

# AES Terms of Use

With acceptance of the Asset Evaluation Services, LLC (“AES”) terms of use, AES hereby grants the users associated with this specific project (“Specified Project”) a non-exclusive license to use the AES electronic payment application report software (“AES System”) for the Specified Project and limited to the complementary project review.

In exchange for payment of the per project fee for the Specified Project, this non-exclusive license to use the AES System for the Specified Project will be extended to include the full use of the AES System for this Specific Project.

Each project-specific use of the System will provide at least one project review report based on a distinct physical address (“Property”) submitted prior to closing. There is no fee associated with the project review report.

When the System is used to generate a report(s) for any purpose- lender, owners, contractors- (“Parties”) all information and opinions, including any Funding Recommendation; Value Determination; or Feasibility Analysis, are given subject to the Assumptions and Limiting Conditions stated in said report and based on all information given by the participating parties to AES as of the date said report is authored.

Asset Evaluation Services, LLC (“AES”) has no interest, either past, present, or contemplated, in any property herein made the subject of any report submitted.

AES utilizes a proprietary draw schedule system. All projects entered into the AES System will be required to use the draw schedule presented.

AES is not responsible for any payments made to contractors or service providers. Actions taken as a result of the data contained in said reports are the sole responsibilities’ of the participating parties.

The data captured and contained in the System and any report(s) generated by the System for the Property (such as photographs depicting or illustrating various aspects of the Property) may be gathered by third party individuals/entities that are not employed by, affiliated with, and/or governed or controlled by AES.

The System does not guarantee that funds related to construction financing will be released upon generation of any report(s) that may be generated through the System. A Report generated by the system is not a substitute for any user’s responsibility concerning any request for funds or any decision to release or not release funding.

The System and its original content, features, and functionality are owned by AES and are protected by various copyright, trademark, patent, trade secret and other intellectual property laws. Your use of the System grants you the limited right to use the System based upon the access granted. You are not granted any other rights of any kind.

Through the use of the Asset Evaluation Services, LLC (“AES”) Pay Application System, users voluntarily input various types of information including personal data (such as name and address), project details, project loan amount, lender information, project photos (interior and exterior), contract details, contractor information and the like. Any personal information deemed confidential by AES (not previously in the public domain or otherwise publicly available through sources other than AES) will not be used for public purposes but will be used in order for AES to render its services. All information not deemed confidential may be used by AES for various purposes including, but not limited to: (a) providing and improving the AES Pay Application System; (b) internal usage, including but not limited to, data analytics; (c) complying with applicable legal requirements and assisting law enforcement agencies; (d) marketing and advertising purposes, and (e) training purposes.

If you have any questions about this confidentiality policy, please contact us at [support@aesrequest.com](mailto:support@aesrequest.com).

AES reserves the rights to terminate your access to the System, without cause or notice, which may result in the forfeiture and destruction of all information associated with any data you have gathered through the site, including any reports generated by the System. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

By accessing and/or using the Asset Evaluation Services, LLC (“AES”) electronic payment application report software (“System”) (including any mobile applications) made available to users by AES, you agree to the following terms. The System is owned and/or controlled by AES. The terms set forth herein include various disclosures and terms that govern your rights as they constitute a legally binding agreement between you and AES. Please note that your Use of the AES System constitutes your acceptance of these Terms of Use and your agreement to be bound by them. If you do not agree to all of the terms set forth herein, please notify the appropriate party so that other arrangements can be made to assist you.

If you have any questions about the AES Terms of Use, please contact us at [support@aesrequest.com](mailto:support@aesrequest.com).