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Your use of the Website constitutes your Agreement and acceptance without change of these terms and conditions. In addition, as a condition of your use of the Website, you represent and warrant to TrustDeedResale.com that you will not use the Website for any purpose that is unlawful or prohibited by these terms and conditions. If You do not agree and accept these terms and conditions, your use of the Website is prohibited. Other than this Agreement and the Terms of Use, TrustDeedResale.com will not enter into any Agreement with You or have any obligation to You through the Website and no attempt to create such an Agreement will be effective.

By accessing, browsing or using the website and/or the services, you acknowledge that:

1. You are at least 18 years old and have read and understand all of the terms and conditions of this terms of use;
2. You agree to be bound by all of the terms and conditions of these terms of use;
3. These terms of use are the legal equivalent of a signed, written contract between you and TrustDeedResale.com; and
4. If accessing, browsing or using the website on behalf of an entity, you have full authority to bind your entity to all of the terms and conditions of these terms of use.

If you are not willing to be or cannot be bound by all of the terms and conditions of this agreement, including without limitation the acknowledgement set forth in paragraphs 1-4 above, then do not browse or use the website. Moreover, TrustDeedResale.com does not and will not grant You any right or license to access, browse or use the website or the services without your willingness and ability to be bound by all of the terms and conditions of this agreement, including without limitation the preceding acknowledgement.

LICENSE

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Except as expressly permitted by TrustDeedResale.com in writing, you agree that your license to access, browse and/or use the Website and the Content is limited solely to a personal, revocable, nonexclusive, non-transferable license to (i) access and view the Website and the Content, and (ii) copy, download and store the Content (e.g., in a temporary cache) to enable printing and/or offline viewing of such Content solely for your non-commercial use and not for resale or distribution to anyone else. You also agree that, with respect to any copy of the Content that You download, create, generate, store and/or print, you will reproduce and include all copyright and other proprietary notices included in such Content.

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SUBMISSIONS

You acknowledge and agree that by submitting documents, including, but not limited to, notes, mortgages, deeds of trust and other mortgage documents, comments, remarks, suggestions, ideas, graphics, feedback, edits, concepts, comments, photographs, illustrations and other materials (other than information given in connection with Your registration) to TrustDeedResale.com through the Website (individually and collectively, "Submissions"), You (i) grant TrustDeedResale.com a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter created without attribution; (ii) grant TrustDeedResale.com the right to pursue at law any person or entity that violates Your and/or TrustDeedResale.com's rights in Your Submissions; and (iii) forever waive any and all of Your rights, including but not limited to moral rights, if any, in and to Your Submissions, including, without limitation, any all rights or requirements of attribution or identification of You as the author of the Submission or any derivative thereof. You further acknowledge and agree that Your Submissions are non-confidential and do not contain proprietary information.

Except as described in TrustDeedResale.com's Privacy Policy, TrustDeedResale.com will not be required to treat any Submissions as confidential, and You acknowledge and agree that TrustDeedResale.com may use in connection with its business any of the concepts and ideas contained in Your Submissions (including, without limitation, product or advertising ideas) without compensation to You and TrustDeedResale.com will not incur any liability to You as a result of any similarities between concepts and ideas contained in Your Submission and future TrustDeedResale.com operations and business. Except as otherwise set forth in these Terms of

Use, TrustDeedResale.com will be entitled to use the Submissions for any commercial or other purpose whatsoever without compensation to You or any other person.

Your Submissions, including personally identifiable information contained therein, are made voluntarily and are subject to the Privacy Policy. You are responsible for the content of Your Submissions and agree to defend (at TrustDeedResale.com's option) and at Your sole expense, indemnify and hold TrustDeedResale.com harmless from any damages, losses, costs, or expenses, including attorneys' fees, which TrustDeedResale.com may incur as a result of Your Submissions.

With respect to Your Submissions, you acknowledge, warrant and agree that:

1. Your Submissions will be true and accurate, and other than with respect to notes, mortgages, deeds of trust and other mortgage documents, are the original work of Your authorship and that You are not employed or otherwise being compensated by the provider of the products or services (if any) that Your Submissions relate to.
2. You are not impersonating any other person when making a Submission;
3. You have the right to make Your Submissions without violating the copyright, trademark, patent or other intellectual property rights of any person or entity, and the Submissions will not contain any content, personally identifiable information or other information, or materials of any kind that relates or refers to any other person or entity other than the provider of the products, goods or services to which Your Submission relates; and
4. Your Submissions will not violate any law, or in any manner infringe or interfere with the rights of others, including but not limited to the use of names, information, or materials that (a) libel, defame, or invade the privacy of any third party, (b) are obscene or pornographic, (c) are harmful, threatening, offensive, abusive, harassing, vulgar, false or inaccurate, racially, sexually, ethnically or are otherwise objectionable or otherwise contrary to the laws of any place where such Submissions may be accessed; (d) constitute personal attacks on other individuals; (e) infringe the intellectual property, trade secret or proprietary rights of any third party; (f) promote criminal or other illegal activity; (g) promote or advertise any person, product or service or solicit funds; or (f) are deemed confidential by any contract or policy.

If notified of an allegation that the Website contains infringing information, materials or other content, TrustDeedResale.com may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the same from the Website. Notices to TrustDeedResale.com regarding any alleged infringement should be sent to TrustDeedResale.com at [setup@ TrustDeedResale.com](mailto:setup@TrustDeedResale.com).

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TrustDeedResale.com recognizes the importance of protecting the privacy of visitors to the Website. Please click [Privacy Policy](#) to view the Website' privacy policy which is incorporated

and made part of these Terms of Use. Any changes to the privacy policy will be communicated on such page.

Subject to the terms of its Privacy Policy, TrustDeedResale.com may disclose to third parties any records, electronic communications, information, materials or other content of any kind (i) if TrustDeedResale.com believes in good faith that the law or legal process requires it; (ii) if such disclosure is necessary or appropriate to operate the Website or provide the Services; or (iii) to protect TrustDeedResale.com's rights and property or the rights and property of TrustDeedResale.com's users and business partners.

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USE OF THE WEBSITE

Without limiting anything else contained in this Agreement, you agree and acknowledge that:

The Content, Submissions, databases used to store the Content and Submissions ("Databases") and any other information contained therein are valuable intellectual property owned by or licensed to TrustDeedResale.com, and that no proprietary rights therein are being transferred to you by these Terms of Use; and that you will not, directly or indirectly:

1. Except as permitted in the Trading Terms of Use, use any of the Content, Submissions, Databases, Services and any other information contained therein for any purposes other than Your personal, non-commercial use;

2. Use the Content, Submissions, Databases, Services and any other information contained therein to establish independent data files or otherwise amass statistical information thereof or therefrom;
3. Use the Content, Submissions, Databases, Services and any other information contained therein in violation of any applicable laws or regulations,
4. Publish or distribute in any medium Content, Submissions, Databases and any other information contained therein, and/or summaries or subsets thereof to any person or entity;
5. Access or attempt to access any other user's account;
6. Obtain or ascertain or attempt to obtain or ascertain any other user's user name, password and/or personal information by any means whatsoever;
7. Elude or attempt to elude the Website's security systems;
8. Attempt to gain access or gain access to the Website in a fraudulent manner;
9. Use the Website for any purposes other than those intended by TrustDeedResale.com, as determined by TrustDeedResale.com in its sole discretion; or
10. Upload or submit any data or information containing viruses or any computer code, corrupt files or programs engineered or intended to disrupt or destroy the functionality of any software, hardware, telecommunications, networks, servers, or other equipment.

You specifically acknowledge and agree that any and all misappropriation or misuse of the Content, Submissions, Databases, Services and any other information contained therein will cause irreparable harm to TrustDeedResale.com and that in such event money damages will not constitute sufficient compensation to TrustDeedResale.com; consequently, in the event that You, directly or indirectly, misappropriate or misuse the Content, Submissions and any other information contained therein, You specifically consent to TrustDeedResale.com obtaining injunctive relief against You in addition to any other legal or financial remedies to which TrustDeedResale.com may be entitled.

TrustDeedResale.com reserves the right to modify and/or discontinue the Website at any time, for any reason and without notice, and to terminate Your password and account should You be in violation of these Terms of Use, including but not limited to the provisions of this section entitled "Use of the Website."

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TrustDeedResale.com requires that you register and/or set up an account to use certain portions of the Website and to use the Services and certain features of the Website. In order to do so, You may be provided, or required to choose and/or provide a password, user ID, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of Your Registration Information changes, you must update it by editing Your Registration Information on the Website.

USE OF USER ID/PASSWORD

If You register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of Your Registration Information. You may not authorize others to use the Website, and You are responsible for all use by you and those you allow to use the Website. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization.

We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms of Use or if We decide, in our sole discretion, that it would be in TrustDeedResale.com's best interests to do so.

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The Website may contain live hypertext links to other Internet websites which can be accessed through those links. Such other websites contain information created, published, maintained, or otherwise posted by organizations not related to and otherwise independent of TrustDeedResale.com. TrustDeedResale.com does not endorse, approve, certify, maintain, or control these other Website and does not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at such addresses. TrustDeedResale.com provides the links only as a convenience. Use of any information obtained from such addresses is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness as well as those Website' respective terms of use and privacy polices. Neither the inclusion of the link on the Website nor reference on the linked Website to any product, process, or service by name, trade name, trademarks, service mark, manufacturer, or otherwise constitutes or implies endorsement, recommendation, or referral by TrustDeedResale.com. You acknowledge and agree that TrustDeedResale.com shall

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We have extensive security measures in place to protect the loss, misuse and alteration of the information stored in our database. We will exercise reasonable care in providing secure transmission of information between Your computer and our servers, but given that no information transmitted over the Internet can be guaranteed 100% secure, we cannot ensure or warrant the security of any information transmitted to us over the Internet and hence accept no liability for any unintentional disclosure.

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Some States and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

The disclaimer of liability applies, without limitations, to any damages or injury caused by and failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, you specifically acknowledge that neither the TrustDeedResale.com businesses nor any of their affiliates are liable for the defamatory offense or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you. Without limiting the foregoing, the TrustDeedResale.com businesses do not represent or warrant that the information on the website is accurate, complete, reliable, useful, timely or current or that the website will operate without interruption or error.

The TrustDeedResale.com businesses make no representation that content provided on the website is applicable or appropriate for use in locations outside of the United States

TrustDeedResale.com performance of this agreement is subject to existing laws and legal process, and nothing contained in the agreement is in derogation of TrustDeedResale.com's right to comply with law enforcement requests or requirements relating to your use of the website or information provided to or gathered by TrustDeedResale.com with respect to such use.

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The information on the Website may contain typographical errors or inaccuracies and may not be complete or current. TrustDeedResale.com therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. Please note that if the Website offers products or services for sale, such errors, inaccuracies or omissions may relate to product description, pricing and availability.

CONTACTING US/FEEDBACK, POSTINGS AND COMMUNICATIONS

If You have any questions about these Terms of Use, the Trading Terms of Use, the Services or the Website, please send us an email to setup@TrustDeedResale.com.

Although TrustDeedResale.com will in most circumstances be able to receive your email or other information provided through the Website (including, without limitation, service requests and other submissions), TrustDeedResale.com does not guarantee that it will receive all such email or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such email or other information. Be aware that Internet email typically is not secure.

INDEMNITY

You agree to indemnify, defend and hold harmless TrustDeedResale.com and its officers, directors, shareholders, employees, Agents, content providers, customers and suppliers from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses) Relating to or arising from: YOU

1. Your use of the website and any of the content, or any products or services obtained on or through the website;
2. Any Breach by you of these terms of use;
3. Any submission you make or post on the website; and
4. Any other activity by you or in in connection with the website (including without limitation, infringement of third parties intellectual property rights or any other negligent, illegal or wrongful conduct) by you or any other person accessing the site using your website account or any account.

RELEASE FOR FORCE MAJEURE

You absolve and release TrustDeedResale.com and its officers, directors, shareholders, employees, agents, content providers, customers and suppliers from any claim of harm resulting from any cause(s) over which TrustDeedResale.com or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

TERM AND TERMINATION

This Terms of Use will take effect at the time You click any button on the site or "I Agree" or access, browse, view or use the Website or any of the Content, and continues in perpetuity unless terminated by you and/or TrustDeedResale.com. TrustDeedResale.com reserves the right, at any time and for any reason, without notice to you, (i) to deny you access to the Website, the Services and any of the Content; (ii) to change, remove or discontinue the Website, the Services and any of the Content or services available on or through the Website; or (iii) to terminate these Terms of Use.

You may terminate these Terms of Use at any time by ceasing all use of the Website, the Services and the Content. The warranty disclaimers, limitations and exclusions of liability, reservation and grant of property rights and other terms and conditions of these Terms of Use are intended to survive and will survive the termination or expiration of these Terms of Use for any reason.

NOTICES

Any notice or other document or communication required or permitted hereunder to TrustDeedResale.com will be deemed to have been duly given only if in writing and delivered by email sent to setup@trustdeedresale.com.

Notices to TrustDeedResale.com shall be deemed delivered when actually received by TrustDeedResale.com.

Any notice or other document or communication from TrustDeedResale.com required or permitted hereunder will be sent to the e-mail address that You provide when You register with the Website. Such notice will be deemed received by You the business day after the e-mail is sent.

Should You elect to send or receive e-mail communications of any kind to or from TrustDeedResale.com, You represent and warrant to TrustDeedResale.com that your e-mail service has appropriate and adequate security systems necessary to prevent unauthorized access to outbound or inbound e-mail transmissions.

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Access, browsing and use of the Website, the Content, the Services and these Terms of Use, and all matters or issues collateral thereto are all governed by United States federal law and/or the laws of the State of New York without regard to any conflict of laws provisions that would refer

to and/or apply the substantive laws of another jurisdiction. The Convention on International Sale of Goods shall not apply to any sale or other transaction made through the Website.

Any legal action or proceeding relating to your access to, or use of the website site shall be instituted only in a State or State or Federal Court located in San Mateo County. You agree to submit to the jurisdiction of, and agree that venue is proper in these court in any such legal action or proceeding.

ARBITRATION

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$9,800, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by mutual agreement of the parties; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All arbitrations held pursuant to this Agreement shall take place in San Mateo County, California.

WAIVER

No delay or omission by TrustDeedResale.com to exercise any right occurring upon any noncompliance on your part with respect to any of the terms of these Terms of Use will impair any such right or power or be construed to be a waiver thereof. Any waiver by TrustDeedResale.com of any of the covenants, conditions or Agreements to be performed by You will not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or Agreement herein contained.

SEVERABILITY

If any portion of these Terms of Use is adjudged invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect.

INDEPENDENT CONTRACTOR

TrustDeedResale.com is an independent contractor; nothing in these Terms of Use shall be construed to create a partnership, joint venture, or agency relationship between You and TrustDeedResale.com.

CONTINUED USE DEEMED ACCEPTANCE

TrustDeedResale.com reserves the right, at its sole discretion, to change, alter, amend or otherwise modify these Terms of Use from time to time. After You are notified of any such modification, TrustDeedResale.com will deem Your continued use of the Website, the Services or any of the Content to constitute Your acceptance of and agreement to such modification.

ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between You and TrustDeedResale.com with respect to Your use of the Website and the Content, and supersede any and all prior understandings or Agreements between You and TrustDeedResale.com, whether written or oral. You acknowledge that, in providing You access to and use of the Website and the Content, TrustDeedResale.com has relied on Your acceptance of these Terms of Use.