

## LoanGraphs – terms and conditions

By clicking the registration or lead enter forms, you agree to the terms and conditions below.

### 1. SERVICES:

The subscription services available for purchase are described the section above which explains the various subscription packages available (the “Services”). LoanGraphs will provide you (the “Client”) with the package that you have ordered online. Your election to purchase a subscription constitutes an “Order”, which is subject to these terms and conditions (collectively referred to as the “Agreement”).

### 2. TERM OF SUBSCRIPTION:

- a. Free Trial Period. Client will have access to the Services for a period of 14 days from the day Client places the Order. At the end of the trial period, if you have not elected a subscription package, Client’s access to the Services will automatically terminate, including access to your information and reports.
- b. Annual Subscriptions. If elected, Client will have access to the ordered Services package for 12 months from the date of the Order. At the end of the 12-month period, the annual subscription will automatically renew for successive 12-month periods unless (i) Client gives at least 7 days’ notice prior to the annual renewal date, or (ii) LoanGraphs gives at least 30 days’ notice prior to the renewal date.
- c. Month-to-Month Subscriptions. If elected, Client will have access to the ordered Services package on a month-to-month basis. Such Services will renew on a monthly basis until (i) Client gives at least 7 days’ notice prior the end of a calendar month or (ii) LoanGraphs gives at least 30 days’ notice to the end of a calendar month. Cancellation will be effective on the first day of the calendar month following such notice of cancellation.
- d. Cancellations.
  - i. Annual Subscriptions: Client can cancel its annual subscription at any time by giving written notice to LoanGraphs, which will be effective immediately. Client will receive a prorated refund of the Fees, based on the number of full calendar months remaining in the 12-month term.
  - ii. Month-to-Month Subscriptions: Client can cancel its month-to-month subscription at any time by giving written notice to LoanGraphs, which will be effective immediately. Client will not be charged for future calendar months- no prorated refunds are provided for partial months.
- e. Termination of Access. Upon the effective termination/cancellation date, Client’s access to the Services will automatically terminate, including access to Client’s information and reports. Following termination, Client can re-activate Client’s subscription within 6 or 12 months from termination, by placing a new Order, at which time Client’s information and reports existing prior to termination with be available for access by Client.

### 3. FEES:

The Subscription Fees applicable to an Order are based on the Subscription Services package purchased by Client.

The Subscription Fee amount is subject to change: (i) Annual Subscriptions -- at the beginning of each 12-month period subject to at least 30 days’ prior notice to Client; and (ii) Month-to-Month Subscriptions -- at the beginning of the applicable calendar month, subject to at least 30 days’ prior notice to Client.

4. TAXES:

The Fees for each Order do not include applicable taxes. Client will be charged applicable taxes which may now or hereafter be imposed by any tax authority in connection with the Services provided to Client, excluding taxes based on LoanGraph's net income.

5. PAYMENT:

By placing an Order, Client is authorizing the processing of Client's credit card for payments under this Agreement, including automatic renewals.

6. ACCESS AND LICENSED SEATS.

- a. The descriptions of the Services packages specifies what services and limits apply to each package.
- b. Client can access the Services using multiple devices with a single login.
- c. If an ordered Services package includes a second seat (for example for a loan processor/assistant), Client is authorized to use the Services with two logins. Except for that authorized second seat, a separate Service package must be purchased for each user of the Services and Client is not authorized to use the Services for additional personnel or to share log ins.

7. CONFIDENTIALITY.

Privacy policy?

Each Party understands that each party may have access to confidential and/or proprietary information, about the other Party and its operations, including financial, technical, or other business information supplied by a Party, and its representatives, whether in oral, written or electronic form ("Confidential Information"). Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801 et seq.) and its implementing regulations (collectively, the "GLB Act"), as the same may be amended from time to time, that a Party receives from or at the direction of the other Party and that concerns any of Client's "customers" and/or "consumers" (as defined in the GLB Act). Each Party agrees to prevent the release to or use of such Confidential Information by its officers, directors, employees, agents and any persons or entities not approved in writing in advance by the other Party. Further, each Party agrees that it will not disclose, release, compile, use or sell any of the Confidential Information that it obtains related to the other Party during or after the term of the Agreement nor will either Party permit any of

its employees, agents or other persons or parties to do so, except to the extent required by the provisions of this Agreement.

8. Data Usage and Limitation of Liability.

- (a) Client acknowledges and agrees that all data provided by LoanGraphs is provided "As Is".
- (b) The Agreement shall inure solely to the benefit of Client and LoanGraphs, and no provision set forth or referred to herein or therein is intended or shall be construed to suggest, provide, create for or confer upon any other person or entity any direct, third-party beneficiary or other derivative or equitable right, interest, remedy, benefit or claim arising from or in connection with the respective responsibilities, obligations and liabilities of Client and LoanGraphs.
- (c) UNDER NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOST PROFITS, LOSS OF REPUTATION, LOSS OF DATA OR PROFIT, INJURY TO PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PROPERTY, COURT COSTS OR ATTORNEY FEES, OR CLAIMS FOR SUCH DAMAGE. IN NO EVENT SHALL LOANGRAPHS' LIABILITY EXCEED THE FEES PAID BY CLIENT DURING THE PRIOR 12 MONTHS.

9. Notices. Any notices under this Agreement shall be giving via email to the email addresses provided by the applicable party.

10. General Provisions.

- (a) It is the understanding and agreement of the parties that the Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law provisions.
  - (b) Any and all claims, legal proceedings, or litigation related to or arising out of the Agreement shall be brought in Dallas County, Texas, and each Party consents to the personal jurisdiction of the state and federal courts located in Dallas, Texas.
  - (c) If any term of the Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable provision shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
  - (d) Client's Order and this Agreement constitute the entire agreement between the parties and supersedes any other related agreements, oral or written.
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