



THE 1502 CONNECTION User Agreement

Please read carefully the 1502 Connection User Agreement below. The agreement includes disclaimers of liability and other matters of interest to users. By pressing the "I Agree" button, you agree to the terms and conditions of the User Agreement. By pressing "I Disagree", you will be returned to the 1502 Connection home page.

You may also receive a copy of the agreement by calling customer service at 1-877-245-6159, or you can download the agreement to your computer.

IN THIS AGREEMENT, the words "you" and "your" mean the 1502 Connection user. "Colson" "we," "us," and "our" mean Colson Services Corp.

"Other Information Provider" means any provider of information accessible through the 1502 Connection, other than Colson. "Other Information Providers" may include, among others, the U.S. Small Business Administration. "Access Service Provider" means any Internet Service Provider providing connection to the Internet, any Commercial Online Service Provider providing connection to the Internet in addition to its own proprietary private network, for example, America Online, CompuServe and Prodigy, and the provider of the private network connection discussed below. "Other Software Supplier" means any supplier of software used in the 1502 Connection or used to access the 1502 Connection, other than Colson.

A. What this Agreement Covers

This Agreement between you and Colson governs the use of the 1502 Connection, an electronic service that permits lenders to access their SBA 7(a) loans, for which SBA expects 1502 reporting, and to submit 1502 data through the use of personal computers. Access may be provided through a private network connection or through the World Wide Web.

B. User Materials

Before you initiate your first 1502 Connection transaction, you agree to familiarize yourself with the system by reading the 1502 Connection User Guide provided to you either on paper or electronically. The information contained in this 1502 Connection User Guide and any updates to it are part of this Agreement.

C. Accepting the Agreement

You understand that by using the 1502 Connection, you have agreed to the terms and conditions of this Agreement. You agree to use the 1502 Connection solely as provided in this Agreement.

D. What the 1502 Connection Will Cost

There are currently no monthly service charges or transaction fees for the 1502 Connection. However, you are responsible for all telephone charges incurred in connecting to the 1502 Connection. You also are responsible for charges by any Access Service Provider.

E. Changes in Terms/Fees

Colson may change the 1502 Connection services and the terms set forth in this Agreement at any time. You will be notified of any such change as required, either by mail or by an electronic message. You understand that by using the 1502 Connection after a change becomes effective, you have agreed to it.



F. Cancellation

This agreement will remain in effect until it is terminated by you or Colson. You understand that you may cancel this Agreement at any time by notifying Colson electronically or by mail at the address provided in Section I of this Agreement.

Colson may cancel this Agreement and terminate your use of the 1502 Connection for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

G. Limit of Colson and Other Providers' Responsibility

Colson agrees to make reasonable efforts to ensure full performance of the 1502 Connection. Colson will be responsible for acting only on the 1502 data sent through the 1502 Connection which is actually received electronically in a form usable by Colson and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. Colson is not responsible for any losses or delays in transmission of instructions arising out of the use of any Access Service Provider or caused by any browser software. Colson is not responsible should you give incorrect 1502 data or if your payment remittance related to the 1502 data submitted is not sent sufficiently in advance to allow for timely payment or delays in mail service. Any information you receive from Colson is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Colson is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information.

Colson is not responsible for any computer virus or related problems that may be attributable to services provided by any Access Service Provider.

Except as otherwise provided in the "*Colson's Responsibility to You*" provision of Section L of this Agreement, and in the absence of gross negligence on the part of Colson, neither Colson nor any Other Software Supplier is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the 1502 Connection.

NEITHER COLSON, ANY OTHER INFORMATION PROVIDER NOR ANY OTHER SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE 1502 CONNECTION SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

H. No Other Use

The 1502 Connection uses proprietary software of Colson. You are being granted a non-exclusive license to use this software. This allows you to use the software only for its intended purposes as provided in this Agreement. You may not disassemble, decompile, copy, modify or reverse engineer any of the 1502 Connection software or allow anyone else to do so.

I. Customer Service

If you need assistance with the 1502 Connection, or if you need to communicate with Colson, telephone Colson Customer Service at 1-877-245-6159 (Fax #: 1-718-315-5100) or write:

Form 1502 Customer Service
Colson Services Corp.
2 Hanson Place, 7th Floor
Brooklyn, N.Y. 11217



Customer Service will offer assistance to help resolve any 1502 Connection problems, but Customer Service is not authorized to waive any provision of this Agreement.

J. Business Days

Our normal business days are Mondays through Fridays, except for bank holidays. Bank holidays are considered part of the following business day.

K. Lost or Misplaced Access Codes and Passwords

To connect to the 1502 Connection, you will be given a user access code and an initial password. Be sure to keep your user access code and password to yourself; this number is an important means of protection for you. Don't write it on your personal computer or any computer materials. Contact us immediately if you believe that an unauthorized person has obtained access to your access code or password. The telephone is the fastest way to alert us that someone may be using your access code and password without your permission. Call Colson at the number provided in Section I of this Agreement. Someone will be available to receive your call on business days between 9 a.m. and 5 p.m. Eastern Standard Time.

L. Colson's Responsibility to You

We will be responsible for accepting 1502 data you have sent through Form 1502 Connection, on each business day the site is operable, and to download the data into a format readable by Colson.

However, we will not be responsible for your losses if: (a) through no fault of ours, your 1502 data was in an unreadable or unrecognizable format; (b) you knew there was a technical malfunction in Form 1502 Connection and you used it anyway; (c) circumstances beyond our control, or a natural disaster such as a flood or fire, prevented the transaction from taking effect.

M. Severability

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

N. Governing Law

This Agreement shall be governed by the laws of the State of New York and, where applicable, by federal law.