

## Terms & Conditions

**Please read the following terms of use and disclaimers (the “Terms and Conditions”) carefully before accessing or using the Computershare Property Solutions LLC (“CPS”) Vendor Portal (“Website”) because they govern your access and use of this Website as an Authorized User of CPS or another authorized third party. By accessing or using this Website, you are indicating that you understand, accept and agree to be bound by the terms and conditions set forth below and the Website’s Privacy Policy and User Guide. If you do not wish to be bound by these Terms and Conditions, the Privacy Policy and the User Guide, you must not access or use the Website.**

**CPS may amend these Terms and Conditions at any time by posting the amended terms on our Website. Accordingly, you agree to review the Terms and Conditions periodically, and your continued access to or use of the Website after such amendment shall be deemed your acceptance of the modified Terms and Conditions.**

Your access and use of the Website is solely as an Authorized User of CPS. The purpose of the Website is to allow an authorized user of CPS to access the Website to (i) view and accept orders (ii) decline orders, (iii) add appointment dates, (iv) exchange messages, and (v) submit completed reports.

If you access or use the Website in a manner inconsistent with or in violation or breach of these Terms and Conditions, you will be liable to CPS and be responsible for any damages, losses or liabilities incurred by CPS, its affiliates, subsidiaries or parent, arising from or relating to such inconsistency, violation or breach, and CPS may terminate your access, block your future access, and/or seek such additional relief as the circumstances regarding any inconsistency, violation or breach by you indicate is proper.

This Website is owned by, or licensed to, and operated by, CPS. These Terms and Conditions contain the terms, covenants, conditions and provisions upon which you may access and use this Website. Each time that you access or use of the Website, you will be required to accept and agree to, and be deemed to have accepted and agreed to, these Terms and Conditions.

1. **Limitations of Use.** You may not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. Information on the Website may be accessed, downloaded and printed for facilitating real estate or other financial service transactions. You may not copy, reproduce, alter, modify, distribute, license, display, publish, create derivative works from, frame in another web page, use on any other web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Website, or publicly display any content from the Website without the prior written permission of CPS and/or any appropriate third party licensor. You agree that you will not use the Website in any manner that could damage, disable, overburden or impair the Website or interfere with any other party's use of the Website. Except with the prior written permission of CPS, you agree to refrain from accessing or attempting to access secure or non-public areas of the Website. Individuals attempting unauthorized access to prohibited areas of the Website may be subject to prosecution.

- 1.1. The use of 3<sup>rd</sup> party websites or software that access the Website multiple times per day are strictly prohibited. Often referred to auto-acceptance software.
- 1.2. You may not share your username or password with any individual or company at any time in an attempt to accept service orders on your behalf.
- 1.3. CPS reserves the right to immediately suspend or deactivate your user account at any time, without cause or notice.
- 1.4. CPS shall not have any obligation or duty to maintain the Website.

2. **Scope and Password Policy.** Access and use of the Website shall require you to register as a "CPS Vendor". As part of the registration process, you as a CPS Vendor must create a Vendor ID and password to use the Website allowing access to the portal. Once created, your password cannot be changed unless such change is submitted through the procedures on the Website. By agreeing to these Terms and Conditions, you agree to be responsible for maintaining the confidentiality of your Vendor ID and password and are fully responsible for all activities that occur under you Vendor ID and password. If you become aware of any loss or theft of your Vendor ID and password or suspect or become aware of any unauthorized access or use of your Vendor ID or password or any other security failure or breach involving your account access or the Website, then (i) you agree to immediately notify CPS and (ii) you shall take immediate action to terminate your access as an CPS Vendor to access and use the Website through such Vendor ID and password. **DO NOT SHARE YOUR PASSWORD WITH ANYONE. IF YOU KNOW OR SUSPECT THAT YOUR PASSWORD HAS BEEN COMPROMISED, NOTIFY CPS AND CHANGE YOUR PASSWORD IMMEDIATELY THROUGH THE PROCEDURES ON THE WEBSITE.** CPS reserves the right to delete or change any account Vendor ID or Password at any time for any reason.

3. **Grant of Limited License to Vendor.** These Terms and Conditions provides you, as an CPS Vendor with a personal, revocable, non-exclusive, non-sublicensable, non-transferable, non- assignable right and license to access and use the Website solely for CPS' internal business use and is further conditioned upon and subject to (i) your good standing with CPS and (ii) your continued compliance with these Terms and Conditions.

You acknowledge and agree that the Website, and all intellectual property and proprietary rights therein and thereto, anywhere worldwide, including such rights in copyright, trademarks, servicing marks, trade dress, patents, patent applications and trade secrets and other proprietary and/or confidential information, including the collective work and/or compilation of any and all databases accessible on the Website (collectively, the "IP Rights"), are the valuable property of CPS and/or its affiliates, subsidiaries, parent, or licensor. Other than the limited license providing access and use as granted herein, you have no other rights or benefits to the Website or the IP Rights and may not access or use the Website in any way that may infringe, impair, violate or damage any IP Rights of CPS or any other person. Except as provided herein, you shall not yourself, nor shall you cause, authorize, permit or otherwise allow any person to change or create derivative products of, copy, distribute, transmit, reproduce, publish, license, transfer, sell, "deep link," data mine, or otherwise use or disclose any information obtained from the Website under any circumstance. You agree that you will not, nor will you, cause, authorize or permit any person under your control, direction or otherwise, under any circumstance to post

any content from the Website to any forums, list servers, electronic bulletin boards, mailing lists, other websites or other media for use or distribution without the express written consent of CPS and/or its licensor.

Your name, brokerage or business name, telephone number and e-mail address will be published on each completed valuation or other service report that you prepare.

4. Confidentiality and Standards for Safeguarding Information. As a result of your use of the Website, you may have access to information that CPS deems as confidential. You agree to use the information for only those legitimate business purposes as permitted by law and only for the purposes as provided hereunder. You shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with your performance under these Terms and Conditions including, without limitation, the Gramm-Leach-Bliley Act (the "GLB Act") and its implementing regulations. You shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of any Nonpublic Personal Information (as defined under applicable law or regulation), (b) protect against any threats or hazards to the security and integrity of such Nonpublic Personal Information, and (c) protect against any unauthorized access to or use of such Nonpublic Personal Information. As regards to confidential information, you represent and warrant that you have implemented appropriate measures designed to meet the objectives of Section 501(b) of the GLB Act (15 USC 6801(b)). Upon request by CPS, you will provide to CPS evidence reasonably satisfactory to CPS to allow CPS to confirm that you have satisfied the obligations as required under this paragraph. Without limitation, this may include CPS' review of nonprivileged audits, summaries of test results, and other equivalent evaluations by CPS. In the event that confidential information is, or is reasonably believed by you to have been acquired by or made available to an unauthorized person, or accessed, disclosed or used by an unauthorized person, you shall notify CPS immediately following discovery of such unauthorized acquisition, use, access or disclosure. Further, you agree to take appropriate action to address incidents of unauthorized access, disclosure or use of the confidential information. You explicitly acknowledge that any breach of these Terms and Conditions may immediately and irreparably harm, damage or injure CPS, its affiliates, subsidiaries, parent or licensor and, therefore, money damages would not be a sufficient remedy. Accordingly, CPS will be entitled to injunctive relief, specific performance, and/or any other appropriate equitable remedy for any actual or threatened breach by you of these Terms and Conditions. Any such remedy will be in addition to all other remedies and rights available to CPS, its affiliates, subsidiaries, parent or licensor at law or in equity.

5. Network and Computer Security. You will only be allowed access and use of the Website as a CPS Vendor. You shall be responsible for ensuring that as a CPS Vendor you do not cause security risks to the Website and upon request from CPS, you will promptly provide CPS with any information reasonably necessary for CPS to evaluate security issues relating to you. You will immediately notify CPS when you no longer require access to, or use of, the Website. You shall not cause, authorize or permit any person to access or use the Website on your behalf, or otherwise, or to access or use your Vendor ID or Password.

As a CPS Vendor, you shall be responsible for conducting your access and use of the Website in a manner that does not pose, present or result in any reasonable risk of a security failure or breach (including without limitation any systems intrusion, hacking incident or data theft). For instance, you will be responsible for utilizing the proper computer and systems equipment and software, including an internet browser capable of establishing a 128 bit, which must be sufficient to ensure that: (a) your access and use of the Website is secure and is used only for authorized purposes; (b) all information is protected against improper, adverse, unauthorized or illegal access, use, alteration, destruction or loss; (c) the information is kept confidential; and (d) all information is maintained and safeguarded to avoid and prevent any disclosure thereof to any unauthorized person by you, directly or indirectly, or any disclosure as a result of a security failure or breach, including without limitation any systems intrusion, hacker incident or theft of data.

6. Enforcement of Website Use. You acknowledge and agree that you will be responsible in ensuring that any activity undertaken by you (or under your Vendor ID and Password) as a CPS Vendor in any jurisdiction and with any person in whole or in part on or through this Website is in compliance with any and all applicable laws, rules, regulations, ordinances or interpretations or other similar national and international requirements of the country, state and province in which you are accessing and using the Website (collectively, "Applicable Laws"). You further agree that the Website may be used only for lawful purposes. You agree to provide CPS with all information, cooperation and assistance, documents and data as shall reasonably be requested by CPS in order to comply with any Applicable Laws. ACTUAL OR ATTEMPTED UNAUTHORIZED USE OF THE WEBSITE MAY RESULT IN CRIMINAL AND/OR CIVIL PROSECUTION. Unauthorized individuals attempting to access or use prohibited or restricted areas or information of the Website may also be subject to legal action, including prosecution. You shall not, nor shall you cause, authorize or permit any other person to, access or use the Website to engage in any illegal activity.

CPS reserves the right to view, monitor and record any access, use or other activity on the Website without notice or further permission from you. CPS currently expects to monitor and record the access and use of its Website. Any information obtained in monitoring, reviewing or recording is subject to review by law enforcement organization in connection with the investigation or prosecution of possible criminal activity on the Website or unauthorized use of the Website.

7. Risk Assumption. Your use of the Internet is solely at your own risk and subject to all Applicable Laws. While CPS has endeavored to create a secure and reliable Website, be advised that the confidentiality over the Internet cannot be guaranteed by CPS. Accordingly, CPS is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Website, or for the consequences of any reliance on such information. You assume the sole and absolute risk of accessing and using this Website. You expressly absolve and release CPS, its affiliates, subsidiaries and parent from any claim of harm resulting from any act or affect beyond CPS' control, including without limitation, the failure of electronic or mechanical equipment or communication lines, telephone

or other interconnect problems, computer viruses, unauthorized access, theft, severe weather, natural disasters, strikes or other labor problems, war, terrorism or governmental restrictions.

8. Privacy Policy. The Website is designed solely for business users and the limited purposes described herein. Please see CPS' Privacy Policy for a summary of CPS' personal data collection and use practices with respect to the Website. By accessing the Website or using the Website and providing services to CPS, you expressly state that you have read and reviewed such Privacy Policy, which is incorporated by reference herein and made a part of these Terms and Conditions, and you further agree to be bound by and abide by the restrictions set forth in the Privacy Policy.

9. Hours of Accessibility. While it is CPS' objective to make the Website accessible 7 days a week, 24 hours per day, CPS or its licensor may make the Website unavailable from time to time for computer or systems maintenance, upgrade or other matters without prior notice to you. You understand and acknowledge that due to circumstances both within and outside the control of CPS, access or use the Website may be interrupted, suspended or terminated from time to time. You agree that CPS will not be liable for any damages arising from any such interruption, suspension or termination.

10. Links to Other Websites. CPS may provide a link, in its sole discretion, to other websites on the Internet for your convenience in locating related information and services. CPS has not reviewed such websites and such websites are maintained by third parties over which CPS has no authority or control. Thus, CPS expressly disclaims any responsibility for the content, the accuracy of the information and material on such website, and/or the quality of products or services provided by such third party websites. The links to such website do not imply an endorsement or other recommendation by CPS of any kind.

11. DISCLAIMERS. CPS AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, AND PARENT ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION BY YOU BASED ON THE INFORMATION, SERVICES OR OTHER MATERIAL ON THE WEBSITE. WHILE CPS AND ITS LICENSORS AND CONTRACTORS INTEND TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE AND UP-TO- DATE, CPS AND ITS LICENSORS AND CONTRACTORS CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR LIABILITY RELATED TO, THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION. ALL INFORMATION ON THE WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, WARRANTIES OR CONDITIONS, OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITH RESPECT TO YOUR ACCESS AND USE OF THE WEBSITE, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CPS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF WARRANTIES, ALL CONTENT ACCESSIBLE ON THIS

WEBSITE, OR ANY OTHER WEBSITE TO WHICH WE LINK, AND ALL OPERATIONS ON THIS WEBSITE ARE WARRANTED ONLY TO THE MINIMUM AMOUNT LEGALLY REQUIRED.

CPS AND ITS AFFILIATES, SUBSIDIARIES, AND PARENT SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, COST, DAMAGE, LIABILITY OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY YOUR USE OF OR RELIANCE ON THE WEBSITE OR CPS' PERFORMANCE OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS.

YOU ACKNOWLEDGE AND AGREE THAT CPS AND ITS AFFILIATES, SUBSIDIARIES, AND PARENT CANNOT AND DO NOT GUARANTEE OR WARRANT THAT ANY INFORMATION, INCLUDING ANY FILES, AVAILABLE FOR VIEWING AND DOWNLOADING FROM THE WEBSITE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND SAFETY MEASURES TO SATISFY YOUR REQUIREMENTS FOR PROTECTION OF AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE WEBSITE FOR THE RECONSTRUCTION OF ANY LOST DATA. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL INFORMATION AND OTHER SERVICES PROVIDED THROUGH THE WEBSITE OR ON THE INTERNET GENERALLY WITH RESPECT TO THE WEBSITE OR ITS INFORMATION.

UNDER NO CIRCUMSTANCES WILL CPS ITS AFFILIATES, SUBSIDIARIES, AND PARENT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO OR ARISING FROM THE WEBSITE OR YOUR ACCESS OR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF CAPITAL AND CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF CPS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TO THE EXTENT PERMITTED BY LAW, CPS AND ITS AFFILIATES, SUBSIDIARIES, AND PARENT DISCLAIM LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR USE OR ANY AUTHORIZED USER'S USE OF THIS WEBSITE OR ITS CONTENTS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INFORMATION.

12. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CPS, ITS AFFILIATES, SUBSIDIARIES, PARENT, LICENSOR AND CONTRACTORS FROM ANY LIABILITY, LOSS, CLAIM, CAUSE OF ACTION, DEMAND AND THE RESULTING LOSS, LIABILITY, DAMAGES, DEBT, AWARDS, COSTS, OR EXPENSE (INCLUDING REASONABLE

ATTORNEYS' FEES) RELATED TO OR BASED UPON (1) YOUR ACCESS OR USE OR USE ATTRIBUTABLE TO YOU, OF THE WEBSITE, (2) YOUR VIOLATION OR BREACH OF ANY PROVISIONS OF THESE TERMS AND CONDITIONS, (3) YOUR NEGLIGENCE, RECKLESS DISREGARD, WILLFUL MISCONDUCT OR ABANDONMENT PURSUANT TO THESE TERMS AND CONDITIONS OR IN ACCESSING OR USING THE WEBSITE, AND/OR (4) ANY DISCLOSURE OR USE OF ANY INFORMATION (INCLUDING ANY CONSUMER INFORMATION) BY YOU OR ATTRIBUTABLE TO YOU, WHICH IS UNAUTHORIZED OR ILLEGAL, OR BREACHES OR VIOLATES THESE TERMS AND CONDITIONS.

13. LIMITATION OF LIABILITY AND LEGAL FEES. YOU ARE RESPONSIBLE FOR YOUR ACTIONS OR INACTIONS AS A CPS VENDOR ACCESSING AND USING THE WEBSITE; YOU HEREBY RELEASE CPS FROM ANY LIABILITY AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY ACTION AGAINST CPS FOR HONORING OR ALLOWING ACCESS OR USE OF THE WEBSITE FROM YOUR USERS WHETHER AUTHORIZED OR NOT.

IN CASE OF ANY LEGAL ACTION OR PROCEEDING TO INTERPRET OR ENFORCE THESE TERMS AND CONDITIONS OR ANY PART OF THEM, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ITS REASONABLE ATTORNEYS' FEES AND COURT COSTS.

14. Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States and the State of Colorado, without giving effect to conflict of law principles thereof. The services described and information provided through the Website are directed to and are intended to be made available only to persons in the United States and are not intended for distribution to, or use by, any person in any other country or any jurisdiction where such distribution or use would be contrary to law or regulation or that would subject CPS to any registration requirement within such jurisdiction or country.

15. Termination. These Terms and Conditions will take effect at the time you access the Website or use any information from the Website. CPS may terminate your access to the Website, at any time, for any reason or no reason, and you will not have any recourse to or claim against CPS, and CPS will not have any liability with respect to any such termination. These Terms and Conditions may be terminated by CPS for any reason. These Terms and Conditions will automatically terminate upon your violation or breach of any of the provisions herein. All provisions herein relating to warranties, covenants, confidentiality obligations, IP Rights, limitations of liability and indemnification obligations will survive the termination of these Terms and Conditions.

16. Waiver; Severability; and Assignment. Any forbearance or delay on the part of any party in enforcing any provision of these Terms and Conditions or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. If any one or more of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or

unenforceable provision. You may not assign your rights or obligations under these Terms and Conditions without the prior written consent of CPS and any attempt to do so without such consent shall be null and void.

17. Entire Agreement. Your rights to access or use of the Website, including certain materials or services available on or through the Website, may be subject to separate written agreements and these Terms and Conditions incorporate by reference certain other terms and provisions (the "Other Agreements"), including without limitation the Privacy Policy and the User Guide. If there is a conflict between these Terms and Conditions and the Other Agreements, these Terms and Conditions will govern with respect to such materials, services, features or content of the Website, unless otherwise explicitly agreed in writing by CPS and evidenced by an amendment to these Terms and Conditions. With the exception of the Other Agreements, these Terms and Conditions represent the entire agreement between you and CPS with respect to your access and use of the Website and it supersedes all prior or contemporaneous communications, whether electronic, oral or written between you and CPS with respect to the Website.