

TITLEINSIGHT.COM TERMS OF SERVICE

Effective Date: February 6, 2023

Last Updated: February 6, 2023

The Terms of Service Agreement ("Agreement"), created on the effective date and last amended on date above, is made between you ("user," "you" or "your"), and TitleInsight Holdings LLC, a Delaware Limited Liability Company with agent offices at 6 Amandas Way Ocean View DE 19970.

TitleInsight.com provides applications (the "Service") to users in the real estate industry, including title companies (employees, representatives, administrators, and other authorized users) and, others. ("Users" or "you" or "yours") offered from time to time at www.titleinsight.com and other web-based sites (the "Site" or "Sites"). The Service and the Site may be collectively referred to herein as the "Platform". The Service is owned and operated by TitleInsight Holdings LLC ("Company" or "we" or "Us").

Your use of the Service is subject to the terms and conditions set forth in this Terms of Service (the "Terms of Service" or "Terms" or "TOS").

PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING ANY PART OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS OF THIS TOO. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SERVICE. USE OF THE SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF SERVICE.

1. UPDATES TO TERMS OF SERVICE INTEGRATION

We may, in our sole discretion, modify the terms of Service by posting a notice on the Terms of Service page. The "Last Updated" date at the top of the Terms of Service indicates when the latest modifications were made to the TOS. By continuing to access and use the Service you agree to any such modifications. Therefore, you are responsible for reviewing and should become familiar with any such modifications. You are encouraged to review this Terms of Service periodically and to check the "Last Updated" date at the top of the Terms of Service for the most recent version. In addition, when using services or features on the Site, you will be subject to any posted guidelines or policies applicable to such services or features that may be posted from time to time, including but not limited to our Privacy Policy, as noted below. All such guidelines or policies are hereby incorporated by reference into this Terms of Service.

2. SERVICE AVAILABILITY.

2.1. The Service may be modified, updated, interrupted, suspended or discontinued at any time, in the sole discretion of the Company, without notice or liability. The Service may be unavailable at certain periods, including but not limited to systems

failures, anticipated or unanticipated maintenance work, upgrades or force major events.

2.2. The Company reserves the right, at any time, in its sole discretion to modify, temporarily or permanently block access to, suspend, or discontinue the Service, in whole or in part, with or without notice and effective immediately to any User.

2.3. The Company will have no liability whatsoever for any losses, liabilities, or damages you may incur as the result of any modification, suspension, or discontinuation of the Service or any part thereof.

3. PRIVACY POLICY.

Use of the Service is subject to the terms of our Privacy Policy which is hereby incorporated into and made part of this Terms of Service. Please carefully review our Privacy Policy. By using or accessing the Service, you agree to be bound by the terms of our Privacy Policy.

4. AGE.

The Service is meant for those at least eighteen (18) years of age. The use of the service by anyone under this age is a violation of the Terms of Service.

5. INTELLECTUAL PROPERTY.

5.1. You acknowledge that all the intellectual property rights in the Service, including, but not limited to, copyrights, patents, trademarks, and trade secrets, the website design, application design, graphics, text, sounds, pictures, service marks, trade names, domain names, slogans, logos, and other indication of origin that appear on or in connection with any aspect of the Service are either the property of the Company, its affiliates or licensors. and other files and the selection and arrangement thereof (collectively the "Materials") and are subject to and protected by the United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners.

5.2. Subject to this TOS, the Company grants you a limited non-transferable, non-exclusive, revocable, non-sublicensable license to use and access the Service solely for your own personal or internal business purposes. You will not obtain any ownership interest therein through this Terms of Service or otherwise.

5.3. Company authorizes you to view, download and/or print the Materials provided that you keep intact all copyright and other proprietary notices contained in the original materials. Except as expressly authorized by the Terms of Service, you may not copy, reproduce, distribute, republish, perform, display, post, transmit, scrape, copy, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Company or the respective copyright owner. In the absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or

commercial resale purposes. The Company retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. The Company reserves the right to enforce its intellectual property rights fully under the United States and international law.

5.4. Some of the company and product names, logos, brands, and other trademarks featured or referred to within the Service may not be owned by Us and are the property of their respective trademark holders. These trademark holders are not affiliated with, nor do they sponsor or endorse the Service.

6. USE OF THE SERVICE, GENERAL

6.1. You will be required to create an account to use the Service and/or take advantage of certain features, in which case you agree to:

(i) provide true, accurate, current and complete information about yourself as prompted by the Service

(ii) as permitted, maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or Company has reasonable grounds to suspect that such information is false, inaccurate or outdated, Company has the right to suspend or terminate your account and prohibit all current or future use of the Service by you; and

(iii) that your account is for your personal and/or business use. You may not resell the Service.

(iv) by creating an account, you agree to receive certain communications in connection with the Service.

6.2 You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your account. Your account is meant to be private and you shall not share your account for any reason. You agree to immediately notify Us of any unauthorized use of your password or account or any other breach of security. You agree to be responsible for all charges resulting from the use of your account via the Service, including charges resulting from unauthorized use of your account.

6.3 You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts.

6.4. You agree to use the Service only for lawful purposes and that you are responsible for your use of and communications and content you may post via the Service. You agree not to post or transmit any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others' intellectual property rights, impersonates any individual or entity, or otherwise

violates any applicable law. You agree not to solicit personal information from minors. You agree not to use the Service in any manner that interferes with its normal operation or with any other user's use of the Service.

6.5. You may not do any of the following while accessing or using the Service:

(i) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers;

(ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

(iii) access or search or attempt to access or search the Service by any means other than through our currently available published interfaces that are provided by us unless you have been specifically allowed to do so in a separate agreement with Us;

(iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or

(v) disrupt or interfere with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or otherwise creating an undue burden on the Service.

6.6. You may not use manual or automated software, devices, or other processes to "crawl", "scrape", or "spider" any page of the Service. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any part of the Service.

6.7. You further agree that you will not access the Service by any means except through the interface provided by Company for access to the Service. Creating or maintaining any link from another application to any page at the Service without the prior authorization of Company is prohibited. Running or displaying the Service, or any information or material displayed via the Service in frames or through similar means on another website or application without the prior authorization of the Company is prohibited. Any permitted links to the Service must comply with all applicable laws, rules, and regulations.

6.8. The company makes no representation that Materials contained, described or offered via the Service are accurate, appropriate or available for use in any particular jurisdiction or that these Terms of Service comply with the laws of any specific country. Visitors who use the Service do so on their own initiative and are responsible for compliance with all applicable law. You agree that you will not access the Service from any territory where its contents are illegal and that you, and not the Company Parties, are responsible for compliance with applicable law.

6.9. Your use of the Service is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

6.10. Furthermore, you herein agree not to make use of the Services for:

(i) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortuous, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;

(ii) causing harm to any minor in any manner whatsoever;

(iii) impersonating any individual or entity, including, but not limited to, any company, group or forum leaders, or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;

(iv) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;

(v) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;

(vi) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;

(vii) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyer's, "junk mail", "spam" or any other form of solicitation, except in any such areas that may have been designated for such purpose;

(viii) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

(ix) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions;

(x) interfering with or disrupting any of the Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any software and/or routine to bypass the robot exclusion headers;

(xi) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to any securities rules, regulations or laws of any nation or other securities exchange, and any regulations having the force of law;

(xii) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States

government as a “foreign terrorist organization” in accordance to Section 219 of the Nationality Act;

(xiii) stalking or with the intent to otherwise harass another individual; and/or,

(xiv) collecting or storing any personal data relating to any other user in connection with the prohibited conduct and/or activities that have been set forth in the aforementioned paragraphs.

7. THIRD-PARTY WEBSITES

7.1. In the event we include links via the Service to Third-Party websites or services which may include products, goods, services, or information offered therein, these are provided only as a convenience. If you click through using these links to other websites or services, you may leave our Site. We do not control nor endorse any such Third-Party websites or services. You agree that the Company Parties, as defined below, will not be responsible or liable for any content, products, goods, services, or information provided or available via any third-Party website or services or for your use or inability to use a Third-Party website.

7.2. We expressly disclaim any responsibility for the content, legality, decency or accuracy of any information, and for any content, products, goods, services or information, that appear on any Third-Party website or in advertisements or content that Third Parties may have listed or offered on our Site.

7.3. Your interactions with Third Parties found on or through the Service, including payment and delivery of goods or services, if any, conditions, warranties or representations associated with such matters are solely between you and the Third Parties, except as may be otherwise stated herein. You acknowledge and agree that Company is not a party to any transactions you may enter into, except as may be stated herein, using the Service and we shall not under any circumstances be liable for any damages of any kind arising out of or in connection with, or relating to, the content, products, goods, services or information of thirty-Party.

4.4. Notwithstanding anything to the contrary herein, we may have business relationships with Third Parties and may be compensated for our Services by such Third-Parties.

8. USER CONTENT

8.1. “User Content” means any and all information and content that a user submits to, or uses with, the Services, including but not limited to, content in the user’s profile or postings. You may choose to enter this information manually or, where available, synchronize with a third-party website. The Company does not verify the accuracy or completeness of User Content and these may, therefore, be subject to errors.

8.2. You are solely responsible for your User Content. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that

personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate any of the terms of Service.

8.3. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Us. Because you alone are responsible for your user content, you may expose yourself to liability if, for example, your User Content violates these Terms of Service in any way.

8.4. Company does not and is not obligated to backup any User Content, and your user content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content.

8.5. We may, at our discretion, pre-screen User Content submission and may choose to remove User Content at any time we see fit. You agree that the Company is not responsible for any financial loss, liability, or damage of any kind that you may incur as a result of our removing or refusing to publish User Content.

8.6. We reserve the right, but have no obligation, to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms of Service or otherwise create liability for Us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

8.7. You understand that the Company is not liable for any third-party communications that you may receive from third parties or affiliates of the Company, in connection with your account. You are solely responsible for evaluating and verifying the identity and trustworthiness of any correspondence you receive. The Company makes no representations or warranties with regards to the accuracy, trustworthiness, or identity of third-party communications.

8.8. Suggestions and Improvements. By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant Us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sub-license the Feedback, and (v) you irrevocably waive and cause to be waived, against the Company Parties and its users any claims and assertions of any moral rights contained in such Feedback.

9. TERM AND TERMINATION

9.1. Subject to this section, the Terms herein will remain in full force and effect while you use the Service. We may suspend or terminate your rights to use the Service (including your account) at any time for any reason, or no reason, at our sole discretion, including for any use of the Service in violation of these Terms.

9.2. Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your account may involve deletion of your User Content associated with your Account from our live databases.

9.3. The Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your account or deletion of your user content. You may terminate your use of the Company Service at any time

10. REPRESENTATIONS.

You expressly acknowledge, represent, warrant, and agree that you understand:

10.1. The information contained herein is for informational purposes only and is not intended as nor should be construed as advice or recommendations and are not guaranteed to produce results.

10.2. The company does not warrant or guarantee the suitability or availability of any material or content, including without limitation any, data, products, or services, found through the service.

10.3. The company does not screen the authenticity or quality of any material or content or any provider of material or content, including, data, products, or services found through the service.

10.4. The company makes no representations or promises regarding any material or content, and that some of the material or content provided via the Service may be owned or licensed by Third Parties.

10.5. The company is not a party to any transaction between you and any provider of products or services via the Service except as may be specifically stated herein. Any dispute shall be resolved between yourself and the provider of such products or services or your customer.

10.6. Any information, including any data, Company Materials, or content on the Site, including on any Company Facebook, Instagram, Twitter, or other social media pages, are for informational purposes only.

10.7. You assume all risk when using the Service, including all the risks associated with any online or offline interactions with other users, providers of products and services, and from additional fees or charges from your mobile carrier.

10.8. You are of legal age to form a binding contract and are at least the age as noted earlier herein, or of the age of majority where you reside, or you have the authority of such legal entity to form a binding contract; all registration information you submit is accurate and truthful; you will maintain the accuracy of such information, and you are legally permitted to use and access the Service and take full responsibility for the selection and use of and access to the Service.

11. INDEMNIFICATION

11.1 You agree to indemnify, defend and hold harmless the Company, its parents, subsidiaries and other affiliated companies, and their respective officers, directors, employees, agents and other representatives (collectively, the "Company Parties") against all claims, demands, causes of action, losses, expenses, damages, and costs (including any reasonable attorneys' fees), resulting from or arising from or relating to your use of the Service, any activity related to your account by you or any other person permitted by you, any Content that you submit to, post on or transmit through the Service, your breach of this Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Service. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with Us in the defense of any such claim, action, settlement or compromise negotiations, as requested by Us.

11.2. You hereby release and forever discharge the Company Parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service, including any interactions with, or act or omission of, other Service users or any Third-Party Sites, including but not limited to:

- (i) your use of the Service,
- (ii) any activity related to your accounts by you or any other person,
- (iii) your violation of this Terms,
- (iv) your infringement or violation of any rights of another,
- (v) your violation of applicable laws or regulations, or
- (vi) your User Content.

11.3. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Us, and you agree on to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

12. WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY

You expressly understand and agree that:

12.1. Your use of the Service is at your sole risk. The Service and the associated materials and content are provided on an "as is" and "as available" basis. The Company, its parents, subsidiaries and other affiliated companies, and their

respective officers, directors, employees, agents and other representatives (collectively, the "Company Parties"), expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a purpose and non-infringement. Without limiting the generality of the foregoing, the Company Parties make no warranty that: (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) information that may be obtained via the Service will be accurate or reliable; (iv) the quality of any and all products, services, information or other materials, including all merchandise, products, goods or services, obtained or purchased by you directly or indirectly through the company Service will meet your expectations or needs; and (v) any errors in the Service will be corrected.

12.2. The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the service, including any liability: (i) as a publisher of information; (ii) for any incorrect or inaccurate information or any 'bug' of the Service; (iii) for any unauthorized access to or disclosure of your transmissions or data; (iv) for statements or conduct of any third party on or via the Service; (v) for any disputes between users of the Service or between a user of the service and a Third Party; or (vi) for any other matter relating to the Service or any Third Party. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises the Company Parties of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Company and you. The products, information, and services offered on and through the Service would not be provided to you without such limitations.

12.3. Notwithstanding the foregoing, the sole and entire maximum liability of the Company Parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the charges paid by you directly to the company via the service, if any, for services provided solely and directly by Company to you in the three (3) months prior to such cause or claim or alternatively if there were no charges paid to the Company a maximum of One Hundred Dollars (\$100).

12.4. You agree that regardless of any statute or law to the contrary, any claim you may bring must be filed within one (1) year after the cause of action occurred or it will be permanently barred.

12.5. Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

12.6. If you are a California resident, you shall and hereby do waive California Civil code section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing

the release, which, if known by him must have materially affected his settlement with the debtor.”

13. PURCHASES AND PAYMENTS

13.1. Purchase of Services. Your contract for the purchase of Services, if any, is completed once you confirm your purchase and performance of this contract begins as soon as the purchase is complete.

13.2. Pricing. Pricing and availability of all Services for sale, if any, displayed through the site are subject to change at any time before you click the button indicating that you want to purchase such Services.

13.3. Payment Processing Methods. The company may make available various payment processing methods to facilitate the purchase of the Service. You must abide by any relevant terms and conditions or other legal agreements with third-party payment processors, that govern your use of a given payment processing method. The company may add or remove payment processing methods at its sole discretion and without notice to you. Once your purchase is complete, Company or the payment processor may charge your credit card or another payment method that you provide Us for any Services purchased, along with any additional applicable amounts (including any taxes). You are solely responsible for all amounts payable associated with purchases you make via the Service.

13.4. Disputes. In the event, you dispute any Services supplied by Company you must notify the reasons in writing to Us at the email address below, within fourteen (14) days of the charge date, failing which you lose any right to dispute the quality of the Services or value.

14. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE

14.1. The Company respects the intellectual property rights of others. Per the DMCA, we will respond expeditiously to claims of copyright infringement on the Site if submitted to our Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, the Company will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringer of copyright-protected content.

14.2. Procedure for Notifying the Company of Copyright Infringement. If you believe that your intellectual property rights have been violated by Us or by a third party who has uploaded materials to our website, please provide the following information to the designated Copyright Agent listed below:

(i) A description of the copyrighted work or other intellectual property that you claim has been infringed;

(ii) A description of where the material that you claim is infringing is located on the site;

(iii) An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not TitleInsight Holdings LLC can contact you;

(iv) A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;

(v) A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;

(vi) Your electronic or physical signature.

14.3. We may request additional information before removing any allegedly infringing material. In the event we remove the allegedly infringing materials, we will immediately notify the person responsible for posting such materials that we removed or disabled access to the materials. We may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c). the Company's designated Copyright Agent is:

Richard Sochor / rsochor@titleinsight.com

15. APPLICABLE LAW AND JURISDICTION.

Your use of the Service is governed by and will be enforced under the laws of the State of Delaware without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the above-stated jurisdiction. Any controversy, claim, suit, injury, or damage shall be heard on an individual basis and shall not be consolidated with any controversy, claim, suit, injury, or damage of any other party. IN ANY CLAIM, ACTION, OR PROCEEDING TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE TERMS OF SERVICE INCLUDING, WITHOUT LIMITATION, RELATING TO YOUR USE OF THE SERVICE, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

16. ARBITRATION.

Any controversy or claim related to the Service or this Terms of Service shall be first be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and before a single arbitrator located in the aforementioned jurisdiction. You agree that printed copies of any and all agreements and/or notices in electronic form are admissible in any legal or regulatory proceedings. The company may seek any interim or preliminary relief from a court of competent jurisdiction in the State listed above necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

17. MISCELLANEOUS.

(i) These Terms of Service constitute the entire agreement between Company and each user of the Service with respect to the subject matter of these Terms of Service.

(ii) If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.

(iii) The failure of the Company Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Service. You may not assign your obligations or rights hereunder to another entity or individual. We may transfer, assign, or delegate these Terms of Service and its rights and obligations without your consent.

(iv) We shall have no liability to you hereunder if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Us or any other party), failure of a utility service or transport or telecommunications network, the act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

(v) No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind Us in any respect whatsoever.

(vi) No action arising out of these Terms of Service or your use of the Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

TITLEINSIGHT.COM PRIVACY POLICY

Effective Date: February 6, 2023

Last Updated: February 6, 2023

DISCLAIMER FOR CALIFORNIA USERS.

Your privacy and rights under the California Consumer Privacy Act (CCPA) and the California Online Privacy Protection Act (CalOPPA) are important to us. We offer this document as a resource to view how we collect, manage, store, and use your Personal Information in the day-to-day running of our website. This Privacy Policy, intended for California residents, can be applied to all website users to disclose how we collect, manage, store, and use your Personal Information as defined under CIV 1798.140(v) of the California Consumer Privacy Act (CCPA).

1. WEBSITE

The Privacy Policy ("Policy"), created on the effective date and last amended on date above applies to the website named TitleInsight (Website) located at www.titleinsight.com and maintained by TitleInsight Holdings LLC ("Company", "we", "our", "us"), a Delaware Limited Liability Corporation with agent offices at 6 Amandas Way Ocean View DE 19970.

Additional information and requests can be made via email at privacy@titleinsight.com.

2. PERSONAL INFORMATION COLLECTED

1.1 The Website may collect real names or alias, business postal addresses, business phone numbers or mobile phone numbers, third party business related websites URLs (such as LinkedIn and Facebook), e-mail addresses, account names, Identifiers related to business transactions, credit card numbers, debit card numbers or other financial information

1.2 Commercial information including records of services obtained, considered, provided or other purchasing or consuming histories or tendencies, Internet Protocol (IP) of addresses, referring web pages, browser used, date and time and web pages requested.

1.3 Internet and other similar network activity including Internet Protocol (IP) of addresses, referring web pages, browsers used, date and time and web page browsing history, search history, and information on a user's interaction with this or other websites and applications.

1.4 Geolocation data including physical location or movements. For example, city, state, country, and ZIP code associated with your IP address or derived through Wi-Fi triangulation; and, with permission in on your mobile device settings, and precise geolocation information from GPS-based functionality on your mobile devices.

1.5 Professional or employment related Information including Authorized User's current employment and Authorized User's entered content.

Hereinafter known as "Personal Information."

3. SOURCES OF INFORMATION WE COLLECT

1.1 Using the website we collect certain information from your activity on our website, starting when you first arrive and accessing it on an electronic device. We may collect your IP address, device ID, browser type, operating system, internet service provider, pages visited (including clicks and duration), and other related log information. For mobile phones, we may collect your device's GPS signal or other information about nearby Wi-Fi access points and cell towers.

1.2 Creating a User Profile or Account we may collect information directly from you or an agent authorized to act on your behalf. For example, if you, or someone acting on your behalf, provides your name and e-mail to create a profile or an account. We also collect information indirectly from you or your authorized agent. This can be done through information we collect from you while providing content, products, or services.

4. COOKIES POLICY

Currently, our website uses cookies to provide you with the best experience possible. We, in addition to our service providers, affiliates, agents, or other parties in connection with the website, may deploy cookies, web beacons, local shared objects, and other tracking technologies for various purposes. Such shall be for business use, marketing purposes, fraud prevention, and to assist in the day-to-day operations of the website.

Cookies act as data that is communicated between a user's web browser and a website or application. They are stored on your device to help track their areas of interest, provide the best experience possible, and customize the content, products, services, offerings, and advertisements served on the website. Most web browsers adjust to your browser's settings to decline or delete cookies, but doing so may degrade the experience with our online services.

If you would like to know more about cookies and how they are used, please visit www.allaboutcookies.org.

You can set your browser not to accept cookies, and the above website tells you how to remove cookies from your browser. However, in a few cases, some of our website features may not function as a result. We may collect and use the following types of cookies.

1.1 Essential cookies that are technically necessary to provide website functionality. They act as a basic form of memory, used to store the preferences selected by a user on a given website or application. They are essential to browsing functionality and cannot be disabled by users. As an example, an essential cookie may be used

to recognize a past user from having to log in each time they visit a new page in the same session.

1.2 Performance and function cookies are used to enhance the performance and functionality of a website but are not essential to its use. However, without these cookies, certain functions (like videos) may become unavailable.

1.3 1-Pixel Image including clear GIFs, pixel tags, or web beacons, which are generally 1-pixel, are transparent images located on a webpage or in an e-mail or other trackable source and may be used on our website in addition to any other communication offered by us. They are often used in connection with advertisements served to you that are interacted with, whether on our website or another online service and shared with us. This type of tracking is specifically meant to recognize users, assess traffic patterns, and measure site or campaign engagement.

1.4 Local Shared Objects, sometimes known as "flash cookies," may be stored on your device using a media player or other software. Flash cookies are similar to cookies in terms of their operation but may be managed in your browser in the same manner.

1.5 First (1st) party cookies are stored by a domain (website) you are visiting directly. They allow us to collect analytics data, remember preferred settings (e.g., language, currency, etc.), and perform related functions. Third (3rd) party cookies are created by domains other than those you are visiting directly, hence its name "third (3rd) party." They may be used for cross-tracking, retargeting, and ad-serving.

1.6 Advertising cookies are used to customize a user's ad experience on a website. When using data collected from cookies, it can prevent the same ad from appearing multiple times in the same session or that does not offer a pleasant experience. Advertising cookies may be used to serve a user with related services, products, or offerings that they may have shown a level of related interest in their past user history.

5. ADVERTISEMENTS

Our website does not show advertisements to users. This includes affiliate ads or any products and services offered by 3rd parties.

6. HOW WE USE PERSONAL INFORMATION

We may use or disclose your Personal Information for the following purposes:

1.1 Offerings to provide products, services, and offerings that serve the best-matched advertisements.

1.2 Obligations to carry out any obligations for paid products, services, offerings, or any obligations under our terms and conditions or terms of use.

1.3 To get feedback on website improvements and generally provide an overall better experience.

1.4 For testing, research, and analysis, of user behavior on the website.

1.5 Protection against fraud, safeguard data, and the general security of the website.

1.6 To detect security incidents, verify human users, and avoid being subject to malicious, deceptive, fraudulent, or illegal activity.

1.7 To respond to law enforcement requests as required by applicable law, court order, or governmental regulations.

1.8 As described for the intended purpose when collecting your personal information.

1.9 To evaluate or conduct a merger, divestiture, restructuring, reorganizing, dissolution, or outright sale, either wholly or partially, of our assets in which your Personal Information becomes a part of such sale.

Our usage of your Personal Information may change over time, and when such changes occur, we will update this Privacy Policy accordingly.

7. SELLING PERSONAL INFORMATION

Our policy is that we **DO NOT** sell your personal information. If this should change, you will be notified and this Privacy Policy will be updated.

8. SHARING PERSONAL INFORMATION

We disclose your Personal Information to 3rd parties for business purposes. The general categories of 3rd parties that we share with are as follows:

1.1 Our 3rd party service providers that, without their services, our website would not be able to function in its current manner;

1.2 Affiliated websites and businesses in an effort to bring you and our users improved services, products, and offerings;

1.3 Other companies, affiliate partners, and 3rd parties that help us advertise products, services, and offerings to you, other users, and potential new customers;

1.4 Third (3rd) parties to whom you, or an authorized agent on your behalf, authorized us to disclose your Personal Information;

1.5 Third (3rd) parties or affiliates in connection with a corporate transaction, such as a sale, consolidation, or merger of our financial institution or affiliated business; and

1.6 Other third (3rd) parties to comply with legal requirements or to disclose Personal Information to government authorities per the rule of law.

In the last 12 months, it is recognized that we have disclosed the aforementioned categories of Personal Information for business purposes.

9. RIGHT AND CHOICES

This Section describes your rights and choices regarding how we collect, share, use, and protect your Personal Information, how to exercise those rights, and limits and exceptions to your rights and choices.

1.1 The rights and choices in this Section do not apply to you if the information being collected is:

- (i) aggregate user information,
- (ii) deidentified Personal Information, and
- (iii) publicly available information.

1.2 If the above exceptions do not apply, and you have not made this request more than twice in a 12-month period, you have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months from the date we receive your request. Once we receive and confirm your request on your behalf, we will disclose it to you or your representative:

- (i) the categories of Personal Information we collect,
- (ii) the categories of sources for the Personal Information we collect,
- (iii) our business or commercial purpose for collecting such Personal Information,
- (iv) the categories of third parties to whom disclosed the category of Personal Information for a business or commercial purpose,
- (v) the business or commercial purpose for which disclosed the category of Personal Information and
- (vi) the specific pieces of Personal Information we collected about you in a form that you can take with you (also called a "Data Portability Request").

1.3 You have the right to request that we delete any of your Personal Information that we collect from you and retain, subject to certain exceptions. Once we receive and verify your request, we will delete and direct our service providers to delete your Personal Information from our records unless an exception applies. We may deny your deletion request if retaining the Personal Information is necessary for us or our service providers to:

- (i) complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you,

- (ii) detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those for such activity,
- (iii) debug to identify and repair errors that impair existing intended functionality,
- (iv) exercise free speech, or exercise another right provided by law,
- (v) engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws when the businesses' deletion of the Personal Information is likely to render impossible or seriously impair the achievement of such research if you previously provided informed consent and
- (vi) enable solely internal and lawful uses of such Personal Information that are compatible with the context in which you provided it.

1.4 To exercise the access, data portability, deletion rights, or any other rights mentioned herein, a consumer or a consumer's authorized agent may submit a verifiable request to us by using the contact details mentioned herein.

1.5 You may only make a verifiable consumer request for access or data portability in relation to this Section. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information is related to you.

1.6 Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided via a verifiable consumer request to verify the requestor's identity or authority to make the request.

1.7 An authorized agent is any person or legal entity registered with the Secretary of State or similar office that you have authorized to act on your behalf. If a request is made by an authorized agent acting on your behalf, we may require the following:

- (i) submission of evidence by you with your permission for the authorized agent to submit a verifiable request on your behalf,
- (ii) for you to directly acknowledge, via electronic communication, that the authorized agent is allowed to act on your behalf,
- (iii) require the authorized agent to verify their identity or
- (iv) for a power of attorney document to be submitted that is signed in accordance with state law.

We reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf and cannot verify their own identity to us.

1.8 As required under privacy laws, we agree to respond to any verifiable consumer request within 45 days of its receipt. If we require more time, with a maximum of 90 days, we will inform you, in writing, of the reason. Such notification will be by e-mail unless there is another preferred communication method provided.

If applicable, the response we provide will also explain the reasons we cannot comply with a request. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the Personal Information from one entity to another entity without hindrance.

No fee will be charged to process or respond to your verifiable consumer request.

1.9 We do not discriminate against you for exercising any of your rights in this Privacy Policy and under applicable laws. Unless permitted by law, we will not:

- (i) deny you services,
- (ii) charge you different prices or rates for services, and offerings, including through granting discounts or other benefits, imposing penalties or
- (iii) provide you with a different level of quality of goods or services.

10. CHANGES AND AMENDMENTS.

We reserve the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this Privacy Policy, we agree to notify you by e-mail or other preferred communication methods.

11. LINKING TO 3RD PARTIES

We may provide links to 3rd party sources such as websites, applications, content, or software ("3rd Parties"). When you use a link online to visit 3rd Parties, you will be subject to their privacy policy and the jurisdiction of governing law. It is recommended to familiarize yourself with its terms and disclosures regarding your Personal Information. We are not responsible for the handling of your Personal Information when using, accessing, or visiting 3rd Parties.

12. SECURITY & PROTECTION

We use reasonable physical, electronic, and procedural safeguards that comply with federal standards to protect and limit access to Personal Information. This includes device safeguards used in accordance with industry standards.

It is understood by you that the Personal Information you submit to us electronically may not be secure when it is transmitted to us. Specifically, we recommend that you do not use unsecured or public channels to communicate sensitive or confidential information.

13. CONTACT

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Information, your choices, or your rights regarding such use, or wish to exercise your rights, please do not hesitate to contact us by using the details mentioned in this Privacy Policy.