

Terms and Conditions

TITLECLOSE is a “shopping mall” for customers to search, evaluate and select title and closing, settlement or escrow providers for real estate transactions. TITLECLOSE does not guarantee any orders, business or other services, implied or inferred, to generate revenue for any service provider.

TITLECLOSE is a lead generating source for service providers to be visible to customers and others in need of title and closing, settlement or escrow services.

This website and the TITLECLOSE services are offered to you, conditioned on your acceptance, without modification, of the following terms, conditions and notices contained in this agreement. Your use of this website or submission of service requests via telephone constitutes your agreement to all such terms, conditions and notices in effect at such time. These Terms and Conditions apply to any TITLECLOSE services or properties such as websites or apps owned and operated by TITLECLOSE (including but not limited to as TITLECLOSE, the ownership of TITLECLOSE, Plan B Holdings, LLC, TITLECLOSE.com, and collectively referred to herein as TITLECLOSE) on which link these terms and conditions appears. If you have any questions regarding these terms and conditions, you may contact us at help@TITLECLOSE.com. We may amend these Terms and Conditions at any time by posting a revised version of these Terms and Conditions. These Terms and Conditions were last updated on May 1, 2018.

1. Introduction

- a. Upon registration, you may choose your own login in and password for access to TITLECLOSE services through the TITLECLOSE.com website or apps.

2. Services

- a. SHOP – for customers – upon entering information about the real estate service for which you are trying to shop, we will attempt to match you with all TITLECLOSE service providers in the network, who may be interested in fulfilling your service need. However, we do not guarantee that we will be able to match your service need with a service provider or that there are TITLECLOSE members in your area that are either capable or willing to complete your service. TITLECLOSE does not guarantee any of the information describing the service provider. The service provider agrees to the terms listed below, but does not in any way guarantee the prices or services until full review of the details of your real estate transaction for specific requirements such as but not limited to lender requirements, property type requirements, loan type requirements, state law or taxes. THE CUSTOMER ACKNOWLEDGES THAT THIS SITE AND THESE PROVIDERS PROVIDE ESTIMATES OF COSTS BASED ON THE INFORMATION PROVIDED BY THE CONSUMER, WHICH MAY NOT INCLUDE ALL NECESSARY DATA TO FINALIZE A FEE ESTIMATE. IT IS THE CUSTOMERS RESPONSIBILITY TO CONFIRM FEES AND SERVICES WITH THE SERVICE PROVIDER BASED ON THE SPECIFIC ATTRIBUTES OF THEIR INDIVIDUAL TRANSACTION. MANY TITLE INSURANCE UNDERWRITERS, STATES AND OTHER JURISDICTIONS HAVE REGULATED FEE AND INSURANCE RATES THAT PROVIDE SOMETIMES COMPLEX CALCULATIONS OF THE ENTIRE FEE STRUCTURE.
- b. SHOP – for service providers – upon entering information about the real estate service you provide, you are responsible for the accuracy of said information and agree to

provide the service at, but not limited to, the price, product, service attributes such as language skills as you have listed in your profile. The service provider is responsible for keeping all information in the network updated and current. The service provider agrees that they will provide the service, at the price provided, UNLESS THERE ARE TERMS AND CONDITIONS TO THE SPECIFIC TRANSACTION THAT CAUSE ADDITIONAL FEES OR SERVICES, SUCH AS BUT NOT LIMITED TO CHANGES IN SALES PRICE OR LOAN AMOUNT, REQUIREMENTS OF THE LENDER NOT KNOWN AT THE TIME THE LEAD IS GENERATED, REQUIREMENTS OF THE PROPERTY TYPE NOT KNOWN OR DISCLOSED AT THE TIME THE LEAD IS GENERATED OR OTHER FACTORS UNIQUE TO THE TERMS OF THE CONTRACT OF SALE OR OTHER DOCUMENTS THAT REQUIRE ADDITIONAL FEES OR TAXES.

3. No Guarantees Or Endorsements

- a. We make no guarantees or representations regarding the skills or representations of service providers regarding skills or representations of such service professional or the quality of the work he or she may perform for you if you elect to retain their services. TITLECLOSE DOES NOT ENDORSE OR RECOMMEND THE SERVICES OF ANY PARTICULAR SERVICE PROVIDER. It is entirely up to the consumer to evaluate a TITLECLOSE service providers qualifications, and to enter into a direct relationship with the service provider. We do not guarantee or warrant any TITLECLOSE service provider's performance or the outcome or quality of the series performed. The TITLECLOSE service providers are not employees or agents of TITLECLOSE nor are TITLECLOSE an agent of the TITLECLOSE service providers.
- b. TITLECLOSE does not guarantee or warrant the pricing or discounts that a service professional may offer you. Any estimates provided by the TITLECLOSE service provider via the website TITLECLOSE.com or apps, or which you find on the TITLECLOSE.com website or apps, are not contractually binding offers, are for informational purposes only, and cannot be accepted on or via TITLECLOSE.com. No contractual arrangement is created based upon the estimates provided to you from TITLECLOSE.com or the apps. To contract with a service provider, you must work directly with the service provider. TITLECLOSE does not perform, or is responsible for any of the services the consumer requests or transmitted to any service provider. The consumer rights under contracts the consumer enters into with the TITLECLOSE service provider are governed by terms of such contracts and by applicable federal, state, provincial and local laws.

4. Release from Damages or Claims. Should there be a dispute between the consumer and the service provider, it must be addressed directly between the parties. BOTH CUSTOMERS AND SERVICE PROVIDERS HEREBY AGREE TO RELEASE TITLECLOSE (AND OUR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED OR UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH DISPUTES AND DEALINGS BETWEEN CUSTOMERS AND TITLECLOSE SERVICE PROVIDERS.

5. Use of TITLECLOSE Services and Prohibited Uses(CUSTOMERS) – Customers acknowledge and agree that their use of TITLECLOSE is for your personal use and not for advertising purposes. A consumer may not use TITLECLOSE to recreate or compete with TITLECLOSE, to solicit or harass TITLECLOSE, TITLECLOSE service providers or for any other purposes not contemplated herein. Customers acknowledge that a violation of the foregoing could result in significant damages, and customers agree that they are liable to TITLECLOSE for any such damages, and will indemnify TITLECLOSE in the event of any third party claims against TITLECLOSE based on or arising from the consumer’s violation of the foregoing. We reserve the right to revoke your access to any TITLECLOSE products and services at any time. All information about TITLECLOSE service providers are confidential and for your personal use only. If it is determined or suspected by TITLECLOSE in its sole discretion that you are misusing or attempting to misuse or circumvent the TITLECLOSE services or system, or are using or attempting to use for any inappropriate or nonpersonal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming, TITLECLOSE reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses and to seek injunctions or other equitable remedies.
6. Information You Provide To Us(Customers)– upon using TITLECLOSE, you will be prompted to disclose certain information about yourself and your order and you will be able to store information, on our website or apps. Some of this information will be sent to TITLECLOSE service providers who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contact by us and by the TITLECLOSE service providers via phone, fax, email or mail or reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable “Do Not Call” list, in order that TITLECLOSE or the service provider may provide the services set forth in on our site, to service your account, to reasonably address matters pertaining to your account or for other purposes reasonably related to your service request and our business, including marketing related emails. You agree that by completing the service request, you are entering into a business relationship with TITLECLOSE and its service providers and thus agree to be contacted by TITLECLOSE or its service providers You promise that all information you provide(including but not limited to your contact information, and any ratings and reviews to TITLECLOSE service providers that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, and TITLECLOSE has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, TITLECLOSE has the right to refuse any current or future use of the TITLECLOSE services(or any portion thereof) by the consumer. The consumer is responsible for any use of the TITLECLOSE services by persons to whom you intentionally or negligently allow access to your password.
7. FOR CUSTOMERS AND SERVICE PROVIDERS: TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR EMAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND

DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO TITLECLOSE AND ITS SERVICE PROVIDERS AND TO CUSTOMERS, AS WELL AS THE LOSS OF TIME, EFFORT AN EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES ACCORDINGLY, IF YOU KNOWLING INPUT FALSE INFORMATION IN A SERVICE REQUEST OR IN A SERVICE PROVIDER PROFILE, INCLUDING BUT NOT LIMITED TO SOME ONE ELSE’S NAME, EMAIL ADDRESS, PHYSICAL ADDRESS, PHONE NUMBER, FEES, SERVICES, QUALIFICATIONS, ATTRIBUTES, YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO TITLECLOSE, ITS SERVICE PROVIDERS IF APPLICABLE, THE GREATER OF (1) A MINIMUM AMOUNT OF \$10,000 TO EACH OF THE TITLECLOSE AND EACH OF THE EFFECTED TITLECLOSE SERVICE PROVIDERS AND FOR EACH OF THE ACTUAL PERSONAL AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER(FOR EXAMPLE, THE ACTUAL OWNER OF THE EMAIL ADDRESS OR PHONE NUMBER, ETC.) PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS ND EXPENSE RELIONG THERETO, IF APPLICABLE OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL AND ANY REGULATORY OR JUDICIAL FINES AND PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACITIVITY, PLUS REASONABLE LEAGAL FEES, COSTS AND EXPENSES RELATING THERETO, WHICHEVER IS GREATER.

8. Call Recording – Both customers and service providers acknowledge and agree that TITLECLOSE may monitor and/or record any telephone calls between you and TITLECLOSE.
9. User (Both Customers and Service Providers)Generate Content
 - a. Both customers and service providers agree that all of the content and information posted by your or your agents or designees on TITLECLOSE, including but not limited to:
 - i. Capabilities and attributes input of the service provider
 - ii. Pricing input of the service provider as described in the service and fee screens
 - iii. Photographs or Images
 - iv. Ratings or Reviews
 - v. Service request information including but not limited to name, property address, service requested, contact information
 - vi. Comments, Questions and/or Answers
 - vii. Any Other Content
 1. Our Right To Use Your Content – Service Providers. You acknowledge and agree that any content you post or provide may be viewed by the general public and not be treated as private, proprietary or confidential. You authorize us and our affiliates, licensees and sub licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publically display or otherwise use or exploit content through the world fin any format or media(whether now known or hereafter created) for the duration of any copyright or other rights in such content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, you waive and release and

covenant not to assert any moral rights that you may have in any content posted or provided by you.

2. Grant of License – the service provider hereby grants TITELCLOSE and its users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, creative derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to your content in any format or media(whether now known or hereafter created) on the TITELCLOSE website or apps in any manner that we deem appropriate or necessary, including if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.
3. Representation Of Ownership and Right to Use Content. By posting or providing any content to TITELCLOSE, you represent and warrant to TITELCLOSE that you own or have all necessary rights to use the content, and grant to TtleClose the rights granted herein. The foregoing representation includes, but is not limited to representation and warranty that you own or have the necessary rights(including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic content you provide. In addition, if you post or otherwise provide any content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.
4. Content Guidelines. TITELCLOSE reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other users post on any TITELCLOSE operated websites or apps if TITELCLOSE determines, at its sole discretion, that such content contains or features any of the following:
 - a. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech such as racist/discriminatory speech.
 - b. References to illegal activity
 - c. Language that violates the standards of good taste or the standards of this site
 - d. Statements that are or appear to be false
 - e. Comments that disparage TitelClose
 - f. With respect to Rating and Reviews of TITELCLOSE service providers, all of the above and in addition the following:
 - i. Reviews that do not address the goods and services of the business or reviews of no qualitative value

- ii. Comments concerning a different service provider
- iii. Information not related to work requested in the order placement

10. Notice Specific to Documents and Information Available On This Website

- a. Permission to use documents (such as press releases, datasheets, content, informational items and FAQ's) from the TITLECLOSE site(s) is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the website or app is for informational and noncommercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications to any documents are made. Use of any purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the TITLECLOSE website or apps or any other TITLECLOSE owned, operated, licensed or controlled site. Elements of the TITLECLOSE website or apps are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any TITLECLOSE website or app may be copied or retransmitted unless expressly permitted by TITLECLOSE. TITLECLOSE and its service providers make no representations or warranties about the suitability of the information contained in the documents and related graphics published on this website or app for any purpose. All such documents and related graphics are provided "as is" without warranty of any kind. TITLECLOSE and/or its respective service providers hereby disclaim all warranties and conditions with regard to this information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. The documents and related graphics published on the TITLECLOSE website could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. TITLECLOSE and/or its respective service providers may make improvements and/or changes in the products and/or programs described herein at any time.

11. Service Providers Procedures and Disclaimers

- a. TITLECLOSE allows service providers to post profiles about themselves and their business on the TITLECLOSE website or apps. TITLECLOSE does not review or verify the information or representations set forth in those profiles, except as expressly set forth in this document, as they are self-reported by the service provider. TITLECLOSE therefore makes no representations or warranties regarding any information posted by a service provider and assumes no liability for such information.
- b. TITLECLOSE does not represent or warrant that the information received from federal, state, provincial or other government agencies or from third party sources is accurate, error free or that it is up to date or updated at the time that TITLECLOSE provides such information.

12. Ratings and Reviews Are Not Endorsed By TITLECLOSE

- a. All ratings and reviews of a TITLECLOSE service provider displayed reflect the opinions of the party inputting the information, and do not reflect or represent the opinions or representation of TITLECLOSE. TITLECLOSE disclaims any and all representations or warranties with regard to the ratings and reviews. TITLECLOSE does not assume responsibility or liability for any review or for any claims, damages, or losses resulting from any use of the site or the materials contained therein.

13. Links To Third Party Sites

- a. The links to the TITLECLOSE website or apps will let you leave TITLECLOSE's site. The linked sites are not under the control of TITLECLOSE and TITLECLOSE is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. TITLECLOSE is not responsible for webcasting or any other form of transmission received from any linked site. TITLECLOSE is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by TITLECLOSE of the site.

14. Indemnification

- a. You agree to indemnify TITLECLOSE and its subsidiaries, affiliates, Officers, Employees, Agents, Cobranders, and other partners and hold them each harmless from any and all claims or demands including attorney's fees, made by any third party due to or arising from your use of the TITLECLOSE website or app, with regard to any dispute between the consumer and the service provider, or your violation of these terms and conditions or arising from your violation of any rights of a third party.

15. General Provisions

- a. The consumer and the service provider acknowledge and agree that the TITLECLOSE services are provided to you on an "as is" basis without any warranty whatsoever, and your sole and exclusive remedy, and TITLECLOSE's sole obligation to your or any third party for any claim arising out of your use of TITLECLOSE services or the TITLECLOSE website or apps is that you are free to discontinue your use of TITLECLOSE services as follows:
 - i. As a consumer, at any time.
 - ii. As a service provider, you agree to purchase a twelve month subscription, payable annually. After the first 12 month subscription, you may cancel at any time. All annual membership or maintenance fees, will be assessed on the first business day of the calendar year. Fees for other products and services will be assessed on the first calendar day of each month.
- b. Service Providers Option: TitleClose integrates with various technology systems, either directly or indirectly to provide fee information to lenders and others in the real estate transaction business. As a service provider, you have the option to participate in these programs. If selected by an approved integrated(with TitleClose)corporate third party, such as but not limited to a lender, loan operating system, or other technology used to engage your services, you agree to pay a fee of \$3.00 per click to transmit your fees to

the approved corporate third party for a Loan Estimate and \$10 per click to transmit your fees for the Closing Disclosure.

1. A click is defined as a transmission of your fees and company information for a specific transaction at the request of the approved corporate third party.
 2. There is no guarantee that the transmission of your fees will result in an order that closes, nor is there any guarantee these fees will be used to populate the Loan Estimate, Closing Disclosure, or other methodology utilized to convey your fees in the process of offering real estate settlement transactions, used by the approved integrated corporate third party.
 3. You may opt out at any time to have your fees transmitted as part of a request from an approved integrated corporate third party by notifying help@titleclose.com of your decision to not participate with these requests. At that time, your participation will be stopped, and you will incur fees only up to the date of notification.
- c. TITLECLOSE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE CONSUMER AND THE SERVICE PROVIDER AGREE THAT TITLECLOSE SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF TITLECLOSE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The terms and conditions will inure to the benefit of TITLECLOSE owners, successors, assigns and licensees. If a provision of these terms and conditions shall be deemed unlawful, void, or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of TITLECLOSE or its ownership to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the TITLECLOSE services or the terms and conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the terms and conditions are for convenience only and have no legal or contractual effect. These terms and conditions are governed by the laws of the State of Texas and as such laws are applied to agreements entered into and to be performed entirely in the state of Texas. You agree to submit to jurisdiction in Texas and that any claim arising out of or related to these terms and conditions will be brought solely in a court in Austin,

Texas. These terms and conditions constitute the entire agreement between you and TITLECLOSE and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These terms and conditions may not be modified or amended other than by an agreement signed by both parties.

Subscription Details(FOR SERVICE PROVIDERS):

TITLECLOSE is a subscription based service, except as noted in section 15(a)iii. If you cancel before the end of the calendar year(a 12 month period) there will be a flat fee of \$1,000 per month for each unused month in the calendar year.

Your credit card will be charged the fees stated at the time of purchase, plus an applicable taxes. You will receive a receipt via email when your card has been charged. Your subscription will start as soon as your payment is processed and will renew automatically on an annual basis on the first business day of the calendar year. Prices may change at the end of the subscription period, and if that is the case, you will be notified in advance for approval of the price adjustment before renewal is processed.

TITLECLOSE does not guarantee or infer any volume of business to service providers. TITLECLOSE does not guarantee any specific efforts to advertise to customers or others. All fees the service provider earns from any lead generated through the TITLECLOSE system must be secured directly from the consumer and TITLECLOSE bears no responsibility for any legal action initiated by the consumer against the service provider or by the service provider against the consumer. Both the service provider and the consumer hold TITLECLOSE harmless from same.