

Subscriber Agreement

This Subscriber Agreement (the "Agreement") is entered into between N A Nationwide Mortgage, a California Corporation, doing business as LendDing.com, herein referred to as LendDing.com and _____ agreeing to the terms herein (the "Subscriber"). This Agreement sets forth the terms and conditions governing the Subscriber's use of the directory listing services provided by LendDing (the "Services") as accessed through the Company's website (the "Website").

1. Acceptance of Terms

By accessing or using the Services, the Subscriber agrees to be bound by this Agreement. If the Subscriber does not agree to the terms and conditions set forth herein, the Subscriber must not use the Services.

2. Subscription and Fees

2.1 Subscription: The Subscriber may choose a subscription plan offered by the Company, which grants the Subscriber access to the Services for a specified period as outlined in the selected plan.

2.2 Fees: The Subscriber agrees to pay the fees associated with the chosen subscription plan. All fees are non-refundable, unless otherwise stated by the Company. The Company reserves the right to modify the fees at its discretion upon providing reasonable notice to the Subscriber.

3. Listing Content

3.1 Accuracy and Ownership: The Subscriber represents and warrants that all information provided for inclusion in the directory listing is accurate, complete, and does not infringe upon the rights of any third party. The Subscriber retains ownership of all intellectual property rights in the listing content provided.

3.2 License Grant: The Subscriber grants the Company a non-exclusive, worldwide, royalty-free license to display, modify, and reproduce the listing content solely for the purpose of providing the Services.

4. Subscriber Obligations

4.1 Compliance: The Subscriber agrees to comply with all applicable laws, regulations, and third-party rights when using the Services. The Subscriber shall not engage in any activity that may adversely affect the Company's reputation or the functioning of the Website.

4.2 Confidentiality: The Subscriber acknowledges that any non-public information

or materials provided by the Company are confidential and shall not be disclosed to any third party without the prior written consent of the Company.

5. Termination

5.1 Termination by Subscriber: The Subscriber may terminate this Agreement by providing written notice to the Company. No refunds or credits shall be issued for any unused portion of the subscription term.

5.2 Termination by Company: The Company reserves the right to terminate this Agreement or suspend the Subscriber's access to the Services in the event of a breach of this Agreement or if the Subscriber's actions are deemed detrimental to the Company or other subscribers.

6. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the Services or this Agreement, even if advised of the possibility of such damages.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of California. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Alameda County, California.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Company and the Subscriber and supersedes any prior discussions, agreements, or understandings, whether written or oral, relating to the subject matter herein.

9. Subscription Fee

The subscription fee is \$100 per month for a company listing. This is a monthly obligation that is paid in the beginning of the month. If the subscription starts within the month, the payment for the first month will be prorated based on the number of days in the month.

Subscriber

First Name Last name

Title

Company

Address

Phone

Email

LendDing

Noelle Wheeler, President
N A Nationwide Mortgage, DBA LendDing.com
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