entire and exclusive understanding and agreement between SFA and you regarding the Sites and related services and these Terms of Use supersede and replace any and all prior oral or written understandings or agreements between SFA and you regarding the Sites and related services.

#### **20. QUESTIONS AND FEEDBACK**

We welcome your questions, comments, and concerns about the Sites. Please send us any and all feedback pertaining to the Sites to [info@structuredfinance.org](mailto:info@structuredfinance.org).