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APPRAISER ONLINE AGREEMENT

Clearbox®, LLC offers an online interactive database of appraiser credentials to lenders and Appraisal Management Companies and other users for the purpose of due diligence and engagement.

You agree that by registering, accessing or using our services, **you are agreeing to enter into a legally binding contract** with Clearbox®, LLC (even if you are using our Products on behalf of a company). If you do not agree to this contract do not access or otherwise use any of our Products. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Products.

This agreement governs your use of any Clearbox Products (the "Products" or "Product") as displayed on the Clearbox.com site.

1. **USER SUBMITTED DATA.** Any information entered by you or on your behalf must be true and accurate. It is your sole responsibility to verify and/or correct all information that is included in your Clearbox profile. Sample appraisals must be properly redacted to remove all confidential information. Information you provide in your profile will be accessible by each of our users. You agree to only add information that does not violate any laws or the rights of any person. All information is voluntarily submitted and becomes the sole property of Clearbox to utilize, share and distribute.

2. **BACKGROUND CHECKS.** All background checks ordered on your behalf are provided by a third party. Your background check must be reviewed by you to ensure accuracy. If incorrect or misleading information is found, please email us at help@clearbox.com immediately. After the background check is reviewed, you decide if you want to keep your results private or share your background check with Clearbox's subscribers.

3. **CREDIT CARD PAYMENTS.** Your credit card information is not stored or retained to help guard against theft.

4. **PASSWORD SECURITY.** Your username for Clearbox is the email address you register with. Each Clearbox account requires a separate email address. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; and (3) not transfer any part of your account. You are responsible for anything that happens through your account unless you close it or report misuse.



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5. **LIABILITY.** TO THE EXTENT PERMITTED UNDER LAW, CLEARBOX SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE PRODUCTS. ANY MISUSED OF THE DATA PROVIDED BY CLEARBOX WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

6. **DISCLAIMER OF WARRANTIES.** TO THE EXTENT ALLOWED UNDER LAW, CLEARBOX (A) DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DOES NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDES THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

7. **HOLD HARMLESS.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Appraiser hereby expressly agrees to hold harmless Clearbox®, LLC, its successors or assigns against all suits, actions, claims, demands, or damages that arise from the data management and storage of business documents.

8. **Intellectual Property Rights.** Clearbox reserves all of its intellectual property rights in the Products. Using the Products does not give you any ownership in our Products or the content or information made available through our Products. Trademarks and logos used in connection with the Products are the trademarks of their respective owners.

9. **CHANGE OF TERMS.** Clearbox may change the terms of this agreement at any time by posting notice that the terms have been updated. By using the Clearbox service after any change is made to this agreement, you agree to be subject to all such changes.

10. **SEVERABILITY.** If any part of this agreement is found unenforceable, the remainder of this agreement shall continue in full force and effect.

11. **DURATION OF AGREEMENT.** All terms and conditions contained in this agreement shall apply to both you and your legal representatives into perpetuity.

12. **GOVERNING LAW.** You and Clearbox agree that the laws of the State of Maryland, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and Clearbox both agree that all claims and disputes can be litigated only in the federal or state courts in Maryland, USA, and you and Clearbox each agree to personal jurisdiction in those courts.



13. **LEGAL FEES AND COSTS.** In the event legal action is taken by or against appraiser and Clearbox prevails, appraiser agrees to reimburse Clearbox for all reasonable attorney's fees, costs and expenses it incurs in pursuing such legal action. Appraiser also agrees to be held responsible for all legal fees and costs incurred by Clearbox in enforcing any judgment against appraiser.

14. **TERMINATION.** Both you and Clearbox may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services.

15. **CLEARBOX DO'S AND DON'TS**

You agree that you will:

- a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, tax laws, and regulatory requirements;
- b. Provide accurate information to us and keep it updated;
- c. Use your real name on your profile; and
- d. Use the Products in a professional manner.

You agree that you will not:

- a. Create a false identity on Clearbox, misrepresent your identity, create a profile for anyone other than yourself (a real person), or use or attempt to use another's account;
- b. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Products or otherwise copy profiles and other data from the Products;
- c. Override any security feature or bypass or circumvent any access controls or use limits of the Products;
- d. Copy, use, disclose or distribute any information obtained from the Products, whether directly or through third parties (such as search engines), without the consent of Clearbox;
- e. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));



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- f. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;
- g. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Products;
- h. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Products or related data or access to the same, without Clearbox's consent; and/or
- i. Interfere with the operation of, or place an unreasonable load on, the Products.