



Finance Georgia

Finance Georgia Terms of Use Agreement

Updated: *November 15, 2013*

Finance Georgia, Inc., a Georgia corporation (together with its subsidiary companies, officers, directors, agents, employees, partners and their respective affiliates, collectively, "Finance Georgia") is an online website, forum, platform, and marketplace facilitating financial growth and development. Finance Georgia accomplishes this objective by connecting individual and institutional investors directly with the businesses that need their investments the most to finance growth in the small business sector.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING AND USING THIS WEB SITE, YOU AGREE TO BE BOUND BY ALL TERMS OF USE DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. ANY USE OF THIS WEBSITE CREATES A LEGAL AND BINDING AGREEMENT TO COMPLY WITH ALL TERMS AND CONDITIONS. EXIT AND DO NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS.

These Terms of Use ("Agreement") constitutes a legally binding contract between you ("you") and Finance Georgia and governs your use of the Finance Georgia Website, located at www.financegeorgia.com (the "Website"). By using the Website, you agree to be bound by this Agreement, whether or not you become a member or a user on the site as a Fundraiser ("Fundraiser"), a Investor ("Investor") who makes an investment ("Investment") in any offering put forth by a Fundraiser or Finance Georgia, or participate in Finance Georgia's services (the "Services") in any way, or the services of any companies owned by Finance Georgia, or otherwise use the Website (in each such capacity, a "User"). By accessing, browsing, and/or using the Website, you acknowledge that you have read and agree to be bound to the terms of this Agreement, and to comply with all applicable laws and regulations. All Users and Investors must meet the financial suitability requirements set forth and defined in the Financial Suitability agreement that is available on the Website. If you wish to become a User, participate in the Services or otherwise become a User of the Website, you must read and agree to all of the terms and conditions in this Agreement, the Privacy Policy, and the Financial Suitability, which are applicable to Fundraisers and Investors, and are located on the Website. If you do not agree with all of the terms of this Agreement, the Financial Suitability, and/or the Privacy Policy, you are not eligible to participate in the Services or use this Website. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Finance Georgia, or its subsidiaries or affiliates, for the Services or otherwise. If you are using the Website on behalf of any entity, you represent and warrant that you are authorized to accept this Agreement on such entity's behalf, and that such entity agrees to indemnify you and Finance Georgia for violations of this Agreement.

This Agreement supersedes any previous Agreement to which you and Finance Georgia may have been bound regarding the use of the Website. This Agreement may be modified by Finance Georgia in its sole discretion at any time and such modifications shall automatically become part of this Agreement and shall be effective once posted by Finance Georgia on the Website. Your continued use of the Website will be subject to any such modifications, and your continued use of the Website after any changes to this Agreement constitutes your agreement to accept any such changes. You should review the Website and this Agreement from time to time for any modifications. If you do not agree with the modifications, you must stop using or accessing the Website. Finance Georgia may terminate, suspend, change, or restrict access to all or any part of this Website without notice or liability.

This Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.



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1. Participation in the Services

Finance Georgia owns and manages the Website, which allows Fundraisers and Rebirth to raise funds from Investors through private websites created by the Fundraisers. Investors may choose to invest in the offerings provided by Fundraisers. Users are in no way obligated to become a Fundraiser or an Investor. Offerings are considered high-risk and the Financial Suitability and Private Placement Memorandum documents govern all participation in the Services. Please refer to these agreements. By participating in the Services through the Website, you agree to be bound by and accept the Financial Suitability agreement. The Financial Suitability agreement is subject to change without prior notice at any time, in Finance Georgia's sole discretion so you should review it often.

Users, Investors, and Fundraisers of Finance Georgia must be Georgia residents that are 18 years of age or older. Users and Investors that qualify as "Sophisticated Investors" or "Accredited Investors" must also qualify under Regulation D of the Securities Act. An "Accredited Investor" is generally an individual: (a) whose net worth (including the net worth of a spouse) exceeds \$1,000,000, exclusive of home, furnishings and automobiles; or (b) whose annual income exceeded \$200,000 (or joint income with spouse exceeded \$300,000) for each of the past two calendar years and who has a reasonable expectation of achieving the required income level in the current year. Certain entities such as corporations, partnerships and employee benefit plans are considered to be Accredited Investors if the entity was not formed for the purpose of making the specific investment and if the entity has net assets of at least \$5,000,000 or if each of the owners of the entity would individually qualify as an Accredited Investor. You represent and warrant that you satisfy the above qualifications as a "Sophisticated Investor" or "Accredited Investor."

Finance Georgia may charge Users facilitation fees for any transfer of funds on the Website or within Finance Georgia. In the event that Finance Georgia connects a Fundraiser with a business, corporation, non-profit, or financial institution, or any other funder ("Third-Party-Investor"), and the Fundraiser accepts an investment or issues any debt or equity note to Third-Party-Investor, Fundraiser agrees to pay Finance Georgia 3% of the total investment amount, debt note issued, or equity note transferred. The 3% Financial remuneration must be made by the Fundraiser within 30 days of any legally binding document or contract entered into between Fundraiser and Third-Party-Investor, by check or ACH payment.

2. Proprietary Rights

"Finance Georgia" and the "Finance Georgia" logo are trademarks and service marks of Finance Georgia. Finance Georgia or its licensors own and retain all proprietary rights in the Services, the Website and all material and information posted thereon ("Content"). The Website contains copyrighted material, trademarks and other proprietary information of Finance Georgia and its licensors. You may display and print limited copies of the Content for your personal, non-commercial use in connection with your participation in the Services (except as provided herein), but you may not modify, publish, distribute, display or sell any Content or other such proprietary information, or otherwise copy or transmit any Content or other such proprietary information. In addition, to the extent you receive information from Finance Georgia, Users, Fundraisers, or other Investors with respect to any Investment activity on the Website, you may not further disclose or otherwise provide such information to another party in any way that allows a personal identification of such Fundraiser, User, or Investor.

If you post any messages or other information on the Website, you agree that such messages and information shall be considered Content, and you agree to grant, and shall be deemed to have automatically granted to



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Finance Georgia an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to: (a) use, copy, perform, display and distribute such information and content; (b) modify, alter, prepare derivative works of, and/or incorporate into other works, such information and Content; and (c) grant and authorize sublicenses of the foregoing. You represent and warrant that you have the right, power and authority to grant the foregoing license.

To the extent you upload or post any photographs or videos of yourself or your company on the Website, or link any photographs or videos of yourself or your company to the Website, you agree that such materials shall be considered Content for the purposes of the foregoing license grant, and you agree to release, discharge and hold harmless Finance Georgia from any and all claims or liability, whether known or unknown, including any and all claims in connection with the publication, production, processing, distribution or exploitation of such Content, including any claims of infringement of any rights of publicity or rights of privacy.

You acknowledge, consent and agree that Finance Georgia may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and submitted Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of Finance Georgia, its users, or the public.

3. Acceptable Use

The Website is for use in connection with the Services and may not be used by you in connection with any other endeavors. Your use of the Website shall be in strict compliance with this Agreement and all other procedures and guidelines set forth on the Website and applicable law. You may not transmit any chain letters or junk email to any User or any other Person. General solicitation is not allowed. Illegal and/or unauthorized uses of the Website, including collecting the name, email address or any other personal or confidential information of any User by electronic or other means for any reason, including, without limitation, the purpose of sending unsolicited email and unauthorized framing of or linking to the Website, will be investigated and appropriate legal action will be taken, including, without limitation, civil, criminal and injunctive redress.

Finance Georgia is not obligated to monitor the conduct of any User on or off the Website. It is a violation of this Agreement to use the Website or any information obtained from the Website in order to harass, abuse, or harm another person. In order to protect its Users from this or other misuse, Finance Georgia reserves the right to remove or alter Content at Finance Georgia's sole discretion and restrict the number of emails or messages that a User may send to others through the Website in any period to a number that Finance Georgia deems appropriate, in Finance Georgia's sole and absolute discretion.

The Website includes features and functionality whereby a User may post and transmit information, images and other materials. All such information, images and materials, whether publicly posted or publicly or privately transmitted, are the sole responsibility of the User who originates such content (including Investment request content and business documentation). Finance Georgia assumes no obligation to monitor or control such posted or transmitted Content and cannot take responsibility for such Content posted or transmitted by a User. However, Finance Georgia reserves the right at all times (but will not have an obligation) to remove or refuse to post or distribute any Content, and to restrict, suspend or terminate the participation of any User or any lending team from the Website and from all Finance Georgia services and Services at any time, with or without prior notice. Without in any way limiting the foregoing, it is a violation of this Agreement to upload,



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post or submit any content, including, but not limited to, written materials or images, that in Finance Georgia's opinion is obscene. Finance Georgia takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Finance Georgia liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of features and functionality where Users post or transmit Content is at your own risk.

4. Third Party Content

Finance Georgia may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Finance Georgia does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Finance Georgia is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

5. Advertisements and Promotions; Third-Party Products and Services

Fundraiser may run advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party products or services on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. Finance Georgia is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-Finance Georgia advertisers or third party information on the Site.

6. Disclaimer

Finance Georgia neither represents, warrants, covenants guarantees, nor promises any specific results from use of the Website.

THE WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE Services, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND WEBSITE-RELATED SERVICES.

Finance Georgia makes no representation or warranty, express or implied, with respect to any third party data provided to Finance Georgia or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. Finance Georgia will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (a) any such inaccuracy, error, delay or omission, (b) non-performance or (c) interruption in any such third party data due either to any negligent act or omission by Finance Georgia or "force majeure" or any other cause beyond the control of Finance Georgia.



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7. Limitation of Liability

IN NO EVENT SHALL Finance Georgia, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE WEBSITE, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM Finance Georgia OR ANOTHER USER, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO Finance Georgia'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Finance Georgia, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO Finance Georgia FOR ACCESS TO OR USE OF THE WEBSITE.

You understand that any and all decisions made by you after your use of the Website are yours alone. Finance Georgia cannot and does not verify the accuracy of information from Users. Finance Georgia shall not be responsible, or have any duty or obligation to, or liability for: (a) decisions or interactions resulting (directly or indirectly) from using the Website; or (b) any damages, costs, losses or expenses a User incurs as a result (directly or indirectly) of using the Website or as a result (directly or indirectly) of utilizing information received in connection with the Website, including but not limited to, User reliance on fraudulent, misleading, false, incorrect or inaccurate representations by Fundraisers or other Users. In addition, in no event will Finance Georgia be liable to you or any third person for any direct or indirect damages, costs, losses or expenses, including any lost capital, lost profits or special, incidental, consequential or punitive damages arising from your use of the Website, even if Finance Georgia has been advised of the possibility of such damages, costs, losses or expenses.

Finance Georgia is not responsible, and shall have no liability, for any false, misleading, fraudulent, incorrect or inaccurate Content posted on the Website or for any liability, cost or expense you may incur in connection with the Services, whether caused by any User, Finance Georgia, or other person. You also acknowledge and agree that Users are not liable for Content created and posted by Finance Georgia on the Website. Finance Georgia is not responsible for the conduct, whether online or offline, of any User of the Website or any other person. With respect to the Website, Finance Georgia assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications. By using the Services, you release Finance Georgia from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the your activities as an Fundraiser or Investors and for any use of the Website or the Services, or any Content posted on the Website or transmitted to, or any interactions between, any Users of the Website, whether online or offline, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

8. Disputes Among Users



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You are responsible for your interactions with any Fundraisers, Investors, or any other User (even to the extent prohibited hereby) and any disputes that may result from such interactions.

Finance Georgia reserves the right, but has no obligation, to monitor disputes between you and such persons.

9. Governing Law; Resolution of Disputes; Arbitration and Waivers

This Agreement and all other aspects of the Website are governed by the laws of the State of Georgia, without regard to its or any other jurisdiction's choice of law or conflict of law provisions. You agree that you will notify Finance Georgia in writing of any claim or dispute concerning or relating to Finance Georgia or the Website and the information or services provided through it, and give Finance Georgia a reasonable period of time to address it BEFORE bringing any legal action, either individually, as a class member or representative, or as a primary attorney general against Finance Georgia.

10. Indemnity

You agree to indemnify and hold Finance Georgia harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made or incurred by any third party due to or arising (directly or indirectly) out of your use of the Website or arising from your breach of this Agreement.

11. Registration Data; Account Security

In consideration of your use of the Website, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the registration Data, and any other information that you provide to Finance Georgia, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Finance Georgia.

12. Term; Termination

This Agreement will remain in full force and effect while you use the Website, any Finance Georgia Services, or participate in the Services as a User and, notwithstanding anything herein to the contrary, this Agreement will remain in effect after your participation in the Services and status as a User is terminated. Whether or not you are and remain eligible to participate in the Services, use the Website or any other services or offerings from Finance Georgia, may be determined by Finance Georgia in its sole and absolute discretion. You may terminate your participation and status as a User at any time and for any reason by sending a written notice of termination to Finance Georgia.

13. Other Agreements

This Agreement shall be subject to any other agreements you have entered into with Finance Georgia.



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14. Additional Terms

Certain sections or pages on this Website may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible. The remaining provisions of the Agreement shall remain in full force and effect.

16. General Provisions

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only. Headings in no way define, limit, construe, or describe the scope or extent of such section.

If you have any questions or complaints, please contact info@financegeorgia.com.