

Posted: June 20th, 2020

Effective Date: June 20th, 2020

Welcome to the Real-Finity software application and client communication platform (the “**Platform**”). The Platform provides services and interactive features that allow customers of the mortgage lender (collectively, the “**Customer(s)**”) to access data and information related to their residential mortgage loan and subject real property through the Platform and any related Real-Finity mobile applications (“**Apps**”). All use of the Platform is governed by these terms and conditions, and any other guidelines or policies we post on our website (collectively, the “**Terms**”). Where applicable, references in this document to the Platform apply to the Platform Apps as well.

These Terms cover your use of and access to our services on the Platform and any Platform Apps (“**Services**”). By using the Platform, posting content on the Platform, or otherwise indicating your agreement to these Terms, you agree to be bound by these Terms, which form an agreement between you and Real-Finity, LLC (“**Real-Finity**”, “**we**” or “**us**”), and our Privacy Policy.

We may modify these Terms from time to time as described in Section 16 below (Modifications).

In order to use and access the Services, you need to (1) be 18 years or older, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) reside in the United States. You also promise that any registration information that you submit to Real-Finity is true, accurate, and complete, and you agree to keep it that way at all times.

Our Privacy Policy explains how we collect and use your information.

1. USING THE SERVICES

You are responsible for making all arrangements necessary for you to access the Services.

Your Account. You are required to create an account (“**Account**”) to use certain features of the Services. You agree to protect the security of your Account. You are responsible for all use of your Account, including your login credentials (i.e., username and password) and activation codes and passwords. Real-Finity treats access to the Services through your account credentials as authorized by you. Please immediately notify Real-Finity using the contact information below if you believe that information you provided to us is no longer secure or if you need to deactivate your account or password.

Accessing the Services. You are responsible for the software, hardware and Internet service that you need to access and use the Services. If you access and use the Services on your smartphone, tablet or other mobile device (“**Mobile Device**”), you are solely responsible for any and all data and other fees related to use of the Services through your Mobile Device.

If you access and use one of Real-Finity’s Apps, then Real-Finity grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Apps for your personal, non-commercial use on your Mobile Device.

The Services may offer text messaging (SMS or MMS) services for registered users. Message and data rates may apply. Once you opt-in to receive text messages from Real-Finity, the frequency of text messages that we send to you depends on your transactions with us. All charges are billed by and payable to your wireless service provider. Please contact your wireless

service provider for pricing plans and details. Text message services are provided on an “as is” basis and may not be available in all areas at all times.

BY AGREEING TO RECEIVE TEXT MESSAGES, YOU UNDERSTAND AND AGREE THAT REAL-FINITY MAY USE AN AUTOMATIC DIALING SYSTEM TO DELIVER TEXT MESSAGES TO YOU AND THAT YOUR CONSENT TO RECEIVE TEXT MESSAGES IS NOT REQUIRED AS A CONDITION OF PURCHASE FOR ANY GOODS OR SERVICES.

Availability of the Services. We do not guarantee availability of the Services at all times of the day. The availability of the Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications.

Updates. Real-Finity may from time to time perform upgrades, updates or error corrections (“**Updates**”) or otherwise make the Services unavailable. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to or stop providing any or all of the Services at any time and without notice. Except as provided in a Customer Agreement, Real-Finity has no obligation to provide access to or support for the Services and is not responsible for any delays, delivery failures or other damage resulting from such problems. Updates to the Services are part of the Services and subject to these Terms. Your continued use of the Services after the Effective Date constitutes your acceptance of the Updates.

Based on your Mobile Device settings, when your Mobile Device is connected to the internet either an App will automatically download and install all available Updates or may receive notice of or be prompted to download and install available Updates. Please promptly download and install all Updates to ensure that the App operates properly.

Restrictions on Your Use of the Services. You may use the Services for lawful, non-commercial purposes only. You agree that you will not (and you agree not to encourage or allow any third party to):

- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Services or otherwise attempt to gain unauthorized access to the Services, other users’ Accounts or Real-Finity’s computer systems or networks;
- Copy, modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Services;
- Decompile, reverse engineer, disassemble or decode the Services or otherwise attempt to derive or gain access to the source code of any part of the Services (unless applicable laws specifically prohibit such restriction);
- Remove, alter or obscure any copyright, trademark or other intellectual property or proprietary notices contained in the Services;
- Use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape, data mine or index any portion of the Services;
- Use the Services to send unsolicited messages or advertisements through comment functions available on the Services;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit, stream, broadcast or otherwise make available or exploit any features or functionality of the Services including through time-sharing, use of service bureau or by otherwise making the Services available on a network on which they are accessible by more than one device at any time;

- Reformat or frame any portion of the web pages that are part of the Services without Real-Finity's written consent;
- Negligently, recklessly, knowingly, or intentionally transmit or upload any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous;
- Cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Services or otherwise interfere with others' use and enjoyment of the Services;
- Create an Account under fraudulent pretenses;
- Engage in any activity that is obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, hateful, violent, abusive, pornographic or otherwise offensive or unlawful; or
- Collect or store Personal Information (as defined in the Privacy Policy) about or otherwise invade the privacy of any other user without his or her express prior written consent.

Customer Agreements. Certain features of the Services are governed by agreements with our customers ("**Customer Agreements**"), and both these Terms and any applicable Customer Agreement apply equally to your use of the Services. If the term of a Customer Agreement and these Terms conflict, the Customer Agreement governs but solely to the extent of the conflict. These Terms will be updated to address any such conflict if it impacts you and what you have agreed to pursuant to these Terms.

2. REAL-FINITY CONTENT

Real-Finity and its licensors retain full and complete title to all information and materials provided by Real-Finity and its licensors on or through the Services, including any artwork, graphics, text, video and audio clips, trademarks, logos and other content (collectively, "**Real-Finity Content**"). The name "Real-Finity" and the Real-Finity Logo and other trademarks used on the Services are trademarks of Real-Finity or its affiliates and may not be used in connection with the products or services of others in any manner that is likely to cause confusion. All other trademarks not owned by Real-Finity that appear on the Services are the property of their respective owners.

If you agree to these Terms, then you may download, print and/or copy Real-Finity Content solely for your own personal use.

Except for content that is in the public domain or unless Real-Finity provides you with written authorization to do so, you may not:

- Incorporate any Real-Finity Content into any other work (such as your own website) or use Real-Finity Content in any public or commercial manner;
- Copy, modify, reproduce, adapt, reverse engineer, distribute, frame, republish, upload, display, post, transmit, transfer, license or sell Real-Finity Content in any form or by any means; or
- Change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the Real-Finity Content.

Although we make reasonable efforts to update the information on the Services, we make no representations, warranties or guarantees, whether express or implied, that the Services or Real-Finity Content are accurate, complete or up to date. Except as required by law, Real-Finity

disclaims any duty to update the information included in the Services. All information on the Services is subject to change without notice. REAL-FINITY DOES NOT ENDORSE THE ACCURACY OR RELIABILITY OF ANY OPINION OR ADVICE SET OUT IN CONNECTION WITH THE SERVICES.

3. Privacy Policy

The terms on which we process any personal information that we collect from users on the Platform or that you provide to us are described in our Privacy Policy. By using the Services, you consent to the processing of any personal information as described in the Privacy Policy and you warrant that all data that you provide is accurate.

4. Intellectual Property.

Real-Finity and its affiliates have and will retain all right, title and interest (including, without limitation, all patent, copyright, trade secret or other proprietary rights) in and to the Services and the Platform Data, and any modifications, improvements and derivative works of the foregoing, including any feedback.

5. Our Content

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms do not grant you any right, title, or interest in the Services, others' content in the Services, or Real-Finity trademarks, logos and other brand features.

6. Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent
Real-Finity, LLC
1276 S Venetian Way
Miami Beach, FL 33139
copyright@real-finity.com

7. Termination

You may terminate your Account at any time for any reason effective upon written notice to Real-Finity. Real-Finity reserves the right immediately to suspend or terminate your account and access to the Services without notice if Real-Finity believes you violated these Terms.

Termination will not limit any of Real-Finity's other rights or remedies. The Real-Finity Content, Disclaimers of Warranties, Limitation of Liability and exclusion of certain damages, Resolving Disputes, Mobile Applications and general Terms Sections and any other provision that is by its terms intended to survive termination shall survive termination of these Terms.

8. Links to other Websites and Services

The Services also may contain links to other websites or online services that we think may interest you (collectively, "**Linked Services**"). Linked Services are not under the control of Real-Finity and Real-Finity is not responsible for Linked Services or for any information or materials on, or any form of transmission received from, any Linked Service. The inclusion of a link does not imply endorsement by Real-Finity of the Linked Services or any association with the operators of the

Linked Services. Real-Finity does not investigate, verify or monitor the Linked Services. Real-Finity provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

MOBILE APPLICATIONS

If you download any of Real-Finity's Apps from a third-party app store (the "**App Platform**"), you acknowledge and agree that:

- These Terms are an agreement between us and not with the App Platform. As between Real-Finity and the App Platform, Real-Finity is solely responsible for the applications.
- The App Platform has no obligation to provide any maintenance and support services with respect to the applications.
- In the event of any failure of the applications to conform to any applicable warranty, (i) you may notify the App Platform and the App Platform may refund the purchase price for the applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Platform will have no other warranty obligation whatsoever with respect to the applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is, as between Real-Finity and the App Platform, Real-Finity's responsibility.
- The App Platform is not responsible for addressing any claims you have relating to the applications or your possession and use of the applications.
- If a third-party claims that an application infringes another party's intellectual property rights, as between the App Platform and Real-Finity, Real-Finity is responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- The App Platform and its subsidiaries are third-party beneficiaries of these Terms as it relates to your license to the applications. Upon your acceptance of the terms and conditions of these Terms, the App Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the applications against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the applications.

9. Disclaimers of Warranties

Real-Finity warrants that Real-Finity has validly entered into these Terms and has the legal power to do so. You warrant that you have validly entered into these Terms and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE REAL-FINITY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Real-Finity specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. Real-Finity does not warrant that (a) the Services will meet your requirements, (b) operation of the Services will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by Real-Finity or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE

ABOVE WAIVERS MAY NOT APPLY TO YOU. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

10. Limitation of Liability

REAL-FINITY IS NOT LIABLE FOR DIRECT DAMAGES (FOR ANY CAUSE OR UNDER ANY LEGAL THEORY) TO YOU IN EXCESS OF THE GREATER OF THE AMOUNT PAID BY YOU TO ACCESS AND USE THE SERVICES OR \$100.

YOU AGREE THAT IN NO EVENT WILL REAL-FINITY BE LIABLE TO YOU (i) FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF REAL-FINITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability together with the other provisions in these Terms that limit liability are essential terms and that Real-Finity would not be willing to grant you the rights set forth in these Terms but for your agreement to the above limitations of liability.

11. Resolving Disputes

If you have a complaint about the Services, please contact Real-Finity via email at info@realfinity.io.

Except where prohibited by local law, these Terms are governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflicts of laws of such state) and are binding on Real-Finity and you in the United States and worldwide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Terms.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION IS PERMANENTLY BARRED.

12. No Class Actions

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If this specific paragraph is held unenforceable, then the entirety of this “No Class Actions” section will be deemed void.

13. Governing Law

These Terms will be governed by Delaware law except for its conflicts of laws principles.

14. Entire Agreement

These Terms constitute the entire agreement between you and Real-Finity with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.

15. Waiver, Severability & Assignment

Real-Finity's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Real-Finity may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

16. Modifications

The effective date of these Terms is set forth at the top of this webpage. We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we will notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you. Your continued use of the Services after the Effective Date constitutes your acceptance of these Terms, as amended.