

## **TERMS OF USE**

**www.hofinet.net**

**Effective as of August 18, 2009**

The following terms constitute an agreement between you, Housing Finance Information Network, Inc. (HoFiNet) and the operator of this website (the "Site"). HoFiNet and site operator are collectively referred to herein as "we" or "us". The terms of use, as they may be amended from time to time (the "Terms of Use"), govern your use of the Site. When we use the term "Site" below, we also mean the "Content" (as defined below), unless the content makes clear otherwise.

BY USING OR ACCESSING THE SITE, YOU SIGNIFY THAT YOU AGREE TO THE TERMS OF USE, including that you agree to transact with us electronically and that you consent to the information practices disclosed in our Privacy Policy. If you do not agree to the Terms of Use, you should not use the Site. Please note that we offer the Site "AS IS" and without warranties of any kind, express or implied.

### **I. About the Site**

The Site contains a range of materials, media, publications, information, products and services relating to housing finance and associated matters (collectively, the "Content") that we have authorized or developed or that was submitted by third parties, including Site users and members. Content submitted by third parties may not be reviewed or verified by us, and we are not responsible for the substance or accuracy of such Content.

### **II. License and Restrictions on Use**

HoFiNet grants you a limited, non-exclusive, non-assignable and non-transferable license to use this Site for your personal and noncommercial purpose, and solely on terms consistent with the Terms of Use. You are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, trade secret or other proprietary right of HoFiNet or any third party.

Unless you obtain a prior written permission from HoFiNet you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, use any data mining technology, robots or similar data gathering and extraction methods, transfer or sell any information or the Content, or any software, data, products or services obtained from or available as part of or in conjunction with this Site. You may not develop or derive for commercial sale any data in machine-readable or other form that incorporates or uses any part of the Site. You may not transfer to or store any data residing or exchanged over the Site in any electronic network for use by more than one user unless you obtain prior

written permission from HoFiNet. You may not use any Content for commercial purposes or incorporate any Content into any of your materials without the prior express written consent of HoFiNet.

Any unauthorized use of or access to our Site is prohibited and will terminate any permission or license granted to use the Site.

### **III. Registration; Membership; Premium Content**

#### **Registration**

To access and use the Site, you may be required to register on the Site (whether for initial access or to become a Premium Member (as defined below)). When you register, you agree to:

- Provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address); and
- To maintain and update your information (including your email address) to keep it true, accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate your use of the Site.

As part of the registration process, you will be required to provide some basic information to us, such as a user name, your email address, organizational affiliation and a password. You agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by updating your account information by logging in. YOU ALONE ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR LOGIN INFORMATION AND RESPONSIBLE FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. Please see HoFiNet's Privacy Policy for further details regarding our policies and practices relating to your personal and account information.

#### **Membership**

Use of the Site may require basic registration which will allow use of certain portions of the Site. In addition, HoFiNet may make specific portions or sections of the Site only accessible to those who pay a membership fee. Requirements to become a premium member of the Site may be established by HoFiNet from time to time and set forth in these Terms of Use, on the Site or as otherwise determined by HoFiNet.

A HoFiNet premium member ("Premium Member") pays membership fees to access the Premium Content (as defined below) found on the Site. Premium Content is accessible only by Premium Members

on terms consistent with these Terms of Use and only after receipt of premium membership fees. The Premium Content will vary from time to time and may include information and rights not available to other users.

The Premium Content and premium membership fees are subject to change at any time with or without notification to the Premium Members, but users will not be charged any increased membership fees without prior notification from HoFiNet. Premium Members may terminate their premium membership at any time, for any reason, by contacting Customer Service. Cancelling premium membership does not entitle a Premium Member to any refund of fees.

### **Premium Content**

Content found under or by way of the members' portion of the Site including, without limitation, all Content included in the "HoFiNet Premium Reports" and HoFiNet "Research Center" that is intended to be directed at organizations and governments (collectively, the "Premium Content") is accessible only to Premium Members. Premium Content may be used or relied upon for internal business purposes, but not for commercial re-sale or any other similar purposes. You hereby represent and warrant that (i) by using the Premium Content, you are using it solely for your own internal business purposes; (ii) you will not use the Premium Content for commercial purposes; and (iii) you will not aggregate, distribute, redistribute or otherwise transmit the Premium Content to any other individual or entity (except as expressly set forth in the next sentence). Subject to all other applicable provisions of these Terms of Use, Premium Members shall have the sole and limited right to use Premium Content in developing reports, papers, presentations, summaries, request for proposals and other similar purposes solely for educational or research purposes or solely for incorporation into materials to be sent to a customer or prospective customer (provided such materials are not sold to customers and are subject to restriction prohibiting customers from redistributing the Premium Content and otherwise using such Premium Content in violation of these Terms of Use after delivery to such customers). In the event you are authorized to use the Content or Premium Content as set forth in these Terms of Use, you shall at all times conspicuously attribute such Content or Premium Content to HoFiNet and provide a link to the Site.

### **IV. Making Purchases**

If you wish to purchase products or services offered on the Site (e.g., become a Premium Member) you will be asked by HoFiNet (or, if you are purchasing the product through a co-branded area of the Site, by the provider of the product or service) to supply certain information applicable to your purchase, including, without limitation, credit card and other information. You understand that any such information will be treated by HoFiNet in the manner described in our Privacy Policy. You agree that all information that you provide to HoFiNet will be accurate and complete. You agree to pay all charges incurred by you or any

users of your account at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Descriptions or images of, or references to, products or services on the Site do not imply HoFiNet's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions, images or references, or to limit the order quantity on any product or service and/or refuse a sale or service to you. The information you supply to us may need to be verified prior to our acceptance of any order. Price and availability of any product or service are subject to change without notice.

## **V. Your Personal Information**

The Privacy Policy explains the information, policy and practices that apply to the personal information we have about you. You consent to the transfer of this information to and within the United States or other countries for processing and storage by us.

## **VI. Responsibilities**

### **User Responsibilities**

You may use the Site for lawful purposes only. You must comply with the Posting Guidelines set forth in Article XIII below and all other Terms of Use and other applicable guidelines of HoFiNet. You may not use any of the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site. We may take any legal and technical remedies to prevent the violation of this provision and to enforce the Terms of Use.

While using the Site, you agree to:

- Take responsibility for all actions that occur under your account or password, including any Postings transmitted or broadcast from your account;
- Maintain the confidentiality of your password and login identity;
- Comply with all applicable laws, including intellectual property laws, in the use of the Site and in making your personal profile;
- Provide only accurate and appropriate personal information about yourself; and
- Keep your personal information posted on the Site within the convention of good taste. If inappropriate material is brought to our attention, we will revise or delete the inappropriate information at our discretion and with no notice to you. We have the right to request edits or make edits to your personal information at our discretion.

While using the Site, you agree NOT to:

- Use your access to the Site for any commercial redistribution purpose without prior written permission from us;
- Post your email address anywhere on the Site, including your member profile on any message posts (this protects your privacy and the potential misuse of your personal information by others for mischievous purposes);
- Republish Content found on the Site without first obtaining written permission from us;
- Post or forward any confidential correspondence from HoFiNet;
- Remove any copyright, trademark, or other proprietary rights notices contained on the Site;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site;
- Harvest or collect information about Site visitors or members without their express consent; and
- Transmit
  - Any Content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or that infringes on our or any third-party's intellectual property or other rights. In the event you do, we have the right to release your identifying information to the police, our attorneys or the individual you mentioned in your posting so that they may take action against you;
  - Any trade secret of any third party;
  - Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding; or
  - Any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive code or component.

## **Our Responsibilities**

We have the right, but not the obligation, to monitor any activity or Content associated with the Site. We may investigate any reported violation of the Terms of Use or complaints and we may take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, and/or removal of such information or Content from Site. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect our systems and users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, user profile information (e.g., name, e-mail address, etc.), IP addresses and traffic information, usage history, and Content. Our right to disclose any such information shall govern over any terms of our Privacy Policy.

HoFiNet reserves the right to modify, suspend or terminate access to the Site at any time without notice

or refund if you are suspected of violating any of the Terms of Use. We also reserve the right, on occasion, to require you to change your login and password.

## **VII. Changes to the Content**

We may from time to time change the Content, including, but not limited, to adding new services, substitute a new service for an existing service, or discontinue an existing service. The changes to the Content are governed by the Terms of Use.

## **VIII. Changes to the Terms of Use**

The Terms of Use govern your relationship with us and our licensors. Please note that we may change the Terms of Use at any time to reflect changes in the applicable laws, to address new Content, to account for changing of new technologies, or as we otherwise deem appropriate, by posting a revised version of the Terms of Use on the Site. If you disagree with any changes to the Terms of Use, you may discontinue your use of the Site. Your ongoing use of any of the Site after the changes are posted signifies your agreement to the new or changed terms. We encourage you to review the Terms of Use regularly.

## **IX. Links to Other Sites**

The Site may include links to other websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only and do not mean that we endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other sites.

## **X. Additional Terms**

Certain services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular service and supplement the Terms of Use. If you choose to access any such service, you will be presented with any such additional terms and conditions at that time. By using those services, you agree to comply with such additional terms.

## **XI. No Spam**

You may not use contact information provided by our users, or harvest information about our users, for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as SPAM or SPIM. We may terminate your access to the Site immediately and take other legal action if you violate these provisions.

## **XII. Content You Post**

The Site includes a discussion board and other forums where users can post or share messages, images, ratings and other information (collectively “Postings”), that can be accessed and viewed by others. You are solely responsible for your Postings. When you submit Postings keep in mind that they are not confidential. Please be thoughtful with your Postings, and avoid offending others or infringing their rights. You may not submit Postings that violate the Terms of Use, and we reserve the right to block your ability to post and/or to access the Site if you do.

You (or the author) continue to own the copyright in your Postings but, by submitting Postings to the Site, you grant us an irrevocable, perpetual, worldwide, fully paid up, royalty-free right and license to use, copy, display, perform, distribute (through multiple tiers of distributors), adapt, translate, edit, sublicense (through multiple tiers of sublicensees) and promote your Postings in any medium and any manner we choose and for whatever purposes (including commercial purposes), and to use your user name to attribute your postings to you if we so choose. You represent that you have the right and authority to make all Posting and grant the licenses herein.

We have no obligation to prescreen Postings, and are not responsible for their content. We encourage you to notify us of inappropriate or illegal content by using the contact information on the About Us page. Keep in mind that the Postings of others are simply their opinions and you should not rely on them.

In addition to Postings, you may submit feedback to us. We welcome your feedback regarding the Site. You agree that we may use in any manner and without limitation all comments, suggestions, complaints and other feedback you provide relating to the Content, and that we will own all intellectual property that we create based upon or incorporating your feedback.

## **XIII. Posting Guidelines**

These guidelines apply to all content you post to the Site, including text, links, photos and videos. To help create a positive environment, follow the guidelines below. Be sure to check periodically for updates to these guidelines as our community expands.

### **Do:**

- Remember you’re in public — the information you post in bulletin boards can be seen by others.
- Respect others' opinions — if necessary, agree to disagree.
- Behave ethically.
- Stay on topic.
- Use good judgment — and good taste.

- Focus on the facts.
- Be fair and informative — include both the pluses and minuses.

**Don't:**

- Harass, verbally attack or threaten others.
- Pretend to be someone you are not or claim false credentials.
- Post or link to content that is obscene or otherwise objectionable.
- Use the community for any commercial or advertising purposes.
- Post securities information or advice.
- Post content that isn't yours — whether copyrighted or someone's personal material.
- Believe everything you read — postings may be inaccurate.
- Engage in, link to, or promote illegal activities or content.
- Post personal information about someone else unless it's OK with them.
- Get into revert and edit battles on Site pages.
- Disclose the confidential information of others without their consent.

Content posted by users is not verified or fact-checked by us. We do not edit user-provided Content, but we retain the right to remove any Content that we deem inappropriate.

#### **XIV. Submissions**

The Site may permit you to submit your original articles, essays, information, materials and other such works that relate to certain subject matter, topics of interest or themes ("Topic Submissions"). Unless otherwise set forth on the Site, you continue to own the copyright in your Topic Submissions but, by providing such Topic Submissions to us through the Site or otherwise transmitting such Topic Submissions to HoFiNet (whether electronically, in print or otherwise), you grant us the right to, and to permit third parties to, use, copy, display, perform, distribute (through multiple tiers of distributors), adapt, translate, edit, and promote your Topic Submission or any portion thereof in any medium and any manner we choose, including without limitation, through display on the Site, and to use your user name to attribute your Topic Submissions to you if we so choose. We are not obligated to publish any Topic Submission and all decisions regarding publication shall be at our sole discretion. HoFiNet may enter into agreements with certain individual subject matter editors who submit Topic Submissions or Content to the Site. In such event the terms of such specific agreements shall supplement, and solely where applicable and as specifically noted, supersede the provisions of these Terms of Use.

The Site may also permit you to submit data, information, facts, material, compilations, or other Content that may be country or region specific ("Country-Specific Submissions" and collectively with the Topic

Submissions, the “Submissions”). By providing such Country-Specific Submissions to us through the Site or otherwise transmitting such Country-Specific Submissions to HoFiNet (whether electronically, in print or otherwise), you acknowledge that all Country-Specific Submissions shall be deemed “works made for hire” prepared for and owned by HoFiNet, within the meaning of the copyright laws of the United States and any similar laws of other jurisdictions. Regardless of whether such Submissions are deemed to be “works made for hire” under applicable law, you agree to, and do hereby, irrevocably assign to HoFiNet or its designee, to the extent not already vested in HoFiNet, (1) all of your right, title and interest in and to such Country-Specific Submissions, including any trade secret rights, copyrights, mask work rights and all other intellectual property rights therein under laws now or hereafter in effect; (2) all claims, demands and causes of action arising out of or relating to infringement of such Country-Specific Submissions; (3) the right to apply for and obtain copyrights and other intellectual property protection for such Country-Specific Submissions. You agree to promptly and fully communicate in writing to HoFiNet any and all Country-Specific Submissions. You agree to execute applications, assignments and all such documents and instruments, and take such other actions considered advisable by HoFiNet or its counsel, to convey to HoFiNet, apply for, prosecute, maintain, perfect, effect, enforce or defend copyright registrations or other intellectual property protection for, or otherwise protect, any Submissions to which the Company has rights under this Agreement in the United States, other countries, or both, as HoFiNet may deem advisable. HoFiNet may enter into agreements with certain individual country editors who submit Country-Specific Submissions or Content to the Site. In such event the terms of such specific agreements shall supplement, and solely where applicable and as specifically noted, supersede the provisions of these Terms of Use.

By providing any Submission through the Site, you represent, warrant and covenant that (a) you have and shall continue to have full and sufficient rights to grant the rights in the Submissions granted under this Agreement, and (b) the Submissions are original works of yours, and our use of the Submissions does not and will not infringe the copyright or other intellectual property rights of any third party or otherwise conflict with the rights of any third party.

#### **XV. Your Use of Content**

All of the Content (other than Postings) available on or through the Site is owned by us, our licensors, and our contributors, and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties, and also may have security components that protect digital information.

#### **XVI. Linking to this Site**

You generally do not need to obtain permission from us to put a text link on your site that links back to the Site. You must notify us of any links you create to the Site and we reserve the right to revoke permission

to the link at any time. If we revoke such consent, you agree to immediately remove and disable any and all of your links to the Site. You shall include all appropriate attributions in connection with all links to the Site and shall not use any link in a manner that is likely to create confusion as to the source of Content.

#### **XVII. International Use**

If you access the Site from a location outside the U.S., you may be subject to additional requirements from your jurisdiction. You are responsible for complying with the laws of your jurisdiction that are applicable to your use of the Site.

#### **XVIII. We Make No Warranties; Disclaimer**

THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR LICENSORS HEREBY DISCLAIM ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT MAY VARY BY JURISDICTION. YOU HAVE THE SOLE RESPONSIBILITY FOR VERIFYING THE COMPLETENESS AND ACCURACY OF ALL CONTENT MADE AVAILABLE ON THE SITE. WE DO NOT, AND OUR LICENSORS DO NOT, WARRANT THAT USE OF THE SITE WILL BE ERROR FREE. INFORMATION, DATA, ADVICE AND OPINIONS MADE AVAILABLE ON THE SITE ARE INTENDED AS A REFERENCE AND FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE RELIED UPON. YOU OUGHT TO CONSULT WITH YOUR ATTORNEY, ACCOUNTANT OR OTHER BUSINESS ADVISOR FOR ADVICE SPECIFIC TO YOUR BUSINESS.

#### **XIX. Limitation of Liability**

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US OR OUR LICENSORS IS TO TERMINATE YOUR USE OF THE SITE. IN NO EVENT SHALL WE OR OUR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE INCURRED OR SUFFERED WHICH IS CLAIMED TO HAVE RESULTED FROM USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY FAULT, ERROR, OMISSION, INTERRUPTION OR DELAY WITH RESPECT THERETO. USE OF THE SITE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL HoFiNet OR ITS AFFILIATES, OR ANY LICENSOR, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT HoFiNet IS NOT LIABLE FOR YOUR CONDUCT.

## **XX. Termination**

We may terminate and/or suspend your use of the Site immediately, without notice, if there has been a violation of the Terms of Use or other policies and terms posted on the Site. Upon termination, any data, information or postings you have stored on the Site may be unavailable to you. We reserve the right to erase or destroy such data, information or posting, unless we are required to retain it by law.

## **XXI. Indemnification**

You agree to indemnify, defend and hold HoFiNet, its affiliates, directors, officers, employees, agents and representatives harmless from all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to (either directly or indirectly) (a) your (or anyone using your account's) use of and access to the Site; (b) any alleged or actual breach of the Terms of Use; (c) any allegation that any materials that you submit to us or transmit to the Site infringe or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property rights, or other rights, of any third party; and (d) any claim that your (or anyone using your account's) Postings caused damage to a third party. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **XXII. Electronic Contracting and Notices**

Your affirmative act of using any of the Site and/or accessing or registering for the Site constitutes your electronic signature to the Terms of Use and your consent to enter into agreements with us electronically. You also agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Site (collectively, "Notices"). We can send you Notices (1) to the e-mail address that you provided to us, or (2) by posting the Notice through the Site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the Site. You can retrieve an electronic copy and a printable version of the Terms of Use by clicking on the "Terms of Use" link on the Site. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

## **XXIII. Licensor Rights**

You acknowledge that the provisions of the Terms of Use are intended to inure to the benefit of our licensors. If you breach any of the Terms of Use, the applicable licensor will be entitled to enforce the Terms of Use directly against you, whether in the licensor's name or our name.

#### **XXIV. Entire Agreement**

This contract and any supplemental terms, policies, rules and guidelines posted on the Site, including, without limitation, the Privacy Policy, constitute the entire agreement between you and us, and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### **XXV. Choice of Law and Location for Resolving Disputes**

The Terms of Use will be interpreted and enforced in accordance with the laws of the District of Columbia, United States of America. Any action by HoFiNet to enforce the Terms of Use may be brought in the federal courts located in Washington, D.C. or the courts of any other appropriate jurisdiction selected by HoFiNet. Any action by you to enforce the Terms of Use shall be brought in the federal courts located in Washington, D.C.

#### **XXVI. Assignment**

We may assign this contract at any time to any entity. We will post a notice on the Site regarding any change of ownership so that you have the opportunity to discontinue your use of the Site if you do not wish to continue to use the Site under the new ownership. You may not assign this contract to anyone else.

#### **XXVII. No Agency**

Nothing in the Terms of Use will be construed to make us and our licensors, partners, or affiliates, on the one hand, and you, on the other hand, an agent, employee, joint venturer, partner, franchisee-franchisor, or legal representative of the other. No party will have or represent itself to have any authority to bind the other to any obligation.

#### **XXVIII. Procedures for Making Claims of Copyright Infringement**

We respect the intellectual property of others, and we ask those posting to this Site to do the same. If you believe that your copyrighted work has been copied and is accessible on this Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information:

1. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.

2. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
3. Identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published.
4. Identification of the URL or other specific location on this Site where the material that you claim is infringing is located; you must include enough information to allow us to locate the material.
5. Your name, address, telephone number, and email address so that we may contact you.
6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
7. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement on this Site can be reached as follows:

Marja Hoek-Smit, Program Manager  
HoFiNet  
1462 SH-DH Wharton School  
University of Pennsylvania  
Philadelphia, PA19104-6302  
USA

If you believe that any Content has been taken down improperly, you may provide counter-notification in writing to our designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which HoFiNet

may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### **XXIX. No Endorsement**

The views and opinions on the Site are not necessarily those of HoFiNet or any of HoFiNet's licensors, partners or affiliates.

#### **XXX. Copyright and Trademark Notices**

The copyright of all Content and graphics on this Site is owned by HoFiNet and its Licensors, partners and affiliates, and the related logos are trademarks and registered trademarks of HoFiNet and its licensors, partners and affiliates. Other products and company names mentioned herein may be the trademarks or tradenames of their respective owners. All copyrighted and copyrightable materials on this Site, including, without limitation, the HoFiNet logo, design, text, graphics, pictures, sound files and other files, and the selection and arrangement thereof are ALL RIGHTS RESERVED Copyright © 2009 Housing Finance Information Network, Inc., and/or its licensors, partners and affiliates. Except as stated in the Terms of Use or an incorporated agreement, none of the foregoing may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of HoFiNet or the respective copyright owner.

You may not frame or use framing techniques to enclose, any HoFiNet trademark, logo or other proprietary information or Content (including the images found at this Site, the content of any text or the layout/design of any Web page or form contained on a Web page) without HoFiNet's express written consent. Further, you may not use any metatags or any other "hidden text" utilizing a HoFiNet name, trademark, or product name without HoFiNet's express written consent.

#### **XXXI. Eligibility**

You must be 18 years of age or older to visit or use the Site in any manner. By visiting the Site or accepting the Terms of Use, you represent and warrant to HoFiNet that you are 18 years of age or older, and that you have the right, authority and capacity to agree to and abide by the Terms of Use.