# **Terms of Service**

**Preferred Lending Partners** 

Effective Date: September 1, 2025

#### 1. Terms

By accessing this website, you agree to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained on this website are protected by applicable copyright and trademark law.

#### 2. Use License

Permission is granted under a personal, non-transferable, and non-exclusive right to access, view, and use Preferred Lending Partners' ("PLP") website and to temporarily download materials for transitory viewing only. This is the grant of a license, not a transfer of title. Under this license, you may not:

- 1. modify or copy the materials;
- 2. use the materials for any commercial resale or public display (commercial or non-commercial):
- 3. attempt to decompile or reverse engineer any software contained on PLP's website;
- 4. remove any copyright or other proprietary notations from the materials; or
- 5. transfer the materials to another person or "mirror" the materials on any other server.

All text, graphics, information, and other content displayed on or downloadable from PLP's website are either the property of, or used with permission by, PLP and are protected by copyright, trademark, and other applicable laws. Any unauthorized use may violate such laws and regulations.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by PLP at any time. Upon termination, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

#### 3. Disclaimer

The materials on PLP's website are provided "as is." PLP makes no warranties, express or implied, and hereby disclaims and negates all other warranties, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights.

PLP does not warrant or make any representations regarding the accuracy, likely results, or reliability of the materials on its website or on any linked sites. Nothing contained on PLP's

website constitutes financial, legal, or tax advice. The materials are for general informational purposes only and should not be relied upon for making business or lending decisions. You should consult with appropriate professional advisors regarding your particular facts and circumstances.

## 4. Limitations of Liability

In no event shall PLP, its affiliates, officers, directors, employees, or agents be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on PLP's website, even if PLP or a PLP authorized representative has been notified of the possibility of such damage.

PLP does not assume any responsibility, and shall not be liable for, any damages to or viruses that may infect your computer, telecommunications equipment, or other property resulting from your access to or use of PLP's website or your downloading of any materials from PLP's website.

IN NO EVENT WILL PLP OR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS WEBSITE BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE OR ANY MATERIALS CONTAINED HEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

The foregoing limitations do not apply to the extent prohibited by applicable law.

## 5. Revisions and Errata

The materials appearing on PLP's website could include technical, typographical, or photographic errors. PLP does not warrant that any of the materials on its website are accurate, complete, or current. PLP may make changes to the materials at any time without notice but does not make any commitment to update them.

## 6. Links

From time to time, PLP's website may contain links to other websites not owned or operated by PLP or its affiliates. These links are provided solely as a convenience. If you use these links, you will leave PLP's website. PLP does not control or endorse, and is not responsible for, the content or policies of any linked website. Your use of such third-party websites is at your own risk.

#### 7. Modifications

PLP may revise these Terms of Service at any time without notice. By using this website, you agree to be bound by the then-current version of these Terms and Conditions of Use.

## 8. Governing Law

Any claim relating to PLP's website shall be governed by the laws of the State of Colorado, without regard to its conflict of law provisions.

## 9. Trademarks

Certain trademarks, trade names, service marks, and logos used or displayed on PLP's website are registered and unregistered trademarks of PLP and its affiliates. Other trademarks, trade names, and service marks used or displayed on PLP's website are the property of their respective owners. Nothing contained on PLP's website shall be construed as granting any license or right to use any such marks without the prior written permission of PLP or the respective third-party owner.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless PLP, its directors, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, losses, or expenses (including reasonable attorneys' fees) arising out of or related to your use of PLP's website, including without limitation any violation of these Terms of Service or any misuse of the information or materials made available herein.

Preferred Lending Partners is a Certified Development Company (CDC) authorized by the U.S. Small Business Administration (SBA) to provide SBA 504 loan processing and servicing operations.

Lakewood, Colorado