



Financial Network, Inc.



Terms of Service

TLC Financial Network, Inc., a California corporation (“Company” or “we,” or “us,” or “our”) is a real estate brokerage firm licensed by the California Department of Real Estate (“CA DRE”) and TLC Capital Partners Fund I, LLC, a California Limited Liability Company (“Company” or “we,” or “us,” or “our”) is a direct lender licensed by the California Department of Financial Protection and Innovation (“CA DFPI”). By accessing or using our website at www.tlcfinancialnetwork.com (the “Site”), you (“you”, “your” or the “User”) agree that you have read, understand and agree to these Terms of Service (these “Terms”) regardless of whether you have registered as a user.

TLC Capital Partners Fund I, LLC funds loans secured by real estate. Those loans are funded by us and/or our private money investors’ capital. After the loans are funded, we service the loans with the borrowers or outsource the servicing. These Terms govern your access and use of the Site and all content, services and/or products provided through the Site (the “Services”). Please carefully review these Terms before using the Services. If you violate any of these Terms (which include by reference our Privacy Policy) or otherwise violate an agreement between you and us, we may terminate your access and prohibit you from using the Site or the Services at any time in its sole and absolute discretion, with or without notice.

Please note the following:

- The Site is intended to be used only for lawful purposes.
- Please do not use the Site or the Services if you do not agree to these Terms and our Privacy Policy.
- You must confirm that you have read these Terms and agree to be bound by them.
- At various times in the future, we may revise these Terms.
- Any such revised Terms will be posted on the Site and will be effective immediately upon posting.
- If you continue to use the Site after revised Terms are posted, you agree to be bound by the revised Terms.
- If in the future you do not agree to be bound by the revised Terms, you should stop using the Site at that time.

Becoming a Broker:

If you are a CA DRE licensed broker or salesperson who works for a CA DRE licensed broker, or if you are licensed by CA DFPI, we can fund your deals and pay you a commission.

Becoming an Investor (TLC Capital Partners Fund I, LLC):

If you are over the age of 18 and you are an Accredited Investor (as defined below), you are eligible to register to become an investor on the Site. Accredited Investors only pertain to U.S. persons. Foreign investors need not be accredited. An “Accredited Investor” is an investor who has indicated that he or she has a net worth (individually or jointly) of at least \$1,000,000 excluding the value of his or her primary residence or has individual income of at least \$200,000 or has joint income of at least \$300,000 for the past two years and reasonably expects to reach the same income level this year. In the registration process investors will provide their personal and financial information. When registering with us you must: (a) provide true, accurate, current, and complete information about yourself (such information being the “Registration Data”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

Identity Verification. Each investor must verify their identity by providing the requisite information, potentially including: (a) confirmation of an electronic check transaction; (b) a credit report; or (c) other similar information designed to confirm your identity as well as your Accredited Investor status.

Investor Financial Information. Investors must provide the following information:

- Completed Form W-9.

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- **Specific-Qualifications Information.** Investors must provide other information to demonstrate that they meet federal “eligibility requirements” to make certain types of investments. This information might include: net worth, income, and residency information; and all other information that we may request to determine whether an investor is suitable for a certain loan.
- **Accredited Investors Status Verification.** Your status as an Accredited Investor may be verified. In addition to filling out an Accredited Investor questionnaire or similar document required by us, you agree that we may collect additional information in order to meet our responsibility to verify your Accredited Investor status. You agree that we have wide latitude to undertake whatever research process we deem appropriate in order to verify your Accredited Investor status.

User Content:

You are solely responsible for any content (e.g., questions or comments) you submit to the Site (“User Content”). To the extent you submit User Content to the Site, you grant to us and to all other investors a royalty-free, perpetual, irrevocable, non-exclusive, fully paid, and transferable right, and license to use, reproduce, modify, adapt, publish, distribute, translate, communicate to the public, create derivative works from, perform and display such User Content worldwide without restriction or compensation. Any User Content you contribute to the Site becomes public upon your submission of the information. User Content posted to the Site may appear in public search results and may be accessed by everyone on the Internet, which you should take into consideration before submitting User Content to the Site.

User Rights:

If you comply with these Terms, you will have a limited, non-exclusive, non-transferable, and revocable license to access and use the Site, only for its intended purpose. If you comply with these Terms, you shall have a worldwide, royalty-free, non-transferable license to provide a link to the Site if the link is provided for the intended purpose of the Site. Except as allowed specifically, you may not copy, modify, distribute, transmit, display, reproduce, publish, license, transfer or sell any content or any information included on the Site.

Restrictions on Data Collection:

Without our prior written consent, you may not:

- Use any automated means to access the Site or collect any information from the Site (including, without limitation, data mining tools, robots, spiders, scripts or other automatic devices or programs);
- Place pop-up windows over the Site’s pages, or otherwise affect the display of this Site’s pages;
- Engage in the practices of “screen scraping,” “database scraping” or any other activity with the purpose of obtaining content or other information;
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any Company client or third party;
- Use data provided by Company, provided in any manner whatsoever, for any competing uses or purposes; or
- Use the Site in any manner that violates applicable laws or that could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site.

We may terminate, disable, or throttle your access to, or use of, the Site and the Services at any time without notice for any reason, with or without cause at our sole discretion.

User Representations:

You agree that you will not:



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- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with or authority to act on behalf of any person or entity;
- Use or attempt to use another's account, service, or system without authorization from that person and Company, or create a false identity on the Site;
- Upload, post, transmit or otherwise make available any content that we deem to be unlawful, infringing, libelous, inflammatory, hateful, intentionally false, abusive, vulgar, obscene, threatening or harassing, discriminatory or racially, ethnically, or otherwise objectionable;
- Intimidate or harass another User;
- Collect, use, or transfer any personal, private, or confidential information about another person obtained from the Site;
- Infringe on the intellectual property rights of third parties;
- Transmit content that contains software viruses, worms or any other malicious or tracking computer code, files or programs that interrupt, destroy, or limit the functionality of the Site or obtain unauthorized information;
- Undertake actions that interfere with the operations of our Site by, for example, intentionally placing excessive loads on our infrastructure;
- Use data mining tools or similar data gathering or extraction methods to extract data from our Site;
- Use the Site for any unlawful or improper purpose;
- Upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, or promotional materials, or engage in any other form of solicitation;
- Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or
- Make, or attempt, to make an investment on the Site unless you have read and agreed to all the terms of the Company's Offering Materials and/or Investor Disclosures ("Investor Agreement") and all related legal documents and disclosures.

Company Intellectual Property:

The design, features, text, and graphics of the Site are copyrighted 2023 by TLC Financial Network, Inc. and TLC Capital Partners Fund I, LLC, all rights reserved. The images, text, and all elements of the Site are our intellectual property and may not be used without our prior written permission. All third-party product names and company names or logos included on the Site are the property of their respective owners. You may not copy, modify, upload, post, transmit or distribute any material, including code, from the Site except as specifically permitted by these Terms. Unauthorized use constitutes copyright and/or trademark infringement.

You may not use any part of the Site to create a similar or competing Site. Any use of the Site not specifically permitted by these Terms is prohibited and constitutes a breach of these Terms.

Confidentiality:

The Site contains Confidential Information (defined below) about the Company and third parties. We do not allow disclosure of this information to anyone, and we do not permit you to use such information for any purpose other than investing in our offerings or participating in the Services.

Confidential Information:

"Confidential Information" is information that (a) is non-public; or (b) is designated as "confidential" by Company; or (c) is available only to Company clients, or (d) a reasonable client should understand is confidential.

Confidential Information includes non-public information that the Company or its partners or affiliates furnish or otherwise make available to clients with respect to investments offered on the Site, including the Investor Agreement, offering documents, appraisals, reports, insurance policies, forecasts, memos, studies and any other written or electronic materials

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prepared by Company or its partners or affiliates. Further, Confidential Information includes the Investor Agreement, loan terms, borrower names, lender names, property information (including without limitation, addresses of properties), information relating to lenders, partners and third-party business and companies, business or strategic plans, pricing, lease terms, renderings, site plans, pro-formas, loan agreements, purchase and sale agreements, leases, title insurance reports or policies, information on comparable properties, tenant information, vendor names, and customer lists.

Non-disclosure. You agree to not disclose any Confidential Information, and you shall not use such Confidential Information except as specifically permitted by these Terms. You agree to use at least a reasonable standard of care and diligence in safeguarding the Confidential Information.

Non-circumvent. You agree not to contact, either directly or indirectly, any borrower, lender or real estate company associated with a property, loan or loan investment listed on the Site, or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of said parties, unless such contact is made on the Site using the features of the Site, or if the contact is unrelated to any property, loan or loan investment listed on the Site. You further agree not to undertake any transaction or a series of transactions of any kind with any borrower, lender or real estate company associated with a property, loan or loan investment listed on the Site, as it relates to the property, loan or loan investment listed on the Site.

Exceptions. Your obligations in connection with Confidential Information under these Terms does not apply to Confidential Information which you can demonstrate: (i) was discovered or developed by you independently without reliance on the Confidential Information; or (ii) is required to be disclosed by law, provided that you promptly notify us so that we may have an opportunity to obtain relief in connection with such disclosure.

Reservation of Rights. Our intellectual property is protected by U.S. and international copyright and other laws, and we retain all rights with respect to the content on the Site and the Services therein provided. You agree not to publish, copy, display, modify, create derivative works from, or exploit our intellectual property except as specifically permitted herein.

Monitoring:

We are under no obligation to monitor the information contained in or transmitted through the Site. You agree that we may monitor on the Site (a) to comply with applicable laws, regulations, or other government requests; and (b) for such other purposes as we deem appropriate. We reserve the right to modify, reject or eliminate any information contained in or transmitted through the Site that we believe is unacceptable or in violation of these Terms.

Links to Other Sites:

The Site may contain links or other connections to websites operated by third parties. We are not responsible for such websites. Our inclusion of such links should not be construed as an endorsement of the material on such websites. Your use of the Site to link to another site is at your own risk.

Limitation on Liability:

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS, IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR THEIR DIRECTORS, MANAGERS, OFFICERS, STOCKHOLDERS, MEMBERS, PARTNERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICES OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAW OR OTHER LAWS, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, ITS AFFILIATES OR THEIR DIRECTORS, MANAGERS, OFFICERS, STOCKHOLDERS, MEMBERS, PARTNERS, EMPLOYEES OR REPRESENTATIVES, REGARDLESS OF THE CAUSE OF ACTION. CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law; Arbitration:

By visiting or using the Site, you agree that the laws of the State of California, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms. By agreeing to these Terms, you agree to submit to personal jurisdiction in the county nearest Company's principal place of business for all purposes, and you agree to waive, to maximum extent permitted by law, any right to a trial by jury for any matter. Unless otherwise agreed in writing by you and us, any dispute arising out of or relating to these Terms, or any breach thereof, shall be finally resolved by binding arbitration administered by JAMS or by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and final judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language before a single arbitrator in California. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. Notwithstanding the foregoing, either Company or you may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

You agree that you and Company are each waiving the right to a trial by jury or to participate in a class action. This is a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of your account with us. YOU AND COMPANY 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. Additionally, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

You understand that you may consult with counsel about agreeing to arbitration or any other of these Terms, and you agree that by using the Site, and their Services, you have consulted with counsel and are voluntarily accepting these Terms.

Disclaimer:

We do not guarantee the accuracy of any content on the Site that is posted by Users, or content provided by third parties. While we have rules for User conduct and postings, we do not control nor are we responsible for what Users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter on the Site or in connection with any User content or third-party content. We are not responsible for the conduct, whether online or offline, of any User of the Site or the Services. We cannot guarantee nor do we promise any specific results relating to investments or any other part of the Site or the Services.

The Site or the Services may be temporarily unavailable at certain times for repair, maintenance, or other reasons. We assume no responsibility for any interruption, error, omission, deletion or delay in operation or transmission, theft or destruction or unauthorized access to User communications. We are not responsible for any issues or technical malfunction of any telephone or fiber optic or cellular network, computer systems, servers or providers, computer equipment, software, including injury or damage to Users or to any other person's computer related to or resulting from downloading materials in connection with the Site or the Services. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from use of the Site or the Services, or any content on the Site, whether online or offline.



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At any time, with or without notice, we have the right to change any content contained in the Site and any Services offered on the Site. Reference to any third-party company, products or services on the Site do not constitute or imply endorsement or recommendation thereof by Company.

Digital Millennium Copyright Act:

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).

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

Termination:

We may terminate your access to the Site for any reason at any time, with or without notice. We may immediately suspend or terminate your Site account if you abuse or misuse the Site or the Services or engage in behavior that, in our sole and absolute discretion, deem contrary to the purpose of the Site. If you violate any of these Terms, we may immediately terminate your limited license to use the Site.

Customer Communications:

By accepting these Terms, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS and text messages. If an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

Disputes:

You are solely responsible for your interaction with other Users on the Site. While we may monitor claims that involve you and other Users, we have no obligation to become involved. If you become involved in such a dispute, and our provision of the Services is not a substantial factor in creating such dispute, then you release us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or connected with such dispute.

Other Agreements:

In addition to these Terms, you are bound to the terms of each other agreement to which you agree as a user of the Site and the Services, including, without limitation, the terms of the Investor Agreement, the Consent to Electronic Transactions and Disclosures, and your Representations Regarding Use of the Site.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Site and the Services. You agree that we can assign these Terms, in whole or in part, in our sole discretion. You may not assign your rights or obligations under these Terms without written permission from us. If any provision of these Terms is found to be invalid by any court with appropriate jurisdiction, the invalidity of such provision shall not affect the validity of the other provisions of these Terms, which shall remain in full force and effect. If we fail to act with respect to a breach of these Terms, such inaction does not waive our right to act with respect to that breach or subsequent breaches.

Indemnity:

You agree to indemnify and hold Company, its subsidiaries and affiliates, and each of their directors, managers, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, your use of the

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Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms or of any law or the rights of any third party.

Other Matters:

Except as specifically contemplated by these Terms, no representations, statements, consents, waivers or other acts or omissions by us shall be deemed legally binding on us, unless documented in writing. We make no representation that the Site is appropriate or may legally be viewed in the nation, state, or other jurisdiction in which you are located. Access to the Site is prohibited from jurisdictions where the Site, or its content is illegal. You agree that these Terms, as well as any action or proceeding arising out of or in connection with any dispute with us, including without limitation any claim involving us or our affiliates, subsidiaries, employees, members, officers, directors, and agents, shall be governed by and construed in accordance with the laws of the State of California in all matters. Jurisdiction for any claims arising under these Terms shall lie exclusively with the state or federal courts within Oceanside, California.