



USER AGREEMENT

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE WEBSITE. YOUR USE OF THE WEBSITE CONSTITUTES AN AGREEMENT BY YOU TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THE WEBSITE AND EXIT THE WEBSITE IMMEDIATELY.

The following describes the agreement (the "User Agreement") between you and CMAX NDSE LLC ("CMAX") regarding your use of CMAX's proprietary Debt Sales System known and referred to as "NDSE," under the website known as www.cmaxndse.com, www.creditmaxteam.com or www.creditmaxsales.net (the "Website"). By accessing the Website you agree to be bound by the following terms and conditions and the terms and conditions contained in the Privacy Policy posted on the Website, which are incorporated herein by reference. If you do not agree to be bound by these terms and conditions and the terms and conditions contained in the Privacy Policy and Indemnification from Purchaser, please do not access the Website. CMAX may amend the terms and conditions of the User Agreement at any time by posting the revised User Agreement on the Website. You should review the User Agreement for changes each time that you use the Website. All changes are effective immediately upon posting, unless otherwise specifically noted. Your continued use of the Website constitutes your acceptance to the revised User Agreement.

1. SERVICES

CMAX offers for sale on the Website Accounts that are owned by others. These Accounts are offered for sale pursuant to privately negotiated listing agreements between CMAX and third party sellers. CMAX is paid by such third party sellers a listing fee for its services.

The Website is operated by CMAX. CMAX may change, suspend or terminate any feature or aspect of the Website or any product sold on the Website. CMAX may add, remove or modify any content of the Website. Accessing the information on the Website is free, if you are a registered user of the Website.

2. ELIGIBILITY

As part of the registration process, you shall be required to create a user name and password for use in accessing the Website. Your user name and password may not be transferred to another party. You may be required to provide at CMAX's request, information concerning your eligibility and compliance with the representations and warranties that you are making in the User Agreement. If you cannot provide such information to the satisfaction of CMAX, CMAX may terminate your usage of the Website immediately. In addition, CMAX may suspend, limit or terminate your usage of the Website at any time at its discretion without notice. You are



prohibited from accessing the Website, except in connection with your interest to purchase or sell Accounts. If you intend to purchase Accounts through a “buying arm”, CMAX may ask that you identify and provide information concerning each entity that will serve as your “buying arm”. CMAX reserves the right to prohibit you from using a “buying arm” to purchase Accounts on the Website.

You shall not register to use the Website, unless you are knowledgeable and experienced in the purchase or sale of charged-off delinquent consumer or other debt or accounts receivable of the type sold on the Website. You understand that a purchase of Accounts involves a high degree of risk and is suitable only for purchasers that can bear a partial or entire loss of their investment. The collection of Accounts is also subject to state and federal laws and regulations. You shall not purchase Accounts, unless you are knowledgeable with respect to such laws and regulations and intend to comply with them.

You shall be able to access certain Account information on the Website. None of that information shall be non-public personal information. Most of the information that you shall see on the Website shall be obtained from prior owners of Accounts or from third party service providers. No independent investigation or verification of that information shall be conducted by CMAX prior to listing Accounts for sale on the Website. CMAX does not warrant or represent the accuracy or completeness of any Account information. If you purchase Accounts, you shall do so based solely on your own independent determination as to their collectability and not on any statement, representation or promise made to you by CMAX or its customers or any information contained on the Website.

CMAX may refuse your election to purchase Accounts, if it determines in its discretion that you are not eligible to use the Website.

3. PURCHASE OF ACCOUNTS

Accounts shall be offered for sale on the Website pursuant to different formats that will determine the purchase price for such Accounts.

a. **Fixed Price Option**

Some Accounts may be offered for sale at a fixed price. The Website allows you to utilize certain search engines to identify Accounts that you intend to purchase at a fixed price. You shall be obligated to purchase each Account that you have elected to purchase on the Website at the fixed price listed for such Account.

b. **Bid Option**

From time to time, portfolios of Accounts shall be offered for sale on the Website pursuant to a bid format. The bid format allows you to submit a bid that reflects the amount that you are willing to pay for the purchase of any listed portfolio of Accounts. Minimum bid prices may apply to portfolios of Accounts that are sold



through the bid format. If a fixed price is offered for the purchase of a portfolio, you may be able to circumvent the bid process by agreeing to pay the fixed price applicable to that portfolio. Once you have submitted a bid, a confirming e-mail shall be sent to you at the e-mail address that you have registered on the Website. Another confirming e-mail shall be sent to you at the same e-mail address, if you have submitted the highest bid, as of the closing of the bid process.

The highest or winning bid for a portfolio of Accounts offered for sale through a bid format shall be determined as of bid closing. You may not retract a bid prior to bid closing, unless CMAX agrees to such retraction in writing. CMAX reserves the right to reject any request for a retraction of a bid, unless such bid was erroneously entered by you and such error is readily observable, such as in the case of an obvious typographical error.

If you elect to purchase a portfolio of Accounts at the offered fixed price or you submit the highest bid for the purchase of a portfolio, you shall be obligated to purchase that portfolio of Accounts in accordance with the applicable purchase and sale agreement.

A seller may set a “reserve” price for any Account that it sells through the bid format. No Account will be sold below the “reserve” price, unless the seller at its discretion elects to waive the “reserve” price and sell the Account to the highest bidder.

c. **Privately Negotiated Option**

The Website may allow you to purchase Accounts pursuant to terms and conditions that were negotiated “off-site” between you and the seller of those Accounts. The purchase and sale of Accounts that are subject to privately negotiated terms and conditions between you and the seller of those Accounts may only be accessed by you on the Website.

d. **Flow Purchase Option**

Accounts can also be purchased on the Website on a flow basis. A purchase made on a flow basis requires you to purchase multiple portfolios of Accounts with similar characteristics from the same seller during a specified number of months. Generally, those purchases occur once a month within a set number of days after you are notified that Accounts are available for purchase on the Website. A purchase made on a flow basis is usually accomplished as a result of private “off-site” negotiations between you and the seller. Accounts are then accessed on the Website periodically for purchase.



4. PURCHASE AND SALE AGREEMENT

The purchase and sale of Accounts shall be consummated in accordance with the terms and conditions of the purchase and sale agreement applicable to the purchase of those Accounts or portfolios of Accounts that you have chosen to purchase. The purchase and sale agreement applicable to each Account or portfolio of Accounts that you have chosen to purchase is available for you to review prior to your commitment to purchase such Account or portfolio of Accounts. You cannot continue with the purchase of an Account or a portfolio of Accounts on the Website, until you have acknowledged that you have reviewed each applicable purchase and sale agreement and that you accept the terms and conditions that are contained therein.

Please note that the form of purchase and sale agreement of a seller that is selling Accounts on the Website may be different than the form of purchase and sale agreement of another seller that is also selling Accounts on the Website. In addition, the form of purchase and sale agreement of the same seller may be different, as it applies to different types of Accounts sold by the same seller on the Website. Since you may be purchasing Accounts from more than one seller and/or different types of Accounts from the same seller, your purchase of Accounts or portfolios of Accounts on the Website may be subject to different purchase and sale agreements. Consequently, you should familiarize yourself with all of the terms and conditions, as they apply to the different Accounts or portfolios of Accounts that you are purchasing.

The terms and conditions of your purchase of Accounts pursuant to the privately negotiated format shall be governed by the terms and conditions of the purchase and sale agreement that is agreed to between and executed by you and the seller of Accounts that you are purchasing.

In the event of any contradiction or inconsistency between the terms and conditions of the purchase and sale agreement and the User Agreement, as such terms and conditions pertain only to your use of the Website, the terms and conditions of the User Agreement shall control and supersede the terms and conditions of the purchase and sale agreement in which such inconsistency or contradiction exists.

Even though your electronic acceptance of each applicable purchase and sale agreement is sufficient to bind you to the obligations contained therein, the seller of Accounts that you have chosen to purchase may require you to sign and deliver a hard copy of that same agreement. In such event, you agree to comply promptly with such seller's request.

5. MANNER OF PAYMENT

Payment of the purchase price and delivery of the bill of sale shall be governed by the terms and conditions of the applicable purchase and sale agreement. The amount of the purchase price, the manner in which the purchase price is to be remitted and the time and date by which the purchase price must be received shall be stated in the closing statement. If the entire purchase price is not



received in the manner and by the time and date set forth in the closing statement you will be deemed in default of your obligations under the applicable purchase and sale agreement and the seller of such Account or Accounts shall be entitled to exercise any and all of its remedies thereunder. After the purchase price is received in compliance with the applicable purchase and sale agreement you shall receive by electronic mail at the e-mail address that you have registered on the Website directions on how to access the bill of sale and the information relating to Accounts that you have purchased. Alternative means to deliver the bill of sale and related information may be used by the seller of the Accounts that you have purchased.

CMAX is authorized to remove any Account from sale at any time without notice prior to the delivery of a bill of sale covering such Account. CMAX is authorized to re-list for sale any Account. CMAX may change the fixed price at which any Account is offered for sale, the “reserve” price or the minimum bid acceptable with respect to Accounts offered for sale through the bid format.

So long as an Account is listed for sale on the Website, you shall not contact or attempt to contact the seller of such Account, without the prior written consent of CMAX.

For purposes of the User Agreement, a “business day” means Monday thru Friday, except for federal holidays (e.g., New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas) and such other days when CMAX or any seller of Accounts that you are purchasing is closed for business.

6. ACCOUNTS

ALL ACCOUNTS ARE BEING SOLD “AS IS” AND “WITH ALL FAULTS”, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO EITHER COLLECTABILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER REPRESENTATION OR WARRANTY, OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN OR PAST OR PRESENT, EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT GOVERNING YOUR PURCHASE OF ACCOUNTS. SUCH REPRESENTATIONS AND WARRANTIES ARE MADE BY THE SELLER OF ACCOUNTS THAT YOU PURCHASED PURSUANT TO THAT PURCHASE AND SALE AGREEMENT.

YOU ARE VISITING THE WEBSITE AT YOUR OWN RISK. CMAX MAKES NO REPRESENTATION OR WARRANTY CONCERNING ACCOUNTS THAT ARE LISTED FOR SALE ON THE WEBSITE OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE WEBSITE OR PURCHASING AN ACCOUNT OFFERED FOR SALE ON THE WEBSITE.

7. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant as follows:



- a. You have full power and authority to enter into and perform your obligations under the User Agreement.
- b. The User Agreement constitutes your binding obligation, enforceable against you in accordance with its terms.
- c. You are a sophisticated purchaser who is in the business of buying or collecting charged-off consumer and/or other types of debt or accounts receivable and you are knowledgeable of the risks pertinent to the purchase of Accounts and the laws and regulations applicable to the collection of Accounts. If you are accessing the Website as a seller of Accounts, then you are a sophisticated seller who is in the business of selling charged-off consumer and/or other types of debt and accounts receivable and you are knowledgeable of the risks pertinent to the sale of Accounts and the laws and regulations applicable to the sale of Accounts.

8. ON-SITE CONDUCT

You shall use the Website only for lawful purposes and consistent with its intended purposes. You shall not disrupt the Website or interfere with or compromise the security of the Website or the use by any other person of the Website. You shall not attempt to obtain access to any portion of the Website to which you are restricted. You shall comply with all laws and regulations applicable to the Website and the Internet, including United States copyright laws. You shall not enter into CMAX's system without authority or misuse passwords or any other information. The Website and the content of the Website may be used as a resource for purchasing and selling Accounts on the Website only. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance of the content of the Website is strictly prohibited. You will not attempt to contact any seller of Accounts for the purpose of transacting business outside of the Website, and you will not attempt to circumvent CMAX with respect to any transaction between you and any seller with Accounts listed on the Website. Any seller with Accounts listed on the Website shall be deemed to have been introduced to you through CMAX, and CMAX shall be entitled to a fee in the amount of five (5%) percent of the gross proceeds on any transaction between a seller with Accounts listed on the Website and you (or your respective affiliates) at any time during the listing period, and for a period of twenty-four (24) months thereafter (the "Protection Period"). Notwithstanding the foregoing, such fee shall not be applicable to the purchase of Accounts which are not currently listed on the Website if you can evidence a pre-existing business relationship with such seller. For purposes of this Agreement, a pre-existing business relationship means that you consummated a business transaction with such seller within two (2) years prior to the date the seller listed Accounts on the Website.

9. INDEMNITY

You shall indemnify CMAX and its affiliates and their respective officers, directors, agents, representatives, advisors and contractors and hold them harmless from any claims, damages,



losses, costs or expenses, including attorneys' fees and costs, that any one or more of them incurs in connection with a third party claim or otherwise, as a result of (i) your use of the Website, unless such use was authorized by and in compliance with the User Agreement or (ii) a violation by you of the warranties and representations and other terms contained in the User Agreement. You shall defend at your expense each of the indemnified parties against any claim giving rise to an indemnifiable loss pursuant to this section, provided that any counsel engaged by you to defend such claim shall be reasonably satisfactory to CMAX. You shall not settle or compromise any claim that is subject to indemnification pursuant to this section without CMAX's prior written consent, which consent shall not be unreasonably withheld.

10. COPYRIGHT, TRADEMARK AND INTELLECTUAL PROPERTY

The Website and all information made available through the Website is owned or licensed by CMAX or its licensors. CMAX and its licensors retain all rights under United States and International Copyright laws. Neither the Website nor any of its contents may be modified, copied, distributed, downloaded, displayed, e-mailed, transmitted or sold, except as expressly permitted by CMAX. CMAX grants you permission to display, copy and print information with respect to Accounts that you are considering purchasing, provided that you limit your use of such information to your evaluation of the purchase of Accounts and you do not upload, post or otherwise distribute such information to any third party. The permission granted herein shall automatically terminate, if you violate the terms and conditions of the User Agreement. Upon such termination, you must immediately destroy any information that you have copied, printed or downloaded.

Any trademarks, service marks, logos, company names and other protected property used or displayed on the Website are the property of the respective owners and may not be used in connection with any other product or service or in any manner that disparages such owners or causes confusion among such owners' customers. Such trademarks, service marks, logos, company names and other protected property are subject to the terms and conditions and the laws applicable to such owners and their protected property.

Technologies and processes used in connection with the Website are either covered by one or more U.S. patents or have U.S. patents pending.

COMPLIANCE ADMINISTRATOR

CMAX has designated a Compliance Administrator who can be reached by regular mail at 1555 Palm Beach Lakes Blvd., Suite 200, West Palm Beach, Florida 33401.

If you have a good faith belief that your copyright has been infringed by any information contained in the Website, please notify the Compliance Administrator. Such notice must contain the following information: a statement that you have a good faith belief that your copyright has been infringed and that the disputed use was not authorized by the copyright owner, the agent of the copyright owner or by operation of law; a description of the copyrighted work that you believe has been infringed; a description of the location of the allegedly infringing material; your



name, address, telephone number and e-mail address; a statement, made under penalty of perjury, that your notice of copyright infringement is accurate and that you are either the copyright owner or you are a person authorized to act on behalf of the copyright owner. The notice must contain the electronic or physical signature of the copyright owner or the person authorized to act on such owner's behalf.

11. DISCLAIMERS, LIMITATION OF LIABILITY AND DISPUTE RESOLUTION

The Website may include faults and errors. It may not be available at all times. CMAX makes no warranties or representations of any kind, expressed, or implied, concerning the Website or the information, services or products available through the Website. CMAX may discontinue or make changes in the Website or its content at any time without prior notice to you and without any liability to you.

CMAX IS NOT LIABLE FOR ANY DAMAGES, INCLUDING GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, LOST PROFITS OR BUSINESS INTERRUPTION, OF ANY KIND RELATING TO YOUR USE OR INABILITY TO USE THE WEBSITE. YOUR SOLE REMEDY FOR DISATISFACTION WITH THE WEBSITE IS TO NOT USE THE WEBSITE. IF YOUR USE OF THE WEBSITE RESULTS IN THE NEED FOR SERVICING OR REPAIR OF YOUR EQUIPMENT OR CORRECTION TO YOUR DATA, YOU WILL BE RESPONSIBLE FOR THE COSTS. IF THE FOREGOING LIMITATION IS INVALID, CMAX'S TOTAL LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

You will notify CMAX in writing of any claim or dispute concerning or relating to the Website and give CMAX a reasonable period of time to address it before bringing any legal action, where such action is brought by you either as an individual, as member or representative or a class or as a private attorney general.

12. CONFIDENTIAL INFORMATION

Confidential Information, as used in the User Agreement, shall include all information relating to Accounts, all information provided through the Website and all information provided to you in response to any request. Confidential Information does not include information that is already in your possession, is generally available to the public (other than as a result of your disclosure) or information that is required to be disclosed by law. You shall use the Confidential Information only in connection with your evaluation for purchase of Accounts sold through the Website. You agree not to disclose any Confidential Information to any third parties other than to your employees, officers and directors (and those of your affiliates) attorneys, accountants and financial advisors, who shall also be bound to the limitations of these provisions. You shall be liable in the event of any violation by any third party to whom you have provided Confidential Information of the restrictions on disclosure and use of Confidential Information contained herein.



After you have elected to purchase an Account, the terms and provisions of the purchase and sale agreement relating to Confidential Information concerning Accounts that you have purchased shall supersede the terms and provisions of the User Agreement, if there is any inconsistency or contradiction between the same.

13. NOTICES

Notices to you shall be given to the e-mail address that you have registered on the Website. Notices by e-mail shall be deemed given as of 5:00 p.m. eastern standard time on the business day following the day of transmission. CMAX may also give you notice by certified mail, postage prepaid and return receipt requested, or by Federal Express or other similar overnight delivery service, to the address that you have registered on the Website. Notice to CMAX shall be given by certified mail, postage prepaid and return receipt requested, or by Federal Express or other similar overnight delivery service, to 1555 Palm Beach Lakes Blvd. Suite 200, West Palm Beach, Florida 33401 Attn: Compliance Department. All notices given by mail shall be deemed to have been given three (3) business days after mailing and all notices delivered by overnight delivery service shall be deemed given when delivered.

14. TERMINATION

The User Agreement may be terminated by CMAX at any time without notice. The sections titled 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive the termination of the User Agreement.

15. GENERAL

The User Agreement shall be governed in all respects by the laws of the State of Florida (without regard to its rules for conflicts of law) and, to the extent applicable, the laws of the United States. If any provision of the User Agreement is held to be unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Failure by CMAX to enforce any of its rights under the User Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever. Headings are for reference purposes only and do not define or describe the content of the section. CMAX's failure to act with respect to you or others does not waive its right to act with respect to subsequent or similar acts. The User Agreement sets forth the entire understanding agreement between you and CMAX regarding the subject matter hereof. The User Agreement may be assigned by CMAX without your prior consent. Notice of an assignment shall be given to you in the manner described in section 14 of the User Agreement. Any controversy or claim, excepting any claim for equitable or injunctive relief, arising out of or relating to this Agreement or its subject matter will be settled by arbitration administered by the American Arbitration Association in Palm Beach County, Florida, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over that award. The arbitration award will be final and binding upon both parties and not subject to appeal in any form. The award will be in writing and signed by the arbitrator(s). The award will include a determination with respect to all of the claims submitted to the arbitrator(s) and all of the



questions submitted to the arbitrator(s) that are necessary in order to determine the controversy. Each party shall pay its own attorneys' fees in connection with any dispute, and the fees of the arbitrator(s) will be divided equally between the parties. In the event this arbitration provision is found to be unenforceable or inapplicable for any reason, then the parties agree jurisdiction for any action or claim arising hereunder shall be exclusively in the state and federal courts of Florida, with venue in Palm Beach County, and each party irrevocably consents to the personal and subject matter jurisdiction of said courts.

16. CONTACT US

You may contact CMAX regarding the User Agreement or the Website by e-mail at compliance@cmxndse.com or by regular mail or overnight delivery at:

C MAX NDSE LLC
1555 Palm Beach Lakes Blvd – Suite 200
West Palm Beach, Florida 33401
Attn: Compliance Administrator
Telephone: (888) 537-8123

PURCHASER'S ELECTRONIC ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BIND PURCHASER TO THE TERMS OF THIS AGREEMENT WITHOUT ANY FURTHER EXECUTION OR DELIVERY OF THIS AGREEMENT.