

AccuTitle

TERMS OF USE

YOU OR YOUR ORGANIZATION'S USE OF THIS SITE (THE "SITE") AND CERTAIN SERVICES (AS DEFINED BELOW) PROVIDED THROUGH THE SITE, IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE. BY CLICKING "ACCEPT" BELOW, YOU AND YOUR ORGANIZATION AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU AND YOUR ORGANIZATION ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE OR THE SERVICES AND YOU MUST NOT ACCESS OR USE THE SERVICES. IF YOU ARE AGREEING TO THESE TERMS AS A REPRESENTATIVE OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THE AGREEMENT ON BEHALF OF THAT ORGANIZATION.

Services Provided

AccuTitle, LLC ("AccuTitle") provides unique web-based technology for use in connection with title insurance for the real estate industry ("Services"). The Services provides for a secure workflow and document storage solution to facilitate title production and closing tasks and enables the secure document and data exchange between you and any third parties as authorized and directed by you. It also provides a document storage solution which allows you and the buyer and seller of the real estate to store and retrieve documents related to closing, even after closing has been completed.

To further facilitate the exchange of documents and data between you and any third parties authorized by you, as an enhanced security measure, and to furnish the access to such authorized third parties consistent with transaction management platform ("TMP") billing as a pass-through cost (where permitted*), the Services may automatically generate invitations to such authorized third parties, allowing such third parties to access and use the Services when a file is opened.

You retain the ability to flag any authorized third party to an "opt out" status where receipt of the such invitation or use of the Services is not desired or appropriate, and it is your sole responsibility to accurately maintain the opt out status of third parties.

*AccuTitle does not determine, interpret or control where a TMP charge may be passed-through to consumer(s).

Account Enrollment, Eligibility, and Security

In order to access the Site and Services, you represent and warrant that you (i) are at least eighteen years of age (ii) possess the legal right and ability, on behalf of you and your organization, to agree to these Terms of Use, (iii) are registered for the AccuTitle Services under your own name and, (iv) shall use the AccuTitle Services in accordance with these Terms of Use and the License Agreement (or any similar agreement) entered into by your organization and AccuTitle (such agreement, the "License Agreement").

You agree to fully, accurately and truthfully provide information (and any updates thereto) necessary to maintain your master AccuTitle account, including, but not limited to, your or your organization's name,

mailing address, phone number, email and password for your designated administrator, all of which shall be your organization's master AccuTitle ID and credentials. All personal information used to create an account shall be used in accordance with AccuTitle's [privacy policy](#). Each user in your organization will maintain his or her own AccuTitle ID and password that will be personal to that user, and each user may only create one account. Each account shall have a unique AccuTitle ID and password, which each user is responsible for keeping confidential. Each user shall be responsible for all activities that occur using their AccuTitle ID and password, and each user shall prohibit anyone else from using his or her AccuTitle ID and password. You and your organization agree to immediately notify AccuTitle of any actual or suspected unauthorized use of any AccuTitle ID or password and/or any other security concerns of which you become aware.

In order to determine your or your organization's compliance with these Terms of Use, we reserve the right, but not the obligation, to monitor your access to, and the use of, the Site and the Services. AccuTitle may, in its sole discretion, stop providing the Services to you or your organization for actual or potential misuse of the Site or Services, or for noncompliance with these Terms of Use.

Fraud Prevention and Security

AccuTitle may contact you by telephone, mail, or e-mail to verify your AccuTitle account information. AccuTitle may request further information from you and you agree to provide such further information to ensure you have not fraudulently created your account. If you do not provide this information in the manner requested within 14 days of the request, AccuTitle reserves the right to suspend, discontinue, or deny your access to and use of the Site and Services, until the information is provided to AccuTitle as requested.

Modification to Terms of Use

AccuTitle may make changes to the content and Services offered through the Site at any time. AccuTitle can change, update, or add or remove provisions of these Terms of Use, at any time, by posting the updated Terms of Use on this Site and by notifying you the next time that you login to the Service after such update. By using this Site after AccuTitle has updated the Terms of Use, you are agreeing to all the updated Terms of Use; if you do not agree with any of the updated Terms of Use, you must stop using the Site and Services. Unless we expressly note otherwise, these Terms of Use incorporate and supersede any other Terms of Use associated with the Services.

AccuTitle has the right to limit, suspend, discontinue or deny you or your organization's access to and use of the Services at any time, and without notice, for any reason AccuTitle considers appropriate or necessary in its sole discretion, including but not limited to (1) for security reasons (2) for alleged or suspected breach of these Terms of Use, or (3) for the protection of intellectual property.

Information Provided by you

As part of the sign-up process, your organization is required to provide us with certain information. Additionally, it is your responsibility to update AccuTitle as promptly as possible with changes to your organization's information so that all records are current, complete, and accurate. Please keep this in mind when determining which e-mail address you provide when creating your account. You must notify us when there is a:

- Change in your or your administrator's e-mail address

- Change in your address
- Change in your phone number
- Change of ownership of account

As part of using the Services, you and your organization may provide us with certain information related to the title production process, title insurance issuance process, and other and closing tasks associated with the purchase and sale of real estate, including but not limited to, information related to the buyers and sellers in the real estate transaction. AccuTitle acknowledges that as between you and AccuTitle, you or your organization own or otherwise has rights to all information that you provide or otherwise permit AccuTitle to access through the Site and Services (the “Information”), and you and your organization hereby grant to AccuTitle a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use such Information to provide the Services to you and your organization and as otherwise permitted by these Terms of Use and the AccuTitle [privacy policy](#). You acknowledge and agree that AccuTitle may share certain of the Information with third parties (pursuant to the license set forth above under the section titled “Information Provided By You”), such as insurance companies, brokers, lenders and other value added buyer, seller or homeowner service providers. You and your organization represent and warrant that you/it has sufficient rights to transmit to AccuTitle, or permit AccuTitle to access, the Information, including all data contained therein.

E-mail Communications

By subscribing to AccuTitle’s Services, your organization is agreeing to opt-in to the receipt of notifications, newsletters and other information. If you do not wish to receive such communications, you may opt-out at any time by clicking the “unsubscribe” button at the bottom of any e-mail you receive from us, by contacting our customer service team support@accutitle.com, or by calling us at (877) 354 1170 ext. 1. Please note that it may take us up to thirty (30) days to remove you from the mailing list after we receive your notice that you wish to unsubscribe.

Limitations on Use

Certain Services may be provided to you free of charge if they are in beta development. By agreeing to these Terms of Use, you expressly acknowledge and agree that those beta Services may not be totally error free or available in the future.

You agree that you will not use the Site or Services in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message under a false name or use the network resources of AccuTitle to impersonate another person or misrepresent authorization to act on behalf of others or AccuTitle. All messages transmitted via AccuTitle should correctly identify the sender. you may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use your or your organization’s account, usernames, or passwords to access or use the Site or Services. You will not attempt to undermine the security or integrity of computing systems or networks of AccuTitle. You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or the Services. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the Site or

the Services. You will not use robots or scripts with the Site. You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by this Site.

You further agree that any Information you provide on the Site, will not infringe or facilitate infringement on any copyright, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party.

AccuTitle maintains the right to delete any information provided by you that it reasonably deems to be fraudulent, abusive, defamatory, or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Operational Functionality

AccuTitle reserves complete and sole discretion with respect to the operation of the AccuTitle Services and Site. AccuTitle may, among other things, withdraw, suspend, or discontinue any functionality or feature of the AccuTitle Services or Site. AccuTitle is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers. AccuTitle is not responsible for maintaining the accuracy, completeness, or timeliness of information arising from use of the Site or in respect of the Services. AccuTitle reserves the right to maintain, delete, or destroy all communications and information posted or uploaded to the Services in accordance with its internal record retention and/or destruction policies.

License to Use the Services

Subject to you and your organization's compliance with these Terms of Use and the License Agreement, AccuTitle hereby grants to you, during your relevant license term (as set forth in the License Agreement), a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Services in accordance with the documentation and instructions provided by AccuTitle, solely for your internal business purposes and not for the benefit of any other person or entity. Neither you nor your organization is granted any other right to store any of the Services (including any portion of the software or documentation) on any computer or other device or copy or otherwise use such information for any purpose other than as permitted by these Terms of Use. In the event that your log in is pursuant to a free trial, your subscription shall only exist for the term of the trial.

Intellectual Property

With the exception of your Information, AccuTitle or its licensors retains all right, title, and interest in and to the AccuTitle Site and its contents, the Services, and any information, products, documentation, software or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark or other intellectual property rights or proprietary rights in any of the foregoing.

You agree that, unless permitted by law, you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the Services. You may not sell, assign, license, grant a security interest in or otherwise attempt to transfer any right in the Services (which includes its software and documentation), create derivative works based on or in any manner commercially exploit the Services, in whole or in part. You agree that violations by you or your organization, and any person or entity affiliated with your organization, of these copyrights, trade secrets, patents, other intellectual property protections, or

these Terms of Use will be considered a material breach by you and your organization and AccuTitle may pursue any and all remedies available to it, under law and equity for such breach. Nothing contained on the Site should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right to use any trademarks, service marks, or logos displayed on the Site without the written grant thereof by AccuTitle or the third-party owner of such trademarks, service marks, and logos. The Site may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

Third Party Information, Services, and Links

The Services may display certain materials, information, or other content that is provided by third parties and not AccuTitle (“Third-Party Content”). Separate and additional terms govern the use of such Third-Party Content. AccuTitle provides such information as a convenience, and AccuTitle does not verify, make any representations or take responsibility for such Third-Party Content, including, without limitation, the truthfulness, accuracy, quality or completeness of the Third-Party Content.

This Site may be linked to other websites that are not AccuTitle sites (“Third-Party Site(s)”). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, in certain situations, you may be transferred to a Third-Party Site through a link, but it may appear that you are still on this Site. You acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than AccuTitle, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third-Party Sites. AccuTitle provides links to the Third-Party Sites to you as a convenience, and AccuTitle does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT ACCUTITLE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES, ANY THIRD-PARTY CONTENT, AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply AccuTitle 's endorsement or recommendation.

International Use

The Services are designed for users within the United States of America (“**Supported Jurisdiction**”). If you use or access the Site or Services outside of the Supported Jurisdiction, you agree to take full responsibility for verifying that your use of the Site and Services is appropriate and legal in that jurisdiction. AccuTitle makes no representation that the information and services provided on the Site or through the Services are applicable to, appropriate for, or available outside the Supported Jurisdiction. Accessing the Services from

territories where the content is illegal is prohibited. AccuTitle reserves the right to restrict access to the Site and its Services through technological means as it deems appropriate.

Legal Notices and Disclaimers

Content Disclaimers: The information and Services provided on or through this Site are intended solely as a mechanism to assist you and your organization providing title insurance issuance and, closing services for real estate transactions and/or record retention in connection with real estate transactions. AccuTitle makes no warranties or representations as to the accuracy, completeness, or timeliness of the information provided on the Site and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on the Site. You assume the entire risk of loss in using the Site and information contained in the Site.

General Disclaimers: YOU ACKNOWLEDGE THAT YOUR USE OF THE ACCUTITLE SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ACCUTITLE AND ITS LICENSORS, SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS AND/OR MALICIOUS CODE. WITHOUT LIMITING THE FOREGOING, ACCUTITLE AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE ACCUTITLE PRODUCTS, INFORMATION, AND SERVICES PROVIDED HEREUNDER.

Service Reliability and Warranties

AccuTitle makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, 100% secure, or error free, or that defects, if any, will be corrected. Such defects and errors include any loss of data resulting or any service interruption caused by AccuTitle employees. AccuTitle is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers.

AccuTitle will take all commercially reasonable precautions to protect against failure of our equipment and software. You acknowledge and agree that temporary interruptions in service may occur, and that AccuTitle shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of or access to the Services outside of its control. You acknowledge and agree that data may be lost or corrupted in connection with use of the Services. AccuTitle shall perform regular back-ups of all data stored on the Site, but shall have no liability to you in the event all data is lost or destroyed for causes outside of its control other than to restore such data from the back-ups. You acknowledge and agree that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Services.

Indemnification

You agree to indemnify AccuTitle, our contractors, agents, employees, officers, directors, and its affiliates (“Affiliates”) from all liabilities, claims, losses, causes of action, actions and suits (whether arising in law or in equity), expenses, including reasonable attorney’s fees relating to or arising, directly or indirectly, out of or in connection with (i) your or your organization’s misuse of the Site or the Services or any information posted on the Site or provided through the Services, (ii) your or your organization’s breach of the Terms of Use, (iii) any negligent action or omission by you or your organization or willful misconduct by you or your organization; (iv) you or your organization’s breach of law; and/or (v) you or your organization’s failure to obtain any consent necessary for AccuTitle to use the Information you provide through the Services as described in these Terms of Use. If and when AccuTitle is threatened with suit by a third party, AccuTitle may seek written assurances from you concerning your promise to indemnify it; your failure to provide those assurances shall be considered a breach by you of these Terms of Use and may result in AccuTitle suspending or terminating your access to the Service(s), provided however that AccuTitle will provide you with fourteen (14) days prior written notice prior to any such suspension or termination.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ACCUTITLE AND THE SITE AND SERVICES OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICES CAUSED BY YOU OR ANY PERSON USING YOUR ACCUTITLE ID OR PASSWORD. ACCUTITLE DOES NOT ASSUME ANY LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR OR ANY THIRD PARTY’S USE OF ANY OF THE ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE SERVICES.

IN NO EVENT SHALL ACCUTITLE OR ITS AFFILIATES BE LIABLE TO YOU OR YOUR ORGANIZATION FOR ANY DIRECT DAMAGES RELATED TO THIS AGREEMENT IN EXCESS OF THE LESSER OF (I) TWICE THE TOTAL FEES PAID UNDER YOUR SUBSCRIPTION DURING THE PRIOR 12 MONTHS, AND (II) FIVE HUNDRED UNITED STATES DOLLARS (\$500.00). FURTHERMORE, IN NO EVENT SHALL ACCUTITLE OR ITS AFFILIATES BE LIABLE TO YOU OR YOUR ORGANIZATION FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY SERVICE OFFERED THROUGH THIS SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THE SITE, OR THESE TERMS OF USE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ACCUTITLE IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS.

THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

A party suffering or incurring loss or damage for which the other is liable shall take reasonable steps to mitigate such loss or damage.

Third-Party Beneficiaries

The Indemnification and Disclaimers provisions set forth above are for the benefit of AccuTitle, and its Affiliates. Each of AccuTitle and its Affiliates shall have the right to assert and enforce the provisions of these Terms of Use directly against you on its own behalf.

Termination and Survival

Your subscription with AccuTitle may be terminated in accordance with the termination rights set forth in your organization's License Agreement with AccuTitle. Notwithstanding the foregoing, AccuTitle may terminate Services at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms of Use. Notice of termination of Services by AccuTitle will be sent by e-mail to the address you provided that is associated with your master AccuTitle account. Upon termination of Services, AccuTitle has the right to delete all data, files, or other information that is stored in the Customer's account for any reason. All of the provisions of these Terms of Use that are intended to survive the termination of these Terms of Use shall so survive, including but not limited to, all disclaimers, the limitation of liability, the indemnity obligations, the license to the Information, and the intellectual property provisions.

Fees and Applicable Charges

As consideration for AccuTitle's provision of the Services, your organization shall pay to AccuTitle the fees set forth in the License Agreement, in accordance with the payment terms set forth therein. You agree that any unpaid balance due for the Services shall bear interest at the rate of 18% per annum (or the maximum interest rate permitted by law, whichever is greater), and that costs of collection, including Court costs and reasonable attorney fees, shall be added as principal amounts to such balance. AccuTitle reserves the right to modify its pricing structure at any time and implement the new price structure at any time on 30 days' notice to you, or as otherwise outlined in the License Agreement. You will have the right to discontinue use of the Services and the Site if you do not agree to pay fees in accordance with the new price structure. AccuTitle may suspend you and your organization's access to the Services if your organization has failed to pay any fees when due.

Force Majeure

Notwithstanding anything herein to the contrary, AccuTitle shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of God, act of governmental authority, act of public enemy, war, severe weather conditions, or any other cause beyond its control except where this is caused by the gross negligence of AccuTitle. In such an event AccuTitle shall be entitled to a reasonable extension of time to perform its affected obligations provided that AccuTitle shall use reasonable efforts to mitigate the impact and continue to carry out its unaffected obligations.

No Third Party Rights

Unless expressly stated in these Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies under these Terms of Use on any other persons other than you or your organization, AccuTitle and its Affiliates.

Assignment

Neither you nor your organization may not assign, transfer or delegate your/its rights under these Terms of Use or any part of them without AccuTitle's prior written consent. These Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

Governing Law, Jurisdiction, and Venue

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law rules or principles. Any civil action or legal proceeding arising out of or relating to these Terms of Use shall be brought in the applicable Federal or State court located in Morris County, New Jersey. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Any cause of action or claim you or your organization may have with respect to AccuTitle must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the AccuTitle Services or the Site.

Enforcement Costs

If any civil action or other legal proceeding is brought for the enforcement of any of these Terms of Use or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of any of these Terms of Use, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs, and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including fees and costs associated with collecting such amounts).

Waiver of Jury Trial

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION, SUIT OR PROCEEDING, IN ANY COURT WITH RESPECT TO, IN CONJUNCTION WITH, OR ARISING OUT OF THESE TERMS OF USE OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, AND/OR PERFORMANCE OF ANY OF THE OBLIGATIONS OR SERVICES HEREUNDER OR THEREUNDER; PROVIDED, HOWEVER, THAT WITH RESPECT TO ANY COMPULSORY COUNTERCLAIM (I.E., A CLAIM BY A PARTY HERETO AGAINST ANOTHER PARTY WHICH, IF NOT BROUGHT IN SUCH ACTION, WOULD RESULT IN THE FIRST PARTY BEING FOREVER BARRED FROM BRINGING SUCH CLAIM), A PARTY HERETO SHALL HAVE THE RIGHT TO RAISE SUCH COMPULSORY COUNTERCLAIM IN ANY SUCH LITIGATION, SUIT OR PROCEEDING, WHETHER OR NOT IT IS BEING TRIED BY A JURY.

Waiver

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Spam and Compliance with Anti-Spamming Laws

AccuTitle has a strict zero tolerance for unsolicited bulk email, unsolicited posting to news groups or other illegal activities. Your organization shall not use or permit any of your employees, agents or affiliates to: market, promote or solicit AccuTitle products in ways that violate the federal CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing) or any other laws of the Supported Jurisdictions, or any jurisdictions where the product is used. Your organization shall not use the Services or the Site to infringe the rights of others, distribute chain letters or unsolicited bulk electronic mail (“spamming”); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; infringe copyrights, trademarks, or other intellectual property rights. You further agree to comply with any laws concerning the transmission of technical data and other regulated materials via the internet. your organization agrees to indemnify and hold AccuTitle and its Affiliates harmless for any and all acts found or suspected to be in violation hereof. You and your organization shall indemnify and hold AccuTitle and its Affiliates harmless against and from losses, damages, costs, and reasonable attorneys’ fees, if any, incurred in defending and/or resolving any suits brought against AccuTitle or any of its Affiliates, relating to your or your organization’s use the Services or the Site arising out of an actual or alleged violation of any anti-spamming rules, regulations, laws, and statutes. Your account will be terminated for any of the above infractions.

Notice

AccuTitle may provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the Site, or by written communication delivered by first class mail or express courier to your address on record in the AccuTitle account information. You may give notice to AccuTitle at any time via electronic mail to support@AccuTitle.com or by letter delivered by first class postage prepaid U. S. mail or overnight courier to AccuTitle, 1518 Long Beach Blvd Ship Bottom, NJ 08008.

Entire Agreement

These Terms of Use, together with your organization’s License Agreement, and any AccuTitle rules or policies referred to herein, represents the entire agreement between you or your organization and AccuTitle concerning the subject matter hereof, and supersedes all prior understandings, whether written or oral, concerning such subject matter. AccuTitle may modify these Terms of Use as set forth above. In the event of any conflict between these Terms of Use and any other rules the License Agreement entered into by you and/or your organization, these Terms of Use shall control. Even if the License Agreement requires a signed amendment to supersede its terms, you acknowledge and agree that by clicking to agree to these Terms of

Use, you are agreeing to waive such requirement, and hereby do waive such requirement, and that these Terms of Use control.

Comments, Suggestions, and Submissions

AccuTitle welcomes comments, suggestions and submissions by its users. Any comments, suggestions and submissions made by you or your organization, including but not limited to, messages, notes, feedback, artwork, communications, computer code or creative materials provided to AccuTitle are and shall remain the exclusive property of AccuTitle. At the time the comment, suggestion, and/or submission you hereby fully assign to AccuTitle any and all rights you may have in such submissions. AccuTitle shall have the right to use such comment, suggestion, and/or submission for any and all purposes, in its own discretion, without any compensation to you. Please submit comments and suggestions to customer service at the address or email provided in the Notice Section above. You will not post or transmit a message.