

Terms Of Use

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Updates/revisions to the Terms of Use

Please review the Terms of Use periodically which may be accessed through the Site. We reserve the right, in our sole discretion, to update or revise the Terms of Use at any time. By using or accessing the Site, you agree that we may modify the Terms of Use or the Site at any time without prior notice. You further agree that we will have no further obligation to notify you of any modifications and, unless where otherwise provided by applicable law, such updates or modifications shall become effective immediately upon the posting thereof and will be indicated by the "last updated" date indicated above. Your continued use of the Site following the posting of updates and/or revisions to the Terms of Use will conclusively indicate and constitute your acceptance of such update and/or the revised Terms of Use. The most current version of the Terms of Use can be accessed at any time by selecting the Terms of Use link on the bottom of the Site.

Security of your username/password

Access to certain areas of the Services ("User Restricted Areas") is enabled only by username and password. You shall maintain your password in strict confidence. In no event shall you share your password with any third party or allow another person to access the User Restricted Areas using your password. You shall immediately notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You shall immediately report any unauthorized or suspicious activity involving your registered account ("User Account"). You are fully and solely responsible for any and all use of the Services using your username and password. We reserve the right to revoke or deactivate your username and password if you violate the Terms of Use.

Content made available on or through the Site and your use of content

A. Description of Content. The Site contains a wide variety of Content (defined below), whether (1) proprietary to New Blueprint Partners and its affiliates, or (2) proprietary to third parties. “Content” includes, but is not limited to text, data, files, documents, software, scripts, layout, design, function and “look and feel,” graphics, images, audio, videos, audiovisual combinations, interactive features and any other materials that you may view, access or download (but only as expressly permitted in paragraph C below) through the Site.

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D. Disclaimer. Your use of the Services is at your sole risk and Content is provided to you on an AS IS and AS AVAILABLE basis. You understand that we do not guarantee the accuracy, safety, integrity or quality of Content and you hereby agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the Content, integrity, and accuracy of such Content. Nothing on the Site should be deemed to constitute a recommendation to purchase, sell or hold, or otherwise to constitute advice regarding, any security. By accessing Content you acknowledge and agree that New Blueprint Partners does not engage in the business of effecting securities transactions or providing investment advice and is not registered with the U.S. securities and exchange commission or any state securities regulator as a broker-dealer or investment adviser and does not conduct any activity that would require such registration.

Non-disclosure and confidentiality

In using the Services, you will have access to confidential information of New Blueprint Partners and its affiliates and their respective clients, borrowers, originators, brokers, licensors and suppliers that may include, but is not limited to the names, business and financial information, business plans, operating agreements, investment memorandums, and customer names of New Blueprint Partners' and its affiliates' clients (collectively, "Confidential Information"). You agree to maintain and safeguard vigilantly the privacy and security of all Confidential Information. Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information including without limitation: (i) to use the Confidential Information only for the purpose for which such Confidential Information was made available to you as a part of the Services (the "Permitted Purpose") and for no other purpose whatsoever; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) not to access the Services or any Confidential Information for any other individual (except to the extent fully disclosed by you to us) or any unauthorized third party; (iv) not to disclose Confidential Information to any third-party except to your attorneys and financial advisors who need to know such information to assist you to carry out the Permitted Purpose (the "Representatives") and which Representatives are bound by a written confidentiality agreement or obligations incorporating disclosure and use provisions no less restrictive with respect to disclosure than those set forth herein; (v) to restrict physical and system access to the equipment which contains Confidential Information or which gives access to the Confidential Information (such as by diligently locking and monitoring office premises and requiring password verification to gain access to desktop computers); and (vi) to use Confidential Information in compliance with all applicable laws. You shall immediately notify, and cooperate fully with us in the event you discover or suspect any unauthorized use of or access to the Services and/or Confidential Information. You hereby agree that you shall be responsible hereunder for any breach or threatened breach by the Representatives of the obligations set forth in this paragraph as if such breach or threatened breach was committed by you. You acknowledge and further agree that all obligations relating to Confidential Information under this User Agreement will continue after termination of this User Agreement and termination of access rights hereunder.

Restrictions on your use of the Services

You agree not to access or use the Services in an unlawful way or for an unlawful or illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state thereof. You shall not post or transmit via the Services (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Services in any manner, including, but through the use of methods such as denial of service attacks, flooding or spamming and you will not transmit, distribute, introduce or otherwise make available in any manner through the Services any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs or other malicious or harmful code (collectively, "Harmful Code"). You shall not use the Services in any manner that could damage, disable or impair our services or networks. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Services.

Trademarks/service marks, logos, slogans and taglines

All trademarks, service marks, logos, slogans and taglines displayed on or through the Services are the property of New Blueprint Partners® or their respective owners and nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on or through the Services without the express written permission of New Blueprint Partners, or such third-party that may own the trademark, service mark, logo, slogan or tagline.

Copyright complaints

If you believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the information in writing as outlined in 17 U.S.C 512(c)(3). Please send notices to:

New Blueprint Partners, LLC
44 South Broadway
White Plains, NY 10601
Attention: Legal Department
(914) 455-0800
info@newblueptrs.com

You acknowledge that if you fail to comply with all of the requirements of 17 U.S.C. 512 (c)(3), your DMCA notice may not be valid.

Disputes

All questions regarding your User Account, the Site or the use of the Content must be directed to info@newblueptrs.com or (914) 455-0800.

Interactions with other Users

You are solely responsible for your interactions with other users of the Site (“Users”) outside of the Site. It is prohibited for Users to contact each other outside of the Site for purposes related to the funding activities on the Site. Consistent with this prohibition, New Blueprint Partners and its affiliates expressly disclaim any responsibility for interactions between Users outside of the Site.

Termination/exclusion

You understand that the Services are provided as a courtesy to you and that we may modify, suspend or terminate all or a portion of the Services at any time in our discretion without prior notice to you. We reserve the right, in our sole discretion, to revoke, terminate or suspend any privileges associated with accessing the Services for any reason or for no reason whatsoever, including improper use of the Services or failure to comply with these Terms of Use, and to take any other action we deem appropriate. You agree that New Blueprint Partners shall not be liable to you or any third party for any termination of your access to the Services. User Account termination may result in the forfeiture and destruction of all information associated with your User Account. If you wish to terminate your User Account, you may do so by contacting us at info@newblueptrs.com. Any fees paid to us are non-refundable, unless otherwise specified and you shall remain obligated to pay all outstanding charges, if any, relating to your use of the Site or Services incurred prior to such termination.

Control of Account

If we, in our reasonable discretion, have determined that any User Account has been established for (or utilized in connection with) the perpetuation of fraud or in any other manner adverse to these Terms of Use, we reserve the right, in our sole discretion, to exercise control over such User Account and take any other action we deem appropriate in order to rescind, unwind or otherwise terminate any related transactions. You agree that New Blueprint Partners shall not be liable to you or any third party in connection with the exercise of control over any such User Account. Exercise of control may result in the forfeiture and destruction of all information associated with and/or assets contained in such User Account.

Your Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to New Blueprint Partners (collectively, “Feedback”) are not confidential and you hereby grant to New Blueprint Partners a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform,

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Your ability to accept this User Agreement

This Site is intended solely for users who are at least 18 years of age or older. By using the Site, you affirm that you are 18 years of age or older and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this User Agreement, and to abide by and comply with this User Agreement.

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You acknowledge and agree that (a) New Blueprint Partners and the individuals and entities that indirectly or directly own and/or control or are employed by New Blueprint Partners, or are under common ownership and/or control with New Blueprint Partners, may lend or invest in transactions described in the Content or may and typically will own an interest in and/or control the special purpose vehicles that issue securities to investors described in the Content and (b) the ownership and control relationships described in clause (a) of this sentence may create conflicts between your interests and those of New Blueprint Partners and/or the parties that own, control or are under common control with or employed by New Blueprint Partners. You agree to review and analyze all opportunities to invest related to New Blueprint Partners, including without limitation by consulting professionals and experts as described in the preceding paragraph, before agreeing to invest. You agree and acknowledge that any resulting transaction creates an arm's length relationship between New Blueprint Partners and you and does not create any fiduciary or agency relationship or obligation on the part of New Blueprint Partners or any individual or entity affiliated with New Blueprint Partners through ownership or control.

Disclaimer of warranty

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Limitation of liability

New Blueprint Partners and its parents, subsidiaries, affiliates, officers, directors, agents or employees are not liable to you or any other person for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on your computer or otherwise) arising from or in connection with your use of the Services, whether under a theory of breach of contract, tort, negligence, strict liability, malpractice, any other legal or equitable theory or otherwise, even if New Blueprint Partners has been advised of the possibility of such damages. You hereby release New Blueprint Partners and hold it and its parents, subsidiaries, affiliates, officers, directors, agents and employees harmless from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or

in any way connected with your use of the Services. You waive the provisions of any state or local law limiting or prohibiting a general release.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. This limitation of liability also applies with respect to damages incurred by you by reason of any products or services sold or provided on any linked sites or otherwise by third parties other than New Blueprint Partners and received through the Services or any linked sites.

Exclusive remedy

Without limiting the limitation of liability above, in the event of any problem with the Services, you agree that your sole and exclusive remedy is to cease using the Services. Under no circumstances shall New Blueprint Partners, its parents, subsidiaries, affiliates, officers, directors, agents or employees be liable in any way for your use of Services, including, but not limited to, any errors or omissions in the Services, any infringement by the Services of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of the Services. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

Indemnification

Without limiting the generality or effect of other provisions of this User Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend New Blueprint Partners and its parents, subsidiaries, affiliates, suppliers, lenders, licensors or service providers and, in each case, their officers, directors, affiliates, subcontractors, agents and employees, lenders, licensors and suppliers and their parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, “Indemnified Parties” and each, individually, an “Indemnified Party”) against all costs, expenses, liabilities and damages (including reasonable attorney’s fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your use of the Services; (ii) your failure to comply with any applicable laws and regulations; and (iii) your breach of any obligations set forth in this User Agreement. You shall not settle any such claim without the written consent of the applicable Indemnified Party.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

This defense and indemnification obligation shall survive this User Agreement and your use of the Service. New Blueprint Partners reserves the right to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Governing law and jurisdiction

This User Agreement shall be governed by the laws of the State of New York without regard to its rules on conflicts or choice of law that would require or permit the application of the laws of any other jurisdiction. By agreeing to these Terms of Use and using the Site and the Services, you agree to submit to personal jurisdiction in New York for all purposes, the exclusive jurisdiction of the New York courts and you agree to waive, to maximum extent permitted by law, any right to a trial by jury for any matter. You and New Blueprint Partners agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this User Agreement. You understand that you may consult with counsel about agreeing to this User Agreement, and you agree that by using the Site, and the Services, you are voluntarily accepting the User Agreement.

Miscellaneous

This User Agreement constitutes the sole agreement between you and New Blueprint Partners for your use and the provision of the Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this User Agreement shall bind either you or New Blueprint Partners. Any of the terms of this User Agreement which are determined to be invalid, unlawful, void, or for any reason unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this User Agreement or affecting the validity or enforceability of this User Agreement as a whole. Failure to insist on performance of any of the terms of this User Agreement will not operate as a waiver of any subsequent default. No waiver by us of any right under this User Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This User Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. A printed version of this User Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Disclaimer

Certain information shown on the website contains "forward-looking" information under applicable laws and otherwise ("forward-looking statements"). Such forward-looking statements may include, without limitation, expectations, projections (including in each case with respect to investment performance and/or investment terms) and anticipated

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