

# SharperLending, LLC.

## AppraisalFirewall.com Click Agreement

### 1. TERMS OF USE

Welcome to AppraisalFirewall.com's Terms of Use Agreement ("Agreement"). This is a legal contract between you and SharperLending LLC (hereinafter SharperLending). Please read the entire Agreement carefully. SharperLending will provide its appraisalfirewal.com to you only upon your acceptance of this Agreement.

Except as otherwise provided, this Agreement applies to all Users of any service at AppraisalFirewall.com.

### 2. DEFINITIONS

In this Agreement,

- a. The "Site" and the "Website" refer to the website [www.appraisalfirewall.com](http://www.appraisalfirewall.com).
- b. "Appraiser" means a licensed real estate appraiser, appraisal company or similar appraisal professional.
- c. "Affiliated User" means an organization which has established a relationship with AppraisalFirewall.com, Inc. for the purposes of handling, monitoring or reviewing transactions through the Site.
- d. "Covered Parties" refers to SharperLending, LLC., its directors, officers, shareholders, employees, and agents.
- e. "Homeowner" means a person who owns a residence and may be considering its sale or a person who is actively interested in purchasing a home.
- f. "Other" refers to persons other than Appraisers, Real Estate Agents, and Homeowners, including but not limited to attorneys, paralegals, mortgage brokers, mortgage lenders, financial institutions and other entities and individuals.
- g. "User" means any user of the Appraisalfirewall.com service, including but not limited to Appraisers, Real Estate Agents, Affiliates, Homeowners, and Others.
- h. "You" refers to any User of the Site.
- i. "HVCC" means the Home Valuation Code of Conduct as signed between Fannie Mae, Freddie Mac and the New York State Attorney General.
- j. "USPAP" means the Uniform Standard of Professional Appraisal Practices.

### 3. USE OF MATERIAL

- a. You are granted a nonexclusive, nontransferable, limited license to access and use the Site in accordance with this Agreement.
- b. All right, title, and interest (including all copyrights and other intellectual property rights) in the Site (in both print and machine-readable forms) belong to SharperLending. You acquire no proprietary interest in the Site. You may not remove or obscure the copyright notice or other notices contained in information, products, and software retrieved from SharperLending or the Site.
- c. The contents of the Site, such as text, graphics, images and other material ("Material"), are protected by copyright under both United States and foreign laws. Unauthorized use of the Material may violate copyright, trademark and other laws. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material.
- d. You must receive express permission from SharperLending if you (a) sell or modify the Material or reproduce, display, publicly perform, distribute, decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, or create derivative works from the Site, which includes the information and software made available therein; (b) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the Site, except to the

extent required in order for you to use the Site in the manner expressly intended by SharperLending; (c) export or re-export the Site in violation of the export control laws and regulations of the United States of America.

- e. In that all data provided by the Site is obtained from public records, and other outside sources, you acknowledge that SharperLending has used its best efforts but does not make any representations that such data is accurate or complete, and you use this data at your own risk.

#### **4. ACCESS TO THE SITE**

- a. Information, products, software, services and features may be added to or withdrawn from the Site at SharperLending's sole discretion, and can be changed without notice.
- b. SharperLending does not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors both inside and outside of our control. From time to time, system maintenance will be necessary, and, under such circumstances, SharperLending will notify its users in advance by posting a message on the Site and/or sending an e-mail notice to registered members' e-mail addresses.
- c. SharperLending reserves the right to modify or discontinue the Site or any portion thereof with or without notice to any User.
- d. SharperLending shall not be liable to any User or other party should it exercise its right to discontinue the Site.

#### **5. By enrolling in the Site's Appraisal Network, you as an Appraiser warrant and agree that:**

- a. You are of legal age and otherwise capable of forming a binding legal contract;
- b. You will:
  - i. Always submit true, current and complete information about yourself for the Appraiser Profile to the Site;
  - ii. Maintain and promptly update your Appraiser Profile to keep it true, current and complete;
  - iii. Always submit true, current and complete information about properties, appraisals, and other information to the Site and its Users;
  - iv. Never transfer or assign your membership nor share or distribute your own or any other member's name or password information to anyone.
- c. You have complied with all licensing and regulatory requirements applicable to real estate appraisers in the geographic areas you have listed as part of your member enrollment form and you are a licensed and/or certificated real estate appraiser for the counties you indicate you serve.
- d. You will not use the information obtained through the Site to locate, identify or directly contact any Homeowner or User in any manner without prior express written permission from SharperLending.
- e. You will not submit more than one Appraiser Profile.
- f. You will NOT communicate with lenders about orders originated the Site through any manner outside of the appraiserfirewall.com system.
- g. You will not use any service provided by the Site to impersonate or portray another person or entity, to communicate under a false name or name you are not authorized to use or otherwise engage in false or fraudulent practice(s). Furthermore, you recognize that fraudulent use(s) of any service provided by the Site may subject you to liability.
- h. You acknowledge that SharperLending and the Site are completely independent from you. You are not engaged in any agency, partnership, joint venture, employee-employer, franchisee-franchiser or other type of relationship and no such relationship(s) are intended nor created by this Agreement with SharperLending or the Site.

- i. SharperLending will remit your agreed upon fee, less any transaction fees as specified during fee negotiation, approximately 20 days from the end of the month you have completed and submitted your proper and complete appraisal report. . SharperLending reserves the right to withhold payment until any outstanding customer service issues are resolved and/or change the fee remittance schedule at any time. SharperLending will only remit payment for orders that have been paid in full.
- j. SharperLending assumes no liability for the payment to you for cancelled orders and does not pay "trip charges" or similar fees for cancelled orders unless expressly agreed to otherwise.
- k. As a condition of using the site, you hereby release SharperLending, its staff, its officers, its affiliates and its clients from any liability above and beyond the agreed upon fee for any appraisal order. In the event that you file suit against SharperLending, its staff, its officers, its clients and/or its affiliates, you agree to pay 100% of the legal fees incurred by the opposing party to defend themselves, if the opposing party prevails. You will not place, or attempt to place any liens or lis pendens on any property associated with any appraisal order delivered through the Site.
- l. Unless you provide written notice to SharperLending of your desire to cancel, sent by receipt-requested delivery method (i.e. overnight courier or Registered US mail), your inclusion in the Site's appraisal network will continue. Failure by you to make use of your account and/or update your contact information does not constitute cancellation of your account.
- m. SharperLending reserves the right to review any and all appraisals and require changes to be made to the appraisal(s) in order to meet HVCC, USPAP and/or other government requirements.
- n. You will respond within 2 business days to any Value Review Request Form that is submitted to you. You will review the form and respond through the system in one of two ways; upload a revised report or you may upload a written rebuttal (in PDF format) with the reason(s) a change is not warranted.

## **6. RESPONSIBILITIES OF MORTGAGE BROKERS AND MORTGAGE LENDERS**

- a. By using Appraisalfirewall.com, you as a Mortgage Broker, Mortgage Lender represent, warrant and agree that:
  - i. You are of legal age and are otherwise capable of forming a legally binding contract and you will;
  - ii. Always submit true, current and complete information about yourself for the Appraiser Profile to the Site;
  - iii. Maintain and promptly update your Appraiser Profile to keep it true, current and complete;
  - iv. Always submit true, current and complete information about properties, appraisals, and other information to the Site and it's Users;
  - v. Never transfer or assign your membership nor share or distribute your own or any other member's name or password information to anyone.
  - vi. You understand that SharperLending does not conduct comprehensive audits of Appraisers' Profiles or other information that has been submitted by the Appraisers;
- b. You will not use any service provided by the Site to impersonate or portray another person or entity, to communicate under a false name or name you are not authorized to use, or otherwise engage in false or fraudulent practice(s) that may conflict with HVCC, USPAP and/or other government requirements. Furthermore, you recognize that fraudulent use(s) of any service provided by the Site may subject you to liability.
- c. You acknowledge that SharperLending and the site are completely independent from you. You and the Site are not engaged in any agency, partnership, joint venture, employee-

employer, franchisee-franchiser or other type of relationship and no such relationship(s) are intended nor created by this Agreement.

- d. You agree to pay SharperLending via the site for all products and services you order in a timely fashion and you furthermore agree that the cancellation of an order by you does not relieve you from the responsibility to pay SharperLending in full for that order.
- e. You agree to pay for all services supplied by and through site.

## **7. RESPONSIBILITIES OF AFFILIATED USER**

- a. By using the Site, you as an Affiliated User represent, warrant and agree that:
  - i. You will always submit true, complete and accurate information to the Site and its Users;
  - ii. You will maintain and promptly update information submitted to the Site to keep it true, complete and accurate.
- b. You will never transfer or assign your credentials with another entity without prior express permission from SharperLending.
- c. You are of legal age and are otherwise capable of forming a legally binding contract;
- d. You will pay SharperLending all agreed to fees;
- e. You will not use any service provided by the site or SharperLending to impersonate or portray another person or entity, to communicate under a false name or name you are not authorized to use, or otherwise engage in false or fraudulent practice(s). Furthermore, you recognize that fraudulent use(s) of any service provided by the Site may subject you to liability.
- f. You acknowledge that the Site is completely independent from you. You and the Site are not engaged in any agency, partnership, joint venture, employee-employer, franchisee-franchiser or other type of relationship and no such relationship(s) are intended nor created by this Agreement.
- g. You agree that will not represent yourself as being a part of SharperLending, its affiliates, subsidiaries or parent companies.

## **8. WARRANTY DISCLAIMER**

THE SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND SHARPERLENDING AND EACH THIRD PARTY SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

- a. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to:
  - i. any errors in or omissions from Appraisalfirewall.com,
  - ii. any third party websites or content therein directly or indirectly accessed through hot links in Appraisalfirewall.com, including but not limited to any errors in or omissions therefrom,
  - iii. the unavailability or interruption of Appraisalfirewall.com or any portion thereof,
  - iv. your use of Appraisalfirewall.com (regardless of whether you received any assistance from any Covered Party),
  - v. the content of Appraisalfirewall.com,
  - vi. any inaccuracies or mistakes obtained by public records or other outside sources, or

vii. any delay or failure in performance by Appraisalfirewall.com or any Covered Party.

## 10. INDEMNIFICATION

- a. You hereby represent and warrant that (a) any information you have provided to SharperLending and the Site is true and accurate, (b) you will at all times comply with all applicable laws, rules, and regulations with respect to your use of the Site, (c) you will comply at all times with this Agreement.
- b. You will indemnify and hold harmless all Covered Parties against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims due to, resulting from or arising in connection with activities and information which are performed, made, distributed, displayed, transmitted or published by you, including but not limited to those attributable to (a) infringement, misappropriation or violation of any copyrights or other proprietary rights of any third party, and (b) errors in or omissions from such activities and information.
- c. You agree to defend all Covered Parties against any cause of action or proceeding which arises in connection with any claim or proceeding due to, resulting from or arising in connection with activities and information which are performed, made, distributed, displayed, transmitted or published by you. Your obligation to indemnify the Covered Parties will survive the expiration or termination of this Agreement by you or any Covered Party for any reason. You shall pay for the defense, including costs and/or attorneys' fees, of any such third party action arising as described herein unless the Covered Parties agree otherwise.

## 11. MISCELLANEOUS

- a. This Agreement may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; SharperLending may change all other provisions immediately upon notice. Your access to the Site may be terminated immediately upon notice to SharperLending if any change is unacceptable. Continued use of the Site following any change constitutes acceptance of the change.
- b. SharperLending or the User may terminate access to the Site. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. SharperLending may suspend or discontinue providing your access to the Site without notice and pursue any other remedy legally available to you if you fail to comply with any of your obligations hereunder.
- c. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Site. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Site; or on the date received, if delivered in any other manner.
- d. Users may not assign their rights or delegate their duties without the prior written consent of SharperLending.
- e. The Agreement shall be governed by and construed in accordance with all applicable Washington State and Federal laws. Both parties submit to jurisdiction in Spokane, Washington.
- f. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- g. Should any part of this Agreement be held invalid or unenforceable as written, that portion shall be reformed to reflect the original intentions of the contract and the remaining portions will remain in full force and effect. If the contemplated purpose of any provision of this Agreement be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

- h. Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

**By clicking “I agree,” you will also be providing your electronic signature that will affirm:**

You understand and intend that this agreement is a legally binding agreement and the equivalent of a signed, written contract

You agree that the use of the SharperLending Services, including our Web site, is subject to the TERMS AND CONDITIONS of this Agreement. If you click “I agree” below, we will create an electronic record of your agreement and you will be able to continue use of the Licensed System.

SharperLending is a trademark of SharperLending, LLC.

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