

SETTLEMENT CLEARING HOUSE, LLC – TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS INCLUDING THE LIMITATION OF LIABILITY, JURISDICTION, VENUE AND GOVERNING LAW PROVISIONS DESCRIBED BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.

Unauthorized Use. You are strictly prohibited from any unauthorized use of the Settlement Clearing House, LLC (“SCH”) website or any of SCH’s systems. You agree that (i) you will not engage in any activities related to this website that are contrary to applicable law, regulation, the SCH Privacy Policy, these terms and conditions or the terms of any agreements with SCH, its affiliates or representatives, by which you are bound; and (ii) in circumstances where access to this website requires identification or a password, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to only authorized individuals. Only such authorized individuals will have access to non-public areas of this website. Any individual who is an “authorized person” with access to non-public areas of this website shall be subject to all agreements with SCH, these terms and conditions and the SCH Privacy Policy including, without limitation, with respect to the collection, use and dissemination of confidential information or personal identifiable information. You will not use any automatic device or manual process to monitor or copy any SCH website page, data or content or for any other unauthorized purpose. You are subject to the SCH Privacy Policy set forth in this website and you should review the same each time you visit this website as it is subject to change.

Copyright Notices. The works of authorship contained in this website including, without limitation, text, designs, images, forms and sound recordings are, except as otherwise expressly indicated, owned by SCH or used by SCH with the permission of the owner. Except as expressly stated in this website, such works of authorship may not be copied, transmitted, displayed, distributed (for compensation or otherwise), licensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without the owner’s prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. §107), as amended, and then only when including notice of the owner’s proprietary rights. Except for any third party exchange data and subject to the SCH Privacy Policy, you may download information or print out a copy for your personal use, so long as you do not remove any copyright or other notice contained in such information or use the information in violation of these Terms of Use or the Privacy Policy.

Trademarks and Trade Names. “Settlement Clearing House” and “Settlement Exchange” together with the Settlement Clearing House logo are the exclusive property of Settlement Clearing House, LLC. Such names and logo may not be used without the express written consent of SCH. Other featured words or symbols used to identify the source of goods or services in this website may be the trademarks of their respective owners.

Legal Entity Disclosure-Hold Harmless. Settlement Exchange is the marketing name for Settlement Clearing House, LLC, its affiliates and independent contractors. SCH may provide services or perform activities through its affiliates; provided, however, that SCH, as a licensed viatical settlement broker, shall perform all licensed services in accordance with applicable law. SCH also provides services through independent representatives including, without limitation, marketing centers, master producers, producers, agents and representatives (“**Third-Party Representatives**”). These Third-Party Representatives are independent contractors and are not employees, partners or joint venturers of or with SCH. SCH makes no representations or warranties regarding Third Party Representatives and is not responsible for any actions, omissions or wrong doing of such Third-Party Representatives. You agree to hold SCH harmless and to waive and release any claims against SCH or its affiliates arising from the actions of Third-Party Representatives.

Use of Communication Services. This website is designed to permit users to upload non-public files and information and to share such information with authorized users of the website for the purpose of carrying out life settlement transactions as contemplated in the website (collectively, “**Communication Services**”). You agree when using the Communication Services, you will do so only in an authorized, proper, lawful manner related to life settlement transactions in accordance with the intent and purposes of this website. By way example and not as a limitation, you agree that when using this Communication Service, you will not:

- Upload files that contain viruses, corrupted files, or any other similar software programs that may damage the operation of this website or another’s computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless the Communication Service specifically allows such messages.
- Download any file posted by another user of the Communication Service that you know, or reasonably should know, cannot be distributed or disseminated except in a manner that violates applicable law, these terms and conditions, the SCH Privacy Policy or any agreement with SCH.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software, works of authorship or other material contained in this website or in any file that is uploaded to this website.
- Restrict or inhibit any other user from using or enjoying the Communication Service.
- Violate any applicable law, these terms and conditions, the SCH Privacy Policy or any agreement you have with SCH.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or publicity) of others.

Termination of Communication Services. SCH reserves the right to terminate your access to any or all of the Communication Services at any time with or without notice for any reason whatsoever.

Potential Disruption of Website. You are responsible for obtaining and maintaining all computer hardware, software, connectivity and other equipment needed to access and use this website. Access to the SCH website may from time to time be unavailable, delayed, limited or slowed by reasons which may be within or beyond SCH’s control, including, without limitation, hardware failure, software failure, overload of system capacities, acts of God, interruption of power supplies, labor strikes, governmental intervention, acts of terrorism, routine maintenance, software and security updates or other causes, whether similar or dissimilar to any of the foregoing. In these cases, you may be unable to transact business on this website or do so in a timely manner. If your operations are dependent on this website and such communications are disrupted or delayed, you may suffer losses as a result. SCH makes no representations and warranties as to the availability of this website or disruptions thereto and will not be liable for any losses you incur as a result, directly or indirectly, of such disruption.

Third-Party Content. SCH does not control or endorse the content or information uploaded by any third party through the Communication Services and therefore, SCH specifically disclaims any liability with respect to, and you agree to hold SCH harmless for, any damages or losses resulting from such third-party content.

LIMITATION ON LIABILITY. SCH, ITS AFFILIATES AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THIS WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND. SCH AND ITS AFFILIATES AND REPRESENTATIVES HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-FRINGEMENT.

SCH WILL NOT BE LIABLE FOR ANY ACTS, OMISSIONS OR WRONG DOING BY THIRD PARTIES. UNDER NO CIRCUMSTANCE WILL SCH BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITIES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, ARISING OUT OF OR RELATED TO THE USE OF THIS WEBSITE, REGARDLESS OF WHETHER SCH HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SCH WEBSITE, THESE TERMS OF USE OR SCH'S PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

YOU AGREE THAT NO JOINT VENTURE, PARTNERSHIP, EMPLOYMENT OR AGENCY RELATIONSHIP EXISTS BETWEEN YOU AND SCH AS A RESULT OF THIS AGREEMENT OR YOUR USE OF THE SCH WEBSITE.

Enforceability and Governing Law. These terms and conditions shall be governed by the substantive and procedural laws of the Commonwealth of Pennsylvania and shall, in all respects, be severable. Should any term or provision be deemed unlawful or unenforceable, such term or provision shall be revised as necessary to make such provision lawful and enforceable or, if such revision is impossible, the term or provision shall be deemed deleted from these terms and conditions. Any action, claim or proceeding against SCH relating to these terms and conditions must be brought by you in the state court in the Commonwealth of Pennsylvania, Montgomery County, or the federal court located in the Eastern District of Pennsylvania. You consent to this jurisdiction and venue and waive any objection to such jurisdiction and venue, including as to an inconvenient forum.

Changes In This Privacy Policy. SCH may update these terms and conditions from time to time without advance notice to you and SCH recommends you review this statement each time you visit this website.

Contact Information. Should you have any questions or comments regarding these terms and conditions, please forward the same to: Settlement Clearing House, LLC, 803 East Willow Grove Avenue, Wyndmoor, Pennsylvania 19038, brient@schnetwork.com.