

**FNF INHERE SYSTEM
TERMS OF USE
July 1, 2020**

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1.10 Apple Legal Terms Incorporated by Reference. Apple, Inc. ("**Apple**") requires that these Terms of Use include the following: (a) you and Licensor each hereby acknowledge that these Terms of Use are concluded between you and Licensor only, and not with Apple, and Licensor, not Apple, is solely responsible for the Application licensed hereunder and the content thereof; (b) Licensor is solely responsible for providing maintenance and support services with respect to the Application as required under applicable law, if any, and you and Licensor each hereby acknowledge that Apple has no obligation

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3.9 YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR RELATIONSHIP WITH LICENSOR MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED.

3.10 Termination. In addition to any other rights of the parties set forth herein, either you or Licensor may cancel or terminate these Terms of Use at any time for any, or no reason. You may terminate these Terms of Use at any time by ceasing use of the Services, and all components of the Services. If Licensor terminates these Terms of Use for your breach, Licensor reserves the right to suspend or terminate your access to the Services in the future. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease. Notwithstanding the expiration or termination of these Terms of Use by either party, except for the license granted under Section 1.1, the parties acknowledge and agree that the provisions of Sections 1, 2, 3, 4 and 5 shall expressly survive such termination or expiration and remain in full force and effect.

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4. ACCEPTABLE USE POLICY

- a. **You may not post or otherwise transmit profane, violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other similar content via the Services.**
- b. **You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities.**
- c. **You must restrict entry of personal information only as requested and as designated within the Services. You are fully responsible for ensuring that personal information you submit is accurate, current, and complete; that you submit only your own personal information or have obtained permission from the owner of personal information you submit on their behalf; and that you and anyone whose personal information you submit are over the age of**

eighteen (18). If you are under the age of 18, do not create a user account or send any personal information about yourself. If we learn we have collected personal information from a child under 13, we will delete that information.

- d. You may not use the Services for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial governing authorities) applicable to your use of the Services and your User Content, including but not limited to, copyright laws.
- e. You are solely responsible for your conduct and all User Content that you submit, post or display on or via the Services.
- f. You must not change, modify, adapt or alter the Services or change, modify or alter another website so as to falsely imply that it is associated with the Services or Licensor.
- g. You must not access Licensor's private application programming interface ("API") unless Licensor permits the use of Licensor's API pursuant to a separate set of terms that may be obtained from Licensor.
- h. You must not act dishonestly or unprofessionally in connection with the Services, including by creating a false identity or misrepresenting yourself or any other information.
- i. You must not interfere or disrupt the Services, servers or networks connected to the Services, including by transmitting any worms, viruses, spyware, ransomware, malware or any other code of a destructive or disruptive nature (collectively, "Malware"). You may not inject any Malware into the Services or inject any content, code, script, technologies, instructions or devices that (i) infect, disrupt, damage, disable, encrypt (without authorization from Licensor) or shut down the Services or any portion of the Services or (ii) alter or interfere with the way any Licensor page is rendered or displayed in a user's browser or device.
- j. You must not attempt to restrict another user from using or enjoying the Services and you must not encourage or facilitate violations of these Terms of Use or any other Licensor terms.
- k. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for any FNF Party, we reserve the right to stop providing all or part of the Services to you.

5. MISCELLANEOUS

5.1 Full Integration. These Terms of Use, including the Privacy Notice incorporated by reference herein, constitute the entire agreement between you and Licensor related to your access to and use of the Application, the Website and other Services. No prior or contemporaneous written, oral, and electronic representation, negotiation, or agreement form a part of this agreement, and these Terms of Use, including the Privacy Notice, as each may be amended by Licensor from time to time, supersede all prior written, oral, or electronic agreements between you and Licensor relating to your access to, and use of, the Services hereunder.

5.2 Written Agreement. These Terms of Use constitute a written agreement between you and Licensor. A printed version of these Terms of Use, and of any notice given in electronic form related to these Terms of Use, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

5.3 Electronic Form of Agreement. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

5.4 Modifications. Licensor has the right to modify these Terms of Use and any policies affecting the Services, including without limitation the Privacy Notice. Any modification is effective immediately upon posting by Licensor. Your continued use of the Services following notice of any modification to these

Terms of Use shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of Licensor in providing the Services, including without limitation any change to the FNF Content, is to cease using the Services.

5.5 Governing Law; Exclusive Jurisdiction and Venue; Waiver of Jury Trial. You agree with Licensor that these Terms of Use shall be considered a contract governed by the laws of the State of Florida. Any disputes regarding these Terms of Use or the transactions contemplated hereby shall be heard by the state or federal courts located in Duval County in the State of Florida, and each party consents to the exclusive jurisdiction of such courts. You and Licensor acknowledge and agree that any controversy that may arise under these Terms of Use is likely to involve complicated and difficult issues and, therefore, you and Licensor each irrevocably and unconditionally waive any right either may have to a trial by jury in respect of any legal action arising out of or relating to these Terms of Use or the transactions contemplated hereby. You and Licensor each certify and acknowledge that we have considered the implications of this waiver, we make this waiver voluntarily, and we have each been induced to enter into these Terms of Use by, among other things, the mutual waivers and certifications in this section. The Services are solely intended to be used in the United States for transactions for real estate located in the United States. Licensor makes no representation that the Services or FNF Content are appropriate or available for use in other locations, and access to them from territories where any of the Services or FNF Content are illegal is prohibited. Those who choose to use and/or access the Services or FNF Content from other locations do so of their own volition and are responsible for compliance with applicable local laws.

5.6 No Waiver. Failure to insist on strict performance of any of the Terms of Use will not operate as a waiver of any subsequent default or failure of performance.

5.7 Severability. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

5.8 Relationship between the Parties. Nothing contained in these Terms of Use shall be construed to constitute a partnership or joint venture between you and Licensor or to constitute employment or any type of agency between the parties.

5.9 Events beyond Licensor's Control. Licensor will use reasonable efforts to keep the Application, the Website, and other Services available for your use; however, Licensor cannot and will not be responsible for any loss or unavailability of access to the Services that results from any cause including a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, wireless data or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

5.10 Descriptive Headings. The headings of the various sections herein are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.