

BESTINMORTGAGE.COM TERMS OF USE

This Agreement ("Agreement") contains the complete terms and conditions that apply to your participation on BestInMortgage.com ("BestInMortgage"), a website that is located online at <http://www.bestinmortgage.com> and owned and operated by BNTouch, Inc ("BNTouch"). You may also be referred to herein as "PARTICIPANT", "You" or "Party".

1. Services

Subject to the terms and conditions of this Agreement, BNTouch agrees to allow You to participate on BestInMortgage, for the duration during which You have an account in good standing with BNTouch for use of the BNTouch Mortgage CRM. Your registration for, or use of, BestInMortgage shall be deemed to be Your agreement to abide by this Agreement including any materials available on the BNTouch website incorporated by reference herein, including but not limited to BNTouch's privacy policy which can be viewed online at www.bntouchmortgage.com/privacy. Your participation on BestInMortgage is voluntary and involves both listing including a listing on the Mortgage Directory and participating in the Bulletin Board section of the site.

2. Participation on BestInMortgage

Once your BNTouch account is created, You may enable or disable Your directory listing on BestInMortgage from the options tab of Your BNTouch account. You may access the Bulletin Board portion of BestInMortgage by logging directly into BestInMortgage with Your BNTouch username and password.

By enabling Your Directory Listing, You will be given the opportunity to make information such as Your contact information, US states or regions You are licensed to do business in, and a short resume available to the public through BestInMortgage. It is Your responsibility to ensure that this information is correct and that it complies with all applicable state and federal laws regarding advertising and working as a mortgage loan originator. In the event that any information posted by You is deemed unethical, unlawful or inappropriate, BNTouch may remove this information from BNTouch at its discretion, or terminate Your access to BestInMortgage.

Additionally, BestInMortgage provides the public with the opportunity to post questions concerning a mortgage on BestInMortgage. In the event that You have enabled Your directory listing, You will receive a notification when a question is posted from a state or region You are licensed to do business in as a mortgage originator. You may post an answer to the question by logging into BestInMortgage and typing your answer in the appropriate box. Answers to each question will be posted on BestInMortgage in the order in which they are received. It is Your responsibility to ensure that Your answer is accurate and does not violate any applicable state or federal laws. In the event that BNTouch finds Your answer misleading, unethical or unlawful, it may remove Your answer at its discretion. If you find that another user of BestInMortgage has posted information that is unlawful or unethical, You may request that it is removed by contacting a BNTouch representative.

3. Passwords

Upon registration, BNTouch will issue to You a username and password for each user authorized by You, and for which You have paid the applicable fee, to gain access to BNTouch by means of the BNTouch Mortgage website. These usernames and passwords are also used for accessing BestInMortgage. You are responsible for maintaining the confidentiality and security of all passwords and to ensure that each password is used by the authorized user. In the event that a password is lost or misplaced, it is Your responsibility to report the missing password to BNTouch immediately either by

phone or email. In the event that a password is lost, a BNTouch Customer Care representative may reset the password for You, in which case You will be notified of the new password by email.

4. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. BNTouch represents and warrants that it will provide access to and maintain BestInMortgage in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the BestInMortgage will perform substantially in accordance with the online BNTouch help documentation, which is located online at www.bntouchmortgage.com/help, under normal use and circumstances. BNTouch does not warrant or guarantee that You will generate any new business or receive any loans from Your participation on BestInMortgage. You represent and warrant that You have not falsely identified Yourself nor provided any false information to BNTouch or published any false information on BestInMortgage.

5. Intellectual Property Ownership

BNTouch alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the BNTouch Technology, content posted on BestInMortgage and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to BestInMortgage. This Agreement is not a sale and does not convey to You any rights of ownership in or related to BestInMortgage, the BNTouch Technology or the Intellectual Property Rights owned by BNTouch. The BNTouch name, the BNTouch logo, and the product names associated with BestInMortgage are trademarks of BNTouch or third parties, and no right or license is granted to use them.

6. Termination for Cause

Any breach of Your payment obligations or unauthorized use of the BNTouch Technology including BestInMortgage will be deemed a material breach of this Agreement. BNTouch, in its sole discretion, may terminate Your password, BNTouch Mortgage CRM account or use of BestInMortgage if You breach or otherwise fail to comply with this Agreement. In addition, BNTouch may terminate a promotional, demo or trial account at any time in its sole discretion. You agree and acknowledge that BNTouch has no obligation to retain any data posted on BestInMortgage, and may delete such data at any time.

7. Disclaimer of Warranties

BNTOUCH AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF BESTINMORTGAGE OR ANY CONTENT. BNTOUCH AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) BESTINMORTGAGE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH BESTINMORTGAGE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) BESTINMORTGAGE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BESTINMORTGAGE AND

ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BNTOUCH AND ITS LICENSORS.

8. Internet Delays

BNTOUCH'S SERVICES, INCLUDING BESTINMORTGAGE, MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BNTOUCH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH BESTINMORTGAGE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE BESTINMORTGAGE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH BESTINMORTGAGE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Notice

BNTouch may give notice by means of a general notice on BestInMortgage, electronic mail to Your e-mail address on record in BNTouch's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in BNTouch's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to BNTouch (such notice shall be deemed given when received by BNTouch) at any time by any of the following: letter sent by confirmed facsimile to BNTouch at the following fax numbers (whichever is appropriate): (503)924-1814; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to BNTouch at the following addresses (whichever is appropriate): BNTouch, inc., 7000 SW Hampton, Suite 215, Tigard, OR 97223, addressed to the attention of: Chief Executive Officer.

11. Modification to Terms

BNTouch reserves the right to modify the terms and conditions of this Agreement or its policies relating to the BestInMortgage at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Your consent to such changes.

12. Assignment

This Agreement may not be assigned by You without the prior written approval of BNTouch but may be assigned without Your consent by BNTouch to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

13. General

With respect to U.S. Customers, this Agreement shall be governed by Oregon law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or BestInMortgage shall be subject to the exclusive jurisdiction of the state and federal courts located Portland, Oregon. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form and Master Services Agreement, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and BNTouch as a result of this agreement or use of the Service. The failure of BNTouch to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by BNTouch in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between You and BNTouch and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

14. Entire Agreement

This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may only be amended in a writing jointly executed by both parties hereto.

15. Definitions

Any capitalized terms not defined in this Agreement are defined in the Master Services Agreement; "Content" means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by You to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date You begin using the Service; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "BNTouch" means collectively BNTouch, inc., an Oregon corporation, having its principal place of business at 7000 SW Hampton, Suite 215, Tigard, OR 97223; "BNTouch Technology" means all of BNTouch's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by BNTouch in providing the Service; "Service(s)" means the specific edition of BNTouch's online customer relationship management, billing, data analysis, or other

corporate ERP services identified during the ordering process, developed, operated, and maintained by BNTouch, accessible via <http://www.BNTouchMortgage.com>, <http://www.bestinmortgage.com> or another designated web site or IP address, or ancillary services rendered to You by BNTouch, to which You are being granted access under this Agreement, including the BNTouch Technology and the Content; "User(s)" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by BNTouch at Your request).

Questions or Additional Information:

If You have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@BNTouchMortgage.com