



Website Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

TERMS AND CONDITIONS OF USE AGREEMENT BETWEEN USERS OF THIS SITE AND AMHERST FUNDING GROUP, L. P. This agreement between (i) Seller ("Seller") using www.amherstfunding.com (the "Site") and each person using this Site at the request of or on behalf of a Seller (an "Individual User" and, collectively with the Sellers (the "Users"), and (ii) Amherst Funding Group, L. P. ("AFG"). By using this Site, User(s), signify agreement with Terms and Conditions of Use Agreement (this "Agreement"), without modification.

AFG reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Continued use of this Site following the posting of changes to this Agreement (including the Privacy Policy) signifies Seller's acknowledgement of changes.

OWNERSHIP OF SITE CONTENTS. This Site is owned and operated by AFG. Information made available is the property of AFG and is protected by copyright and other applicable laws. No material from this Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

"Amherst Funding Group, L. P." and the AFG logo are trademarks of AFG. All other trademarks appearing on this Site are the property of AFG. Reproduction of this Site, in whole or in part, is prohibited without AFG's express prior written permission.

WEBSITE USAGE SUBJECT TO PURCHASE AGREEMENT AND/OR SELLER GUIDE. This Site is intended solely for the use of Seller or Sellers that have entered into a Seller Agreement and or a Mortgage Loan Purchase Agreement (MLPA) with AFG. All commitments and transactions concerning mortgage loans to be delivered to or purchased by AFG are made subject to the terms of the MLPA or the Seller Guide referred to in the Seller Agreement. Users must refer to the MLPA or the Seller Agreement and the Seller Guide for terms applicable to, among other things, Seller delivery commitments (including pair-off fees that may be assessed upon the failure to fulfill mandatory delivery commitments), loan purchase criteria, product profiles and underwriting guidelines. Nothing contained on this Site shall be deemed a commitment by AFG to purchase a particular Mortgage Loan or constitute approval of a Mortgage Loan.

COMMITMENTS FINAL UPON CONFIRMATION RECEIPT. Use of the "Commit" feature of this Site is not complete until the "Delivery Commitment Confirmation" page has been received in Seller's web browser. Please print the Delivery Commitment Confirmation page for your records. If connection to this Site is interrupted or Seller fails to receive the Delivery Commitment Confirmation, please call AFG immediately at the contact information listed in the AFG Seller Guide. **No commitment is valid, final and complete until Delivery Commitment Confirmation page is received.**

USER NAME AND PASSWORD. In order to use this Site, AFG assigns one or more 'User Admin' account user names and passwords ("Assigned Access Information") to each Seller. The 'User Admin'



account for each Seller is responsible for creating and maintaining the user name/password combinations for other Individual Users for that Seller using Form F-2 known as the Web Site User Authorization.

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Each Seller hereby agrees to delete any user name immediately when (i) the employment of any employee with access is terminated, and/or (ii) engagement of any consultant with Assigned Access Information is terminated. Seller agrees to notify AFG immediately of any unauthorized access to or use of Assigned Access Information or this Site. Each Seller shall be responsible for all access to and use of this Site by persons using its Assigned Access Information, whether or not the Seller has knowledge of or authorizes such access and use. Assigned Access Information is subject to cancellation or suspension by AFG at any time and for any reason, including, without limitation, if AFG suspects that Assigned Access Information or this Site is being misused in any way.

PRIVACY AND SECURITY POLICY. Each User hereby agrees that it is bound by the terms of the AFG Privacy Policy, which is incorporated herein by reference.

INDEMNIFICATION. Each User agrees to indemnify and hold AFG, its employees, officers and directors harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees and costs of investigation) arising from or out of or in connection with User's use of the Site or User's violation of this Agreement. This obligation shall survive the termination of this Agreement.

Disclaimer of Warranties AND LIMITATION OF LIABILITY.

Warranty Disclaimer. User understands and agrees that use of this Site is at its sole risk. AFG intends that the information contained in this Site be accurate, however errors sometimes occur and AFG will not be responsible for those errors. AFG expressly disclaims any warranty that the services or contents of this Site will be uninterrupted or error free and AFG makes no warranty as to the results to be obtained from use of the services or contents of this Site. This Site is provided on an "as is" and "as available" basis and AFG makes no warranties of any kind, either express or implied, including, without limitation, warranties of title or non-infringement, or implied warranties of merchantability or fitness for a particular purpose.

Disclaimer of Damages. Each User expressly understands and agrees that in no event shall AFG be liable for any indirect, incidental, special, collateral, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, or other intangible losses (even if AFG has been advised of the possibility of such damages) resulting from the use or inability to use this Site or the contents hereof or any other matter relating to this site, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise. In the event that damages are assessed against AFG, the aggregate liability of AFG to any Seller arising out of or with respect to the Site shall not exceed \$500.

LINKS TO THIRD-PARTY WEB SITES. This Site may contain links to web sites maintained by parties other than AFG. Such links are provided only for the convenience and reference of the Users. AFG explicitly disclaims any responsibility for the accuracy, content, or availability of information found on web sites that link to or from this Site. AFG cannot be held responsible for the accuracy or legality of material contained in third-party web sites, and each User hereby irrevocably waives any claim against AFG with respect to such web sites. By including a link to a third-party web site from the Site, AFG does not imply any endorsement of the products or services or the web site, its contents, or its sponsoring organization. Any concerns regarding any external link should be directed to the operator of that web site.



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GENERAL TERMS.

Access. AFG does not guarantee continuous, uninterrupted or secure access to the Site, and the availability and operation of this Site may be interfered with by numerous factors outside of our control.

Governing Law and Exclusive Jurisdiction. The validity, construction and effect of this Agreement and all extensions, modifications and amendments of this agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of laws or choice of law thereof. By using this Site each User hereby irrevocably agrees to submit to the exclusive jurisdiction of the United States District Court for the Southern District of Texas and of the Courts of the State of Texas, for the purposes of all legal proceedings directly or indirectly arising out of or relating to this Agreement, or the use of this Site and the contents thereof; and each User hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent allowed under applicable law.

Third Party Beneficiaries. No person or entity that is not a party to this Agreement shall be deemed a beneficiary of the provisions hereof.

Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

No Waiver. AFG's failure to act with respect to a breach or default by a User does not waive our right to act with respect to subsequent or similar breaches or defaults.

Termination. This Agreement may be terminated by a User by sending an e-mail to AFG stating that the User wishes to terminate its use of this Site. Your notice of termination will be effective upon receipt of such notice by AFG. AFG has no obligation to provide a User with notice of termination.

Survival of these Terms. The terms of the sections of this Agreement entitled "Ownership of Site Contents," "Website Usage Subject to Purchase Agreement and/or Seller Guide," "User Name and Password," "Indemnification," "Warranty Disclaimer" and "General Terms" shall remain in effect after this Agreement is terminated by AFG or by a User.

Entire Agreement. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

Age Restriction. You must be at least 18 years old to use this site. Use by persons under 18 years of age is strictly prohibited.