

Your Acceptance of this Agreement

[LAST UPDATED 08/21/2023]

Thank you for selecting EquityProtect™ to help You protect the title to Your home. This Service Agreement (“**Agreement**”) details the Services (defined in Part One, Section 1.0) We will provide You and the rights and responsibilities We and You have to each other regarding Your use of EquityProtect™. The terms “**We**”, “**Our**”, and “**Us**” are used interchangeably in this Agreement and refer to Equity Protect Inc., a Delaware corporation. The terms “**You**,” and “**Your**” are used interchangeably in this Agreement to refer to entities and individuals accessing and using the Services for any reason.

This Agreement is divided into three parts:

Part One: General Terms of Service

Part Two: Legal Terms

Part Three: Service Specific Terms

NOTICE REGARDING ARBITRATION – BY USING THE SERVICES YOU AGREE TO RESOLVE ALL DISPUTES WITH US AND OUR AFFILIATES THROUGH ARBITRATION OR SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS RATHER THAN THROUGH CLASS ACTION LAWSUITS OR JURY TRIALS IN SUPERIOR OR HIGHER-LEVEL COURTS. PLEASE REVIEW PART TWO, SECTIONS 1.2 AND 1.3 BELOW FOR SPECIFIC INFORMATION REGARDING THESE ISSUES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS YOU SHOULD NOT ESTABLISH AN ACCOUNT WITH US OR USE THE SERVICES.

PART ONE: GENERAL TERMS OF SERVICE

1.0 When This Agreement Applies

This Agreement creates a binding contract between You and Us and applies to Your use of EquityProtect™ and related products or services offered by Us and described in this Agreement (the “**Services**”), including all software provided as a part of Our Services (the “**Software**”), whether through the website found at <https://www.EquityProtect.com> (“**Our Website**”) or in any other manner. The Agreement applies anytime You:

- create an account for use of the Services;
- download or use any Software for the purposes of using the Services;
- use the Services;
- interact with Us in connection with the Services.

The Services are only available to “**Eligible Persons.**” Eligible Persons are persons who (a) are 18 years of age or above the age of majority in their jurisdiction of residence (whichever is greater); (b) have the right, capacity, and authority to agree to and abide by the terms of this Agreement; and (c) have not previously had their Services terminated or suspended by Us.

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2.0 By creating an account with Us or using the Services You acknowledge Your consent and approval of the terms of this Agreement. **You should read this Agreement carefully, as it affects Your legal rights.** We encourage You to pay particular attention to Part One, Section 3.2 (“Automatic Renewals”), and Part Two, Section 1.3 (“Arbitration, Waiver of Jury Trial; Waiver of Class Action Rights”), Section 2.0 (“Disclaimer of Warranties”), Section 3.0 (“Limitations on Liability”) and Section 4.0 (“Indemnification”).

3.0 **Subscription Fee; Subscription Term; Renewal; Cancellation**

3.1 **Subscription Fee and Subscription Term.** When You create an account with Us to receive the Services You will select one of several options for the length of Your subscription (the “**Subscription Term**”). The Subscription Term You select will be referenced in the confirmation receipt or email You will receive from Us after You have created Your Account. You will be charged in advance the then-applicable fee (as shown on Our Website) for that Subscription Term (the “**Subscription Fee**”). By creating an account to receive the Services, You agree to be charged and pay the applicable Subscription Fee and other charges in the manner described in Part One, Section 4.0 below. In the event, You register more than one parcel of real property for the Services, a separate Subscription Fee and Subscription Term will apply to each parcel.

3.2 **Automatic Renewals.** Except as noted in this Part One, Section 3.2, Your Subscription Term will automatically renew at the end of Your then-current Subscription Term, and such renewal period will be for the same length of time as Your then-current Subscription Term. We will notify You by email of the upcoming automatic renewal (the “**Renewal Notice**”) at least thirty (30) days prior to the expiration of Your then-current Subscription Term. The Renewal Notice will specify the Subscription Fee that will be charged for the renewal Subscription Term. Your then-current Subscription Term **will not** automatically renew if You have cancelled the Services, either through the cancellation process available on Our Website or by contacting Us by email at least three (3) days prior to the expiration of Your then-current Subscription Term. Your failure to cancel the Services at least three (3) days prior to the expiration of Your then-current Subscription Term will signify Your agreement to renew the Services for the renewal Subscription Term at the Subscription Fee specified in the Renewal Notice.

3.3 **Cancellation of Services by You.** You may cancel the Services at any time either through the cancellation process available on Our Website or by contacting Us by email. If You cancel the Services after receipt of a Renewal Notice and at least three (3) days prior to the expiration of Your then current Subscription Term, Your Services will continue through the last day of Your then current Subscription Term. If You cancel the Services due to (a) a material change in the terms of this Agreement (see Part Two, Section 11.1), or (b) a material breach of this Agreement by Us, then You will receive a pro-rata refund of Your Subscription Fee. If You cancel the Services for any other reason, You will not receive a refund of any portion of Your Subscription Fee.

3.4 **Cancellation of Services by Us.** We may terminate or suspend Your account and Your access to the Services if We are unable to charge Your Payment Method (defined in Part One, Section 4.7), if You materially breach this Agreement, or for any other reason. If We

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terminate Your use of the Services, You will be entitled to a pro-rata refund of Your Subscription Fee unless the termination stems from Your material breach of this Agreement.

3.5 Termination for Failure to Hold an Approved Interest. This Agreement and Our obligation to provide the Services will terminate automatically upon, Company dissolution, Your death (if You are an individual), upon the dissolution of an entity (if You are an entity such as a corporation, limited liability company, partnership, or trust), or at such time You for any other reason no longer hold an Approved Interest (defined in Part Three, Section 4.0) in the Approved Parcel (defined in Part Three, Section 5.0) for which a subscription was obtained. You must immediately notify Us if You no longer hold an Approved Interest in the Approved Parcel for which a subscription was obtained. We have no liability or responsibility for any actions We take between the time You no longer have an Approved Interest in an Approved Parcel and the time We receive evidence satisfactory to Us, in Our sole discretion, of such fact.

4.0 Fees and Payment

4.1 Subscription Fee. The Subscription Fee You will be charged will vary depending upon the length of Your Subscription Term and will be disclosed to You at the time You establish Your account with Us. You will be charged, and You agree to pay, the applicable Subscription Fee for the Subscription Term You select, plus any applicable taxes.

4.2 Changes in the Subscription Fee During a Subscription Term. If the length of Your Subscription Term exceeds one (1) year, then on the first anniversary of the commencement of Your Subscription Term, and on each annual anniversary date thereafter during the Subscription Term, Your Subscription Fee will be increased by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled "All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, 1982-84 = 100 reference base" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure most recently published prior to the Subscription Term anniversary date and the figure published 12 months prior thereto. By electing to have a Subscription Term of more than one (1) year You agree to these adjustments in the Subscription Fee and shall not be entitled to terminate the Agreement or Your Subscription on account of cost-of-living adjustments in the Subscription Fee.

4.3 Other Fees. [*IF SUBSCRIBER IS TO PAY RECORDING FEES*] In the event We are instructed by You to record one or more documents in the public real estate records as part of Our Services, You agree to pay any fees, charges and taxes We incur to record such document(s), including, but not limited to, actual recording fees charged by governmental agencies, actual fees and charges We pay to third parties to coordinate or complete the recording, and any state or local taxes related thereto (collectively, "**Recording Costs**"). At Our option, We may either (a) complete the recording and charge Your Payment Method the actual Recording Costs incurred, or (b) prior to completing the recording, charge Your Payment Method an estimate of the actual Recording Costs. If We charge an estimated amount of Recording Costs before completing the recording, We will adjust the charges to reflect the actual Recording Costs within thirty (30) days of completing the recording. Due to the recording requirements in some jurisdictions, We may provide You with documents and require that You

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record them in the Public Records (defined in Part Three, Section 2.0). In such event, You will be responsible for paying all applicable Recording Costs and We shall have no liability for Your failure to record such documents in the Public Records.

4.7 **Payment Methods.** All payments must be made in U.S. Dollars. Initial Subscription Fees may be paid by check, electronic funds transfer or by credit card. Renewal Subscription Fees, Recording Costs and any other charges due from You to Us under this Agreement will be collected by Us using the credit card or electronic funds information You must maintain current on Our Website at all times (the “**Payment Method**”). You authorize Us to charge Your Payment Method for all such fees and charges (and third-party payment processing fees) and You authorize Us to use a third party to process payments and consent to the disclosure of Your payment information to such third party. Except as provided otherwise in this Agreement, all amounts paid are non-refundable. If We attempt to collect amounts from You and are unsuccessful using Your Payment Method, We may try to collect again at a later time. If We do not receive payment, We may suspend or terminate Your subscription. We reserve the right to verify credit card payments prior to completing Your payment and also to obtain and use updated credit card information electronically from credit card issuers.

5.0 **Using the Services.** You agree to provide and maintain on Our Website accurate and up to date information about You, any parcel of real property that is enrolled for the Services, and Your Payment Method. We will have no responsibility or liability for losses You incur as a result of Your providing Us with inaccurate information or failing to keep such information updated in Our Website. You are responsible for ensuring that any information You use to access Our Website and Our Services (username, password, challenge question answers, etc.) are kept safe and are not shared with others. You must inform Us anytime there is an unauthorized use of Your account with Us. You may not use Our Services for any illegal or fraudulent purposes.

PART TWO: LEGAL TERMS

1.0 Claims Resolution

1.1 **Notice of Claim.** We and You agree that any claim, controversy or dispute regarding the Services or this Agreement (“**Claim**”) shall be resolved in small claims court or through arbitration, rather than through courts of general jurisdiction. In the event You have a Claim, You must notify Us in writing by certified U.S. mail (“**Notice of Claim**”) sent to the address set forth in Part Two, Section 12.1. Your Notice of Claim must be clearly identified as a “Notice of Claim” and should include both Your email and mailing address. Your Notice of Claim should specifically identify the nature of Your Claim and the amount of damages or other relief You seek in order to resolve Your Claim.

1.2 **Small Claims Court.** If We and You do not come to a mutually acceptable resolution of the Claim within thirty (30) days of Our receipt of Your Notice of Claim, then You may file an action in small claims court in Your county of residence. If the Claim is not eligible to be heard in such small claims court, You may seek to arbitrate the Claim (see Part Two, Section 1.3).

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1.3 Arbitration; Waiver of Jury Trial; Waiver of Class Action Rights. ANY CLAIM OR OTHER DISPUTE BETWEEN YOU AND US REGARDING THE SERVICES OR THIS AGREEMENT THAT IS NOT RESOLVED WITHIN THIRTY (30) DAYS FOLLOWING OUR RECEIPT YOUR NOTICE OF CLAIM AND WHICH IS NOT ELIGIBLE FOR RESOLUTION IN THE SMALL CLAIMS COURT IN YOUR COUNTY OF RESIDENCE SHALL BE ARBITRATED UNDER THE TERMS OF THE U.S. FEDERAL ARBITRATION ACT. THE ARBITRATION WILL BE GOVERNED BY THE CONSUMER OR COMMERCIAL ARBITRATION RULES (AS APPROPRIATE) OF THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT AND YOUR RIGHT TO A JURY TRIAL. YOUR AGREEMENT TO ARBITRATE CLAIMS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

1.4 Jurisdiction. You agree that in the event Your Claim is not subject to arbitration under Part Two, Section 1.3 of this Agreement, or if Part Two, Section 1.3 is found to be unenforceable, any action at law or in equity arising out of or relating to this Agreement or Your use of the Services, except any Claim properly lodged in a small claims court under Part Two, Section 1.2, will be filed only in the state courts located in Washoe County, Nevada or in the Federal District Court for the District of Nevada, and You hereby consent and submit to the personal and exclusive jurisdiction of such courts to litigate any such action. You further agree that any such Claims will be brought solely on an individual basis and not as part of any class, consolidated, or representative capacity.

1.5 Time Limitation for Actions. Any cause of action arising out of or related to the Services or this Agreement by You against Us must commence within one (1) year after the cause of action accrues.

1.6 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, United State of America, exclusive of its choice of law principles.

2.0 Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW (A) THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND (B) WE EXPRESSLY DISCLAIM ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WE MAKE NO WARRANTIES THAT THE SERVICES WILL BE EFFECTIVE, TIMELY, UNINTERRUPTED, OR ERROR-FREE.

3.0 Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND REGARDLES OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, WHETHER BASED ON TORT, WARRANTY, CONTRACT, PRODUCT LIABILITY OR OTHER LEGAL THEORY. OUR LIABILITY TO YOU FOR DAMAGES

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INCURRED BY YOU FOR USE OR INABILITY TO USE THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU OVER TIME FOR THE SERVICES. THIS PART TWO, SECTION 3.0 SHALL NOT AFFECT ANY APPLICABLE RIGHTS YOU MAY HAVE IN YOUR JURISDICTION. ADDITIONAL LIMITATIONS ON LIABILITY CAN BE FOUND IN PART THREE, SECTION 9.0.

4.0 Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION OR ARBITRATION) THAT ARISE, DIRECTLY OR INDIRECTLY, FROM YOUR BREACH OR VIOLATION OF THIS AGREEMENT.

5.0 Proprietary Rights and Software. We own all right, title and interest in and to the Services and all intellectual property rights used in conjunction with the Services, including, but not limited to, the Software. For so long as You remain in compliance with this Agreement, We grant You a limited, non-transferable, non-exclusive license to use the Software for the purposes of utilizing the Services during the term of Your subscription. You may not copy, modify or create derivative works based on the Software, nor may You distribute, sublicense, lease or rent the Software to any other person. Nor may You decompile, disassemble or reverse engineer the Software. Upon the expiration or termination of this Agreement You must stop using the Services and destroy all copies of the Software and related documentation.

6.0 Assignment. This Agreement and the rights created hereunder may not be assigned or transferred by You. We may assign, sell, convey or transfer Our rights and obligations under this Agreement without notifying You or obtaining Your consent.

7.0 User Comments, Feedback; Beta Features; Updates. If You submit to Us a review, suggestion, comment, or idea relating to the Services ("**Comment**"), You grant Us, to the maximum extent permitted by applicable law, a royalty-free, perpetual, irrevocable, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish and edit the Comment in any form or medium, for any reasonable business purpose. No compensation will be paid for the use of Your Comment and We are under no obligation to post or use any Comment You may provide. If We use Your Comment in any way, We may discontinue such use at any time in Our sole discretion. By providing a Comment to Us, You represent, warrant and agree that (a) You own or control all of the rights to Your Comment that are necessary for You to provide it to Us; (b) the content of Your Comment is accurate and cannot reasonably be considered to be defamatory, libelous, hateful, offensive, unlawfully threatening or unlawfully harassing to anyone; (d) the Comment does not infringe a third party's intellectual property rights or other proprietary rights or rights of publicity or privacy; (e) the Comment does not violate any applicable law, statute, ordinance or regulation; (f) You were not, and will not be, compensated or granted any consideration by any third party for the Comment; (g) Your Comment does not include any information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for anyone; and (h) Your Comment will not contain any potentially damaging computer programs or files.

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8.0 **Privacy Policy.** Please read Our privacy policy which can be found on Our Website. This policy describes how We collect, use and protect Your data.

9.0 **No Relationship.** This Agreement does not, and should not be construed to, establish any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between You and Us.

10.0 **Monitoring of Customer Service Sessions.** You agree that We may monitor and record Your customer service sessions, including telephone calls, emails and online sessions for purposes that include, but may not be limited to, monitoring customer service levels and internal training. We may use and disclose the information obtained in such monitoring and recording as necessary or appropriate to satisfy any legal obligation or requests, respond to Claims, investigate potential fraud, or for other legitimate business purposes.

11.0 Interpretation and Modification of this Agreement.

11.1 **Modification of this Agreement.** We may make changes to this Agreement at any time. If a revision to this Agreement materially alters Your rights, as determined by Us in Our sole discretion, We will use reasonable efforts to notify You in advance of the change becoming effective. You agree that it is Your responsibility to regularly check Our Website for updated versions of this Agreement and that Your continued use of the Services constitutes Your acceptance of the updated Agreement. If You do not agree to any material changes made to this Agreement, You must immediately notify Us as provided in Part Two, Section 12.1, Your Services will be terminated, and You will be entitled to a pro-rata refund of Your Subscription Fee.

11.2 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of the remainder of this Agreement.

11.3 **Language and Interpretation.** This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only. In the event of any conflict between the English and non-English version of this Agreement, the English version shall control.

11.4 **Section Headings.** Section headings are for convenience only and are not to be considered in the interpretation of this Agreement.

11.5 **Waiver.** Our failure to exercise or enforce any term of this Agreement will not constitute a waiver of such term. Any waiver of any term of this Agreement will only be effective if in writing and signed by Us.

11.6 **Survival.** Upon termination or expiration of this Agreement for any reason, any sections of this Agreement which, by their nature, would survive termination, shall survive termination or expiration. The sections to survive expiration or termination shall include, but are not limited to, Part Two, Section 1.0 (Claims Resolution), Part Two, Section 2.0 (Disclaimer of Warranty); Part Two, Section 3.0 (Limitation of Liability); Part Two, Section 4.0

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(Indemnification); Part Two, Section 11.0 (Interpretation and Modification of this Agreement); and Part Two, Section 12 (Notice).

11.7 **Third Party Beneficiaries.** Except as expressly provided in this Agreement, no third parties are intended to benefit from this Agreement.

11.8 **Entire Agreement.** This Agreement constitutes the entire agreement between You and Us concerning its subject matter, and it supersedes any other prior or contemporaneous agreements or terms, written or oral.

11.9 **Force Majeure.** Neither You nor Us will be liable for non-compliance with the terms of this Agreement to the extent such non-compliance is caused by events beyond the reasonable control of a party, which may include denial-of-service attacks, internet disturbance, strikes, riots, pandemics or epidemics, natural disasters, acts of God, war, terrorism, and governmental action.

12. **Notice**

12.1 **Notices to Us Regarding Legal Matters.** Notices of Claim, notices relating to Claims, breach notices, termination notices based on Our material breach of this Agreement, arbitration demands, indemnification demands, and other notices or writings of a legal nature must be in writing and must be sent to the below address either by (a) recognized overnight courier or (b) certified U.S. Mail, return receipt requested.

Equity Protect Inc.
Attention: General Counsel
5365 Reno Corporate Drive #100
Reno, NV 89511

12.2 **Notices to Us Not Regarding Legal Matters.** Any notice to Us, other than those notices described in Part Two, Section 12.1, must be in writing and must be sent to one of the below addresses either by (a) recognized overnight courier; (b) certified U.S. Mail, return receipt requested; (c) U.S. mail (non-certified); or (d) by email.

Notices via Mail or Courier
Equity Protect
Attention: Support Services
5635 Reno Corporate Dr. #100
Reno, NV 89511

Notices via Email
Support@EquityProtect.com

12.3 **Notices to You.** Any notice to You must be in writing and must be sent either to Your mailing address or to Your email address, as such addresses as reflected on Our Website at the time the notice is prepared. If sent to Your mailing address, the notice must be sent either by (a) recognized overnight courier; (b) certified U.S. Mail, return receipt requested; or (c) U.S. mail (non-certified). You consent to receive certain electronic communications from Us in connection with Your use of the Services. You agree that any notices or other communications sent to You electronically will satisfy any legal notice requirements. You must keep contact

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details associated with Your account, including Your email address and Your mailing address, updated and accurate on Our Website. We shall have no liability if You do not receive a notice due to Your failure to keep Your address information current on Our Website.

12.4 Deemed Receipt of Notice. Notices will be deemed received as follows: (a) if sent by recognized overnight courier; on the date of delivery as established by the records of the courier; (b) if sent by certified U.S. Mail, return receipt requested, on the date of delivery established by the return receipt; (c) if delivered by U.S. mail (non-certified), four (4) days after placement in the mail; or (d) if sent by email, upon receipt verified by automated receipt or electronic logs, provided that no bounce or other technical error message was received in response.

PART THREE: SERVICE SPECIFIC TERMS

1.0 Transfer Restriction Notice. Our Services include the preparation and recording (except in some jurisdictions, as noted below), on Your behalf and upon Your Request, of a notice (the “**Transfer Restriction Notice**”) in the public real estate records in the jurisdiction where the Approved Parcel is located (the “**Public Records**”). The Transfer Restriction Notice provides, generally, that non-voluntary transfers and encumbrances of Your fee interest in a described parcel of real property are not permitted without a partial release or termination of the Transfer Restriction Notice. The Transfer Restriction Notice states that a termination or partial release (to allow a particular transfer or encumbrance) must be requested from Us and recorded in the Public Records for the transfer or encumbrance to be valid and effective. The purpose of the Transfer Restriction Notice is to reduce the risk of loss to You resulting from fraudulent deeds or encumbrances being recorded against Your property. Our Services also include certain insurance against losses incurred by You resulting from the recording of fraudulent deeds and encumbrances. Depending upon the recording practices in the jurisdiction where the Approved Parcel is located, We may record the Transfer Restriction Notice or We may provide You with the Transfer Restriction Notice and You will have the responsibility to record the Transfer Restriction Notice in the Public Records. **The Transfer Restriction Notice will not be effective until recorded in the Public Records.** Our Services **DO NOT** attempt to protect Your real property from transfers or encumbrances that **DO NOT** require Your authorization or consent, including, but not limited to, transfers upon death, transfers upon divorce, tax sales, lien foreclosure sales, condemnations, real property tax liens, judgment liens, mechanics and materialmen’s liens, Medicare reimbursement liens, and any other transfer or encumbrance that applicable law authorizes without the consent of an owner of real property.

2.0 Terminations and Partial Releases of a Transfer Restriction Notice. If You desire to terminate the Transfer Restriction Notice, or if You desire to transfer or encumber all or a portion of Your interest in an Approved Parcel (defined Part Three, Section 5.0) that is enrolled for the Services, You may request that We prepare and record in the Public Records (except in some jurisdictions, as noted below), either a termination of the Transfer Restriction Notice (which permanently nullifies such notice) or a partial release of the Transfer Restriction Notice. A partial release of a Transfer Restriction Notice is appropriate in situations where You desire to permit a particular transfer or encumbrance relating to the Approved Parcel but also maintain the

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restriction for any other transfers or encumbrances relating to that Approved Parcel. For example, a partial release may be requested when You desire to refinance Your mortgage on an Approved Parcel or desire to transfer less than all of Your interest in the Approved Parcel to someone. When requesting a partial release, You must provide Us with specific details regarding the nature of the transaction You wish to exempt from the restriction. The information You provide will be used in the preparation of the partial release and We will have no responsibility for the descriptions You use for the type(s) of transfers or encumbrances that will be permitted. Depending upon the recording practices in the jurisdiction where the Approved Parcel is located, We may either directly record the partial release or termination or We may provide You with the partial release or termination and You will have the responsibility to record the partial release or termination in the Public Records. **A termination or partial release of the Transfer Restriction Notice will not be effective until recorded in the Public Records.**

3.0 **Availability of Services Limited to Certain Jurisdictions.** Our Services are only available in the United States and, in Our sole discretion, may be available only in certain states or within certain jurisdictions of certain states.

4.0 **Services Only Available to Persons with an Approved Interest.** The Services are only available to Eligible Persons with an “Approved Interest” in an “Approved Parcel” (defined in Part Three, Section 5.0. What constitutes an Approved Interest may vary from state to state due to variations in state law and shall be determined by Us in Our sole discretion. However, in most instances, a person or entity with a full or partial fee interest in an Approved Parcel will have an Approved Interest. Before You can establish an account for the Services, You will be asked to provide information which establishes, to Our satisfaction, that You have an Approved Interest in the Approved Parcel. When enrolling a parcel of real property for the Services You represent and warrant that You, or the entity on whose behalf You are acting, have a fee interest in such real property. The Services, including any insurance included in the Services, shall automatically terminate at such time as You no longer have an Approved Interest in the Approved Parcel for which a subscription was obtained.

5.0 **Services Only Available for Approved Parcels.** The Services are only available for distinct parcels of real property (“Approved Parcel”). What constitutes an Approved Parcel may vary from state to state due to variations in state law and shall be determined by Us in Our sole discretion. However, in most instances, real property that was conveyed together in the last deed of record (unless the property was subsequently subdivided), or real property that is recognized as a single assessor’s tax parcel and is entirely owned by the same persons or entity, will constitute an Approved Parcel. Before You can establish an account for the Services, You will be asked to provide information which establishes, to Our satisfaction, that the property You wish to have covered by the Services is an Approved Parcel. A separate Subscription Fee will be charged for each Approved Parcel.

6.0 **Information That May Be Required to Establish an Approved Interest or Approved Parcel.** To establish to Our satisfaction that You hold an Approved Interest in an Approved Parcel, We will request certain information from You. This information may include, but may not be limited to, the following: (a) Your current full legal name and any other names You may

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now use or previously used, including any names that may appear in the Public Records; (b) Your current physical address, mailing address, email address and telephone number; (c) the street address, tax parcel number or legal description of the real property You desire to be subject to the Services; (d) current property tax statements for the real property You desire to subject to the Services; (e) a copy of Your latest mortgage statement for any loans against the real property You desire to subject to the Services; (f) Your Social Security number; (g) Your date of birth; and (h) title insurance policies, commitments or reports covering the real property You desire to subject to the Services. To confirm Your identity and to confirm you have an Approved Interest in the real property You desire to subject to the Services, We may require You to take steps to confirm Your email address, require You to provide a photograph or other biometric data, order a credit report or verify the information You have provided through third-party databases or other sources. If the party attempting to enroll in the Services is a limited liability company, trust, partnership, corporation or other legal entity, the person attempting to enroll for the Services on behalf of such entity may be asked to provide documentation to confirm that they are authorized to do so on behalf of that entity and provide evidence that the entity is a valid legal entity and is currently authorized to conduct business. We shall determine in Our sole discretion whether a person has sufficient authority to act on behalf of an entity and to determine whether an entity is authorized to conduct business.

7.0 Services Only Provided to Enrolled Persons. In the event, either at the time of enrollment for the Services or while the Services are being provided, another Eligible Person also has an interest in the Approved Parcel, the Services and Our obligation to compensate You for certain losses, shall only apply to Your interest in the Approved Parcel. In order for other persons or entities with an interest in the Approved Parcel to receive the Services, they must establish a separate account for their interest in the Approved Parcel.

8.0 Insurance. If You experience certain losses from an unauthorized transfer of encumbrance upon Your interest in an Approved Parcel that is enrolled for the Services, and at the time of the loss are enrolled in the Services and have an Approved Interest in the Approved Parcel, all or a portion of Your losses may be covered in accordance with Our master group policy issued to Us for the benefit of Our subscribers, which is incorporated herein by this reference. Please carefully review the terms of this insurance. You agree that the premium for such insurance will be paid by Us on Your behalf out of Your Subscription Fee and that any notices relating to such insurance may be provided to You electronically.

9.0 Further Limitations on Liability. In addition to any limitations on liability found elsewhere in this Agreement, We will have no responsibility or liability for any losses incurred by You relating directly or indirectly from any of the following: (a) the inaccuracy of any information provided by You, including, but not limited to, information regarding Your identity, Your interest in real property, the description of real property, Your authority to act on behalf of a legal entity, and Your contact information; (b) the refusal of a county recorder or similar persons or agency responsible for maintaining the Public Records to record any document created as part of the Services; (c) the failure of county recorders or similar persons or agencies responsible for maintaining the Public Records to properly label or index any document created as part of the Services; (d) the failure of any third party (including, but not limited to, attorneys,

Your Acceptance of this Agreement

title abstractors, or title insurance agents and title insurance underwriters) to locate, read, understand, interpret, disclose or comply with the instructions contained in any document recorded as part of the Services; and (e) any transfer or encumbrance of Your Approved Interest in an Approved Parcel enrolled in the Services that is authorized by You.

10.0 Services Do Not Include Title Insurance. Neither the terms of this Agreement, nor the delivery of the Services, shall be construed to suggest that We are engaging in the business of title insurance or acting as a title insurance agent. While We may review property tax rolls and may review government or third-party websites to obtain deed and ownership information as part of Our enrollment process, We do not conduct an examination of the current title to real property. Our acceptance of Your enrollment for the Services, and Our determination that You have an Approved Interest in an Approved Parcel, is not a representation or warranty by Us that You actually have a legal interest in such Approved Parcel and should not be relied upon by You for that purpose. We are not a licensed title insurance underwriter or title insurance agent in any jurisdiction. The insurance provided as part of the Services is not title insurance.