CondoTek Terms of Service

Our Terms of Service were last updated on 11/11/2022

Please read these terms and conditions carefully before using our Services. These terms and conditions govern the use of CondoTek's proprietary web-based Platform, your User Accounts, and the provisioning and use of our individual Services and Products.

Acknowledgement

These are the Terms of Service governing the use of CondoTek's Service and the agreement that operates between the User and CondoTek. User is defined as the individual accessing or using the CondoTek Platform and/or Service, and the company, or other legal entity, on behalf of which such individual is accessing or using the Platform and/or Service. Together, User and CondoTek are the Parties to this Terms of Service.

User and CondoTek are both sophisticated Parties and fully acknowledge that they have read and understood the Terms of Service. User in typically in, but not limited to, business of providing purchase money mortgage loans to enable purchasers and prospective purchasers ("Purchasers") to purchase residential condominium and cooperative units or otherwise work or act as agent for an interested Third-Party to such a transaction. CondoTek, Inc. ("CondoTek") is in the business of providing real estate services focused in the condominium and cooperative industry.

These Terms of Service set out the rights and obligations of all Users regarding the use of the Platform and/or Services. User's access to and use of the Platform and/or Services is conditioned on User's acceptance of and compliance with these Terms of Service. By accessing or using the Platform and/or Services User agrees to be bound by these Terms of Service. Additionally, User's order and payment for any Products or Services is User's express acceptance of these Terms of Service.

1.   Services

1.1   Scope of Services. CondoTek agrees to perform the services ("Services") and provide the deliverables resulting from the Services ("Deliverables") as further defined in the Service Specific Terms below Services may include: Condo Project Warrant and Co-op Project Warrant (each "CPW" respectively), CondoPak, CoopPak and Training Services.

1.2   Quantity of Services; Location of Performance. These Terms of Service neither authorizes CondoTek to provide, nor commits User to order any Services. Unless otherwise, all Services must be performed in the United States.

1.3   Changes to Services. CondoTek may make changes to Services and Deliverables provided by CondoTek under these Terms of Service by giving User a change notice, including but not limited to constructive written notice on CondoTek's Platform. User will not unreasonably withhold delay, or condition its consent to any change. Following the issuance of a change notice, if User objects to the changes User must discontinue use of the Platform and/or Services. User's continued usage of the Platform and/or Services constitutes consent.

1.4   Electronic Ordering & Delivery. User and CondoTek agree to that all ordering and delivery of Services shall be done through CondoTek's online Platform. User will be provisioned a User Account, with a unique User Name and Password. CondoTek may cancel provisioning at any time if it believes it to be in its best interest as set forth in the Termination section. CondoTek does offer support for ordering and delivery of certain Services through certain Third-Party provider (e.g. EllieMae Encompass, etc), but CondoTek makes no representations or warranties about their software or process and User remains subject to the Third-Party's own Terms or Agreements when utilizing them. No orders or changes to orders may be placed or will be

accepted by email, telephone, or other means without the express written approval of CondoTek.

1.5   Third-Party Consent. By using certain Services, including but not limited to CondoPak, Co-opPak, and CPW, User acknowledges that CondoTek may be a packager of information provided by or through Third-Party sources. User grants CondoTek permission to acquire documents, data, and other information from Third-Party sources on User's behalf. Third-Party sources may charge a fee for those documents, data, and information collected on User's behalf. Any cost differential between the Third-Party fee and CondoTek's fee for the related Service is acknowledged as a "service fee" for the acquisition, packaging and delivery. User acknowledges CondoTek is NOT a reseller of any materials obtained on User's behalf. Such materials may be subject to copyright, license or other terms of service from the Third-Party.

2.   COMPENSATION

2.1   Compensation. Users agrees to pay CondoTek those fees as set forth at the time an order is placed through CondoTek's platform and as set forth for each respective Service as specified here in these Terms of Service. User will pay at time of order of CondoTek's Services through the online Platform's payment methods unless CondoTek has provided User a Monthly Billing Account Code, which will then be provided at time of order instead. CondoTek will not provide Services and/or Deliverable until payment is made, unless order is added to a Monthly Billing Account Code which will reconciled on a monthly basis as per the below. Any Service Level Agreements, milestones or any other time related agreements for Services and/or Deliverables will only begin after completion of payment.

2.2   Invoicing. For User's who pay at time of order, User will be provided an invoice for their records upon making payment. For User's who pay utilizing a Billing Account Code, an itemized invoice of charges will be provided monthly, and User will have ten (10) business days to make payment.

2.3   Fee Pass-Through; Responsibility for Payment Remains with User. User may pass through fee to User's customer as permitted by User's customer and evidenced by a Credit Card Authorization form or some other form of written Authorization. Written Authorization does not need to be delivered to CondoTek but should be held on file with User. In the event of a failure to make payment, chargeback or disputed charge by any Party or Third-Party, User will make every effort to assist CondoTek in making a reasonable effort to overturn or resolve the dispute, but if User and CondoTek are unsuccessful, the User orderer will be ultimately responsible for payment.

2.4   Effect of Late Payment on Work; Interest Fees; Other Related Terms. Any Fee not paid within thirty (30) days will bear interest thereafter at an annual rate equal to the Prime Rate as reported from time to time in the *Wall Street Journal* plus 500 basis points (5.00%) (the "Default Rate") and, at CondoTek's option, all work will cease until payment is received. CondoTek reserves the right to also terminate or suspend User's provisioned access to the online Platform. User will be given notice and a reasonable opportunity to cure that default before CondoTek's exercises its right to terminate or suspend the User. If User fails to pay, when due, any undisputed amount payable hereunder or fails to fully perform its obligations hereunder, User agrees to pay, in addition to any amount past due, plus interest accrued thereon at the Default Rate, all reasonable expenses incurred by CondoTek in enforcing the Terms of Service including, but not limited to, all expenses of any legal proceeding related thereto and all reasonable attorneys' fees incurred in connection therewith as well as any expenses of a collection service used to collect any fees due. No failure by CondoTek to request any such payment or to demand any such performance shall be deemed a waiver by CondoTek of User's obligations hereunder or a waiver of CondoTek's right to terminate Provisioning.

2.5   Effect of Non-Payment on Work Product; Compensation Due Regardless of Outcome. If any fee is not paid and cleared before or after delivery, the Work Product and any Warranties, Transfer or any other Guarantee provided by CondoTek related to the Service and its Work Product are null and void. Compensation is required regardless of outcome or determination of any Service, especially but not limited to, Project Reviews that determine a requested project is not eligible or warrantable under the reviewed programs rules.

3.   TERMINATION

3.1 <u>Termination or Suspension</u>. CondoTek may terminate or suspend a User's account and access to the Platform and/or Services at any time with or without cause, including upon User's breach of any of the Terms of Service.

3.2 <u>Effect of Termination or Suspension</u>. Termination or suspension of a User is without prejudice to any other right or remedy of the parties to this Terms of Service. Upon termination or suspension, User's right to use the Platform and/or Services shall cease immediately. Termination or suspension does not relieve User from any liabilities, financial or otherwise, that may have accrued prior to, including without limitation any balances remaining due on User's Billing Account if User has one. Except for the duties and obligations incumbent upon the parties pursuant to the Confidentiality, Data Security, Exclusions from Limitations of Liability, and Indemnification provisions of These Terms of Service, all other rights and obligations of the parties under this Terms of Service shall cease except for Users' obligation to make any payment of any Fees accrued on or prior to the date of termination

3.3 <u>Termination for Insolvency</u>. If User becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then CondoTek may, by giving written notice thereof to User, terminate Provisioning as of a date specified in such notice of termination.

4.   CONFIDENTIAL INFORMATION

4.1 <u>General</u>.
(A)   Each Party acknowledges that while performing its obligations under these Terms of Service or in the use of the Platform and/or Services, it may have access to the other Party's Confidential Information. "Confidential Information" means: (i) the discussions, negotiations and proposals related to the Platform and/or Services; and (ii) any information exchanged in connection with the Platform and/or Services concerning the other Party's business including, tangible, intangible, visual, electronic, written, or oral information, whether received directly or indirectly from the other Party, or in the case of Users, from User's customers. Confidential Information does not include information that: (1) was known or available to receiving Party prior to acceptance of Terms of Service without breach of a duty of confidentiality by the receiving Party or a third party; (2) is or becomes available to the public, other than by breach of the Terms of Service;) is independently developed by the receiving Party.
(B)   The receiving Party may use the Confidential Information only to perform its obligations under these Terms of Service. The receiving Party must use the same care to protect the disclosing Party's Confidential Information, as it provides to protect its own Confidential Information. In no event will the receiving Party fail to use reasonable care to avoid unauthorized use, including disclosure, loss or alteration of the disclosing Party's Confidential Information.
(C)   User may disclose CondoTek's Confidential Information to its agents, contractors and legal representatives if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as these Terms of Service. CondoTek may disclose User's Confidential Information to CondoTek Personnel if they have a need to know and obligation to protect the Confidential Information that is at least as restrictive as these Terms of Service.
(D)   The receiving Party may disclose Confidential Information only to the extent required by law if the receiving Party (i) gives the disclosing Party prompt written notice of the required disclosure and (ii) makes a reasonable effort to obtain a protective order.

4.2 <u>Injunctive Relief</u>. Each Party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, CondoTek may seek injunctive relief against User in any court of competent jurisdiction for the breach or threatened breach of this Section 4 in addition to any other remedies in law or equity.

5.   OWNERSHIP

All tangible and intangible items or information that User receives from CondoTek and all information received by CondoTek from a third party on User's behalf, that is paid for, in whole or in part, by either Party, is the property of CondoTek, with exception to those materials obtained pursuant to Section 1.5, in which case User grants to CondoTek an irrevocable license to possess, use, and otherwise benefit from those excepted materials without restriction. CondoTek grants User a license to that CondoTek property in furtherance of the business uses intended by these Terms of Service, but license may be revoked at any time with all CondoTek property to be returned to CondoTek by User.

6.   INDEMNIFICATION

6.1   <u>User's General Third-Party Indemnity</u>. User will indemnify and defend CondoTek, and their respective directors, officers, agents and employees (each, a "CondoTek Indemnitee") from and against all Damages arising out of a claim by a third party against a CondoTek Indemnitee to the extent they have resulted from (a) actual or alleged breach of these Terms of Service, (b) actual or alleged failure to promptly pay sums due to third parties, (c) actual or alleged violation of any law, rule, regulation or authority or (d) gross negligence, intentional misconduct or other acts or omissions.

6.2   <u>Indemnification Procedures</u>.
(A)   Promptly upon becoming aware of any matter which is subject to the provisions of Section 6 (each a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.
(B)   The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.
(C)   If the Indemnifying Party (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within thirty (30) days after receipt of a notice of a Claim or (ii) fails to proceed in good faith with the prompt resolution of the Claim, then the Indemnified Party, with prior written notice to the Indemnifying Party, and without waiving any rights to the indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.
(D)   Neither Party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim) (i) if the Indemnified Party fails to promptly notify the Indemnifying Party of the Claim and fails to provide reasonable cooperation and information to defend or settle the Claim; and (ii) if, and only to the extent that, the failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

7.   LIMITATION OF DAMAGES

Except with the respect to (a) those Damages for which a Party has an obligation of indemnity under these Terms of Service, (b) any grossly negligent, willful or fraudulent act or omission, and (c) any breach of provisions related to Confidential Information or either Party's marks, neither Party will be liable to the other for consequential, indirect or punitive damages for any cause of action, whether in contract, tort or otherwise. Consequential damages include, but are not limited to, lost profits, lost revenues and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

8.   DISPUTE RESOLUTION

8.1   <u>Continuing Performance</u>. CondoTek will continue performance and User shall continue to pay accrued charges as per Section 2 during the pendency of any dispute, unless CondoTek terminates these Terms of

Service in accordance with its terms.

8.2   <u>Dispute Resolution Generally</u>. The Parties will attempt to resolve any dispute under these Terms of Service using the following methods. First, the Parties will attempt to resolve the dispute through negotiations between the Parties' authorized corporate officers. Any preliminary-dispute resolution between corporate officers will be treated as confidential compromise and settlement negotiations under the federal and state rules of evidence. If this preliminary-dispute resolution fails, the Parties may agree to any form of alternative-dispute resolution ("ADR"), including mediation or arbitration. If the Parties agree to ADR, each Party will bear its own costs of the ADR, including the cost and expense of any legal counsel, consultants or third parties retained by it for the ADR. Each Party will also equally share any third-party costs associated with the administration of the ADR. Nothing in this Section 9.2 requires a Party to use ADR to resolve a dispute. Nothing in this Section 9.2 prevents or limits a Party from asserting its rights and remedies provided elsewhere in these Terms of Service.

8.3   <u>Governing Law and Venue</u>. These Terms of Service are governed by the laws of the State of Pennsylvania without regard to its choice-of-law or conflicts-of-law principles or rules. The Parties must bring any action or proceeding under these Terms of Service, or arising under or relating to these Terms of Service, exclusively in the Pennsylvania state or federal courts. The Pennsylvania state and federal courts will have exclusive subject-matter jurisdiction to decide any dispute arising out of or relating to these Terms of Service.

8.4   <u>Waiver of Jury Trial</u>. User knowingly, intentionally and voluntarily waives any present and future rights (a) to a jury trial to resolve any dispute arising out of or relating to these Terms of Service; and (b) to consolidate or transfer any action with or to another action where User might be entitled to a jury trial. By agreeing to these waivers, User represents that it has had the opportunity to consult with legal counsel and understands that there may be legal consequences to these waivers. CondoTek cannot waive the right to enforce this Section 9.4 against User. A court must interpret and consider this Section 9.4 as conclusive evidence that User has waived its jury-trial rights under this Section 9.4. A court interpreting this Section 9.4 must enforce it to the fullest extent permitted by the law governing these Terms of Service.

8.5   <u>Attorneys' Fees</u>. The prevailing Party in any arbitration or lawsuit will be entitled to reasonable and actual attorneys' fees and costs, including reasonable expert fees and costs. If the prevailing Party rejected a written settlement offer that exceeds the prevailing Party's recovery, the offering Party will be entitled to its reasonable and actual attorneys' fees and costs.

9.   GENERAL

9.1   <u>Complaint Notification</u>. If a Party receives a complaint or demand from a governmental or quasi-governmental agency, regulatory body, or a private party relating to these Terms of Service or the Platform and/or Services, the Party receiving the complaint or demand will notify the other Party in writing within seventy-two (72) hours after receiving notice of the complaint or demand. The notification required by this Section 10.1 must contain (a) the identity of the agency, body or Party making the complaint or demand; (b) a description of the nature of the complaint or demand; (c) the date the Party received the complaint or demand; and (d) a copy of the complaint or demand.

9.2   <u>Notices</u>. All written communications by User shall be delivered via certified mail, return receipt requested and postage pre-paid, or via overnight courier, to CondoTek at 755 W Lancaster Ave #1017, Bryn Mawr, PA 19010. All written communications by CondoTek shall be delivered to User at the contact information, including via email address, provided at the time User creates their User Account, or at such other address as designated by such Party in a written notice to the other Party. All such communications shall be deemed to have been duly given upon receipt, in each case given or addressed as aforesaid

9.3   <u>Assignment</u>. A Party to these Terms of Service cannot transfer or assign these Terms of Service, or all or part of its obligations under these Terms of Service, to anyone without the other Party's prior written consent to the transfer or assignment. Each time a Party requests to transfer or assign these Terms of Service, or all or part of the Party's obligations under these Terms of Service, to anyone it must receive the other Party's prior written consent to the transfer or assignment. A Party can refuse to consent in its reasonable discretion to another Party's transfer or assignment. A Party that transfers or assigns these Terms of Service, or all or

part of the Party's obligations under these Terms of Service, will remain responsible and liable for its transferees' or assignees' performance. Unless permitted by this Section, if a Party transfers or assigns these Terms of Service, or all or part of its obligations under these Terms of Service, to anyone without first receiving the other Party's prior written consent, the purported transfer or assignment will be null, void and unenforceable, and will constitute a material breach of these Terms of Service.

9.4   Independent Contractor. CondoTek and CondoTek Personnel are independent contractors engaged in their own business for all purposes and at all times. CondoTek has the responsibility for, and control over, the methods and details of performing Services. CondoTek will provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for all wages, compensation, benefits and payroll taxes and the discipline and termination of CondoTek Personnel. Nothing in these Terms of Service shall be construed to make the Parties partners, joint venturers, representatives or agents of each other, nor shall either party so represent to any third person.

9.5   User & CondoTek Marks. Nothing in these Terms of Service grants CondoTek the right to use any trademarks, trade names or logos proprietary to User nor grants User the right to use any of CondoTek's trademarks, trade names or logos proprietary to CondoTek. If CondoTek or User is granted a right to use their respective marks, each Party will do so only in strict compliance with guidelines provided by each Party.

9.6   Waiver; Severability; No Implied Waiver. The waiver of a breach of any term or condition of these Terms of Service will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party. If any provision of these Terms of Service is held to be unenforceable, the remaining provisions will remain in effect and the Parties will negotiate in good faith a substantively comparable enforceable provision. No term, provision or clause of these Terms of Service shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and executed by a duly authorized representative of each Party. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any different or subsequent breach.

9.7   Survival. In addition to any other provisions that by their content are intended to survive the expiration or termination of these Terms of Service, the following sections will survive expiration or termination of these Terms of Service for any reason: Compensation, Termination, Service Specific Terms, all provisions related to Confidential Information, Ownership, Indemnity, Limitation of Damages, Dispute Resolution, Governing Law and Marks.

9.8   Remedies. If a Party commits a material breach, the other Party might not have an adequate remedy for the breach through a claim for monetary damages. If there is a material breach, the non-breaching Party can elect the number and types of claims it brings against the breaching Party. The non-breaching Party, for example, can bring a claim against the breaching Party for injunctive relief or specific performance; the non-breaching Party can bring a claim against the breaching Party solely for monetary damages; or the non-breaching Party can bring claims against the breaching Party for injunctive relief, specific performance and monetary damages. Regardless of the type and nature of the non-breaching Party's claims, the breaching Party cannot object to or assert a defense based solely on the non-breaching Party's decision to elect the number and types of claims it brings against the breaching Party. If a Party commits a material breach, the non-breaching Party's rights and remedies will be cumulative and non-exclusive.

9.9   Construction. These Terms of Service will not be construed against either Party due to authorship. Except for the indemnification rights and obligations in Section 8 (Indemnification), nothing in these Terms of Service gives anyone, other than the Parties and any permitted assignees, any rights or remedies under these Terms of Service.

9.10   Entire Agreement; Modifications; Inconsistencies. These Terms of Service constitute the entire agreement of the Parties as to the Platform and/or Services and supersede all correspondence, whether written or oral, before or contemporaneous with the Effective Date. These Terms of Service and its terms also supersede any prior written or oral agreement between the Parties relating to similar terms, including without limitation, but not limited to, any other confidential, non-disclosure, or privacy agreements or terms entered into by the Parties prior to formal acknowledgement and agreement to these Terms of Service. In the event these Terms

of Service conflict with any other prior agreement, whether written or oral, between the Parties, these Terms of Service shall always control. These Terms of Service may be modified in writing following constructive notice provided to the Parties via CondoTek's Platform where the Terms of Service are housed and consented to.

9.11   Force Majeure. CondoTek shall not be liable for any delay or failure to perform any of the services set forth or obligations set forth in the Terms of Service due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10.   Service Specific Terms

Each of the Services offered by CondoTek may have their own additional specific terms and conditions. If there is an inconsistency between the other sections of these Terms of Service and the applicable Service's Service Specific Terms, the Service Specific Terms shall control with respect to that Service.

10.1   Condo Project Warrant and Co-op Project Warrant (each "CPW" respectively). CPW is an end-to-end Condominium Warrant and Approval product and service. It combines both CondoTek's CondoPak with our unparalleled project review capabilities to provide single order condominium and cooperative project warrantability reviews. CPW leverages CondoTek's proprietary software, data and all other resources to create the Work Product.

(A)   CPW Terms and Conditions:
   i.   Work Product is "per loan", non-transferable and only applicable to User, Subject Property Address, Community/Project Name, Borrower and Loan Number listed on Work Product
   ii.   User agrees to provide CondoTek certain Data Points needed to initiate the Work Product. Data Points include, but are not limited to, Borrower Name, Subject Property Address, Community/Project Name, Loan Number, type of Review Needed as defined by GSE or Investor, Loan-To-Value, and for Fannie Mae loans, a certification of the Community/Project's "available status" or "unavailable status" in CPM.
   iii.   User agrees to cooperate with CondoTek at all times and without delay to supply necessary data, source materials, information and resources (collectively "Resources") in User's possession as deemed necessary by CondoTek to be able to deliver Work product under the terms of the Service Level Agreement listed in these Terms of Service.
   iv.   User agrees that CondoTek may "pull" the Resources and the Data Points through API, computer network, interchanges or any other method deemed necessary by CondoTek. All Resource and Data Points will always be subject to the Confidentiality terms stipulated in the Agreement.
   v.   User remains responsible for the delivery of the loans as dictated by their seller/service agreement with GSE/Investor. Work Product and any Warranties by CondoTek are null and void if delivery is not in accordance with any and all seller/service agreement with GSE/Investor.
   vi.   User agrees and understands that CPW product is limited to condominium project eligibility warrantability standards review only, and does not include any review or opine on the warrantability of borrower eligibility, closing-level, unit collateral and/or other related items. Items specifically excluded from review include, but are not limited to, HO-6 insurance, appraisal requirements, certificate of occupancy and also, if not disclosed, negative action or reports regarding safety, structural, and habitability claims against the property.
   vii.   Each CPW order may be re-reviewed based on new or updated information at the

(B)   CPW Project Standards Life-of-Loan Representations and Warranties. If CondoTek has determined Condominium Project complies with the Eligibility Criteria outlined in the Project Standards dictated by GSE/Investor ("Warrantable"); AND Work Product has been delivered to User confirming Condominium Project evidencing project is Warrantable; AND only for the loan described on Work Product, non-transferable and only applicable to User, Subject Property Address, Community/Project Name, Borrower and Loan Number listed on Work Product; AND User delivers loan as dictated by their seller/service agreement with GSE/Investor; THEN User's Life-of-Loan Representations and Warranties relating only to Condominium Project Eligibility Criteria dictated by GSE/Investor are transferred to CondoTek. At no time are the Representations and Warranties of any other criteria relating to the delivery of the loan (for example Borrower's financial ability, creditworthiness, Subject Property value and any other customary underwriting methodologies), except for Project Standards and Eligibility, transferred to CondoTek. For purposes of these

Terms of Service, "Project Standards and Eligibility" will be defined as per the current codified guidelines as they may be titled or described differently per GSE/Investor, (for example Fannie Mae's Selling Guide, Freddie Mac's Seller/Servicer Guide, FHA's Single Family Housing Policy Handbook, etc). User will alert CondoTek within ten (10) business days from receipt of request by GSE/Investor to User for any Audit, Review or any other requests made by GSE/Investor relating to the Project Standards or Eligibility. User will cooperate fully with CondoTek. Cooperation may include but is not limited to CondoTek auditing User's delivery of loan to GSE/Investor, forensic discovery of underwriting methodologies used for origination and/or delivery of loan to GSE/Investor and any other information needed to successfully comply with GSE/Investor Audit. All Resources, Data Points, Additional Data Points, other data, documents, and other information received from User, any party directly affiliated with the subject property, or any other third-party are believed to be true and correct. CondoTek expressly accepts no liability for any damages arising from inaccurate of omitted information supplied to CondoTek by Third-Parties or User.

10.2   CondoPak and Co-opPak (collectively "Pak"). The Pak is a transaction specific information package meant to provide all the data and documents necessary to determine a subject property's eligibility/warrantability for a specific agency/GSE program.

(A)   Pak Terms and Conditions:
  i.   Work Product is "per loan", non-transferable and only applicable to User, Subject Property Address, Community/Project Name, Borrower and Loan Number listed on Order
  ii.   User agrees to provide CondoTek certain Data Points needed to initiate the Work Product. Data Points include, but are not limited to, Borrower Name, Subject Property Address, Community/Project Name, Loan Number, type of Review Needed as defined by GSE or Investor, and Loan-To-Value.
  iii.   Work Product is solely for the benefit of User and User agrees not to disclose or distribute the work product delivered by CondoTek. CondoTek shall not be responsible for distribution, lending, credit or other underwriting decisions, or work based upon the Pak.
  iv.   User agrees that CondoTek may "pull" the Resources and the Data Points through API, computer network, interchanges or any other method deemed necessary by CondoTek. All Resource and Data Points will always be subject to the Confidentiality terms stipulated in the Agreement.
  v.   User agrees and understands that the Pak product is limited to condominium or cooperative data and documents only, and does not include any review or opine on the warrantability of the subject property, borrower eligibility, closing-level, unit collateral and/or other related items.
  vi.   All Resources, Data Points, Additional Data Points, other data, documents, and other information received from User, any party directly affiliated with the subject property, or any other third-party are believed to be true and correct. CondoTek expressly accepts no liability for any damages arising from inaccurate of omitted information supplied to CondoTek by Third-Parties or User.

(B)   Pak Exclusion of Warranties; Limitation of Liability. By ordering Pak, User acknowledges that CondoTek is a packager of information provided by or through Third-Party sources. User further acknowledges that CondoTek is not the source of any such information and its review and compilation of materials and information supplied is limited to manifest errors. Neither CondoTek nor any of its affiliates, employees, officers, directors, agents or licensors warrants the underlying accuracy or validity or any Third-Party provided information, data, or documents or that user will derive any specific results from any third party provided materials, information or data. CondoTek and its affiliates, employees, officers, directors, agents make no warranty, guarantee or representation either express or implied with respect to the merchantability, usage or trade practice, title, fitness for a particular purpose, accuracy or completeness of any services or deliverables provided under this terms of service. In addition, company disclaims all representations, warranties and liabilities of any kind relating to information, deliverables or services provided that rely or are based upon third-party information, materials, or responses.

Questionnaires are considered certified if signed by an HOA representative, property manager or CondoTek staff. When certified by CondoTek staff, CondoTek is relying on information provided by Third-Parties, including but not limited to management companies, HOA representatives or other authorized representatives of the community. CondoTek believes that the information provided is complete and accurate however User understands and agrees that the information is subject to change without notice and that CondoTek is not responsible for any inaccurate or omitted information.

Except as provided for otherwise in these terms of service, neither Party will be liable for any damage, loss, expense, or claim of loss of any kind or character (including without limitation direct, indirect, consequential, exemplary, punitive, special, incidental or reliance damages) arising from the use of or any reliance on the Pak or deliverables provided hereunder.

(C)   Pak Service Level Agreements. . Pak's shall include, at a minimum, the following documents based on Pak type outlined below. In certain circumstances, additional documents discovered as relevant will be added to the Pak at CondoTek discretion. CondoTek makes no representation and accepts no liability for not including any materials not listed below.

    i.   A CondoPak Shall Include:
- Certified Questionnaire
- Governing Documents (Public Offering, Declaration, Master Deed, Bylaws, and/or Rules & Regulations, as applicable by type and jurisdiction)
- Current Budget
- Certificates of Insurance: Liability, Hazard, Fidelity Bond, etc, as applicable. Mortgagee clause, Borrower & Loan Number added to Certificate.
- Additional Documents as applicable may include: Litigation Documents, Leasehold Agreements, Attorney Opinion Letter, Reserve Study, Flood Certificate of Insurance

    ii.   A Co-opPak Shall Include:
- Certified Questionnaire
- Governing Documents (Proprietary Lease, Bylaws, Articles of Incorporation, as applicable by type and jurisdiction)
- Current Financials (May include one or more of: Current Budget, Audited Financial Statements, Tax Returns)
- Certificates of Insurance: Liability, Hazard, Fidelity Bond, etc, as applicable. Mortgagee clause, Borrower & Loan Number added to Certificate.
- Additional Documents as applicable may include: Litigation Documents, Leasehold Agreements, Sponsor Financial Disclosure Statement, Reserve Study, Flood Certificate of Insurance
- PLEASE NOTE, the Co-opPak WILL NOT INCLUDE Public Offering, Stock Certificate and.or any other docs that are outside of what is listed above and we will be unable to provide upon any request.

CondoTek will deliver the Pak Work Product when all items are available and it is complete. Due to reliance on Third-Parties, including but not limited to management companies, HOA representatives, and their vendors and partners, CondoTek cannot make any representation or guarantees on when any Pak will be completed and available for User.

10.3   Retired Services: All Services previously offered by CondoTek that are no longer offered for order or purchase shall be governed by the applicable Terms of Service or Master Services Agreement that was in effect at the time of the order or purchase. For additional information or a copy of the Terms applicable to such a Service please contact Daniel Cerulo at dan@condotek.com.