

## Terms of Use Agreement

SettlementWorksLLC.com ("Website") is owned and operated by Settlement Works, LLC. By accessing and using this website, you agree to be bound by these Terms of Use (this "Terms of Use"), as may be modified from time to time effective immediately and binding to all parties upon posting.

If you object to any of the Terms of Use contained herein or to the Settlement Works, LLC Privacy Policy, at any time- DO NOT USE THE WEBSITE.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS. VIOLATION OF THE TERMS HEREIN MAY LEAD TO LEGAL ACTION BEING TAKEN AGAINST YOU.

**1. Access and Retention.** In order to access these electronic Terms of Use, you must have access to the Internet, and pay any service fees associated with such access. Please print or save a copy of this document solely for your own reference if you wish.

**2. Content.** Settlement Works, LLC retains all proprietary rights in the Website, domain and the full extent its content. The Website contains proprietary information of Settlement Works, LLC and its licensors.

### 3. Use of the Website

a. You must not copy or adapt the object code of the Website, or reverse engineer, decompile, modify or attempt to discover any source or object code of any part of the Website or permit any third party to do so.

b. You must not embed or add any code or device onto the Website.

c. You are expressly prohibited from copying, capturing, modifying, publishing, transmitting, distributing, displaying, replicating, or selling said proprietary information without receipt of written permission from Except where we have given you express written permission, Settlement Works, LLC

d. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

e. You must not rent, sell or lease access to the Websites, or any Content on the Website.

f. If you are accessing the Websites on behalf of a company or organization, you represent and warrant that: you are an authorized representative of that company or organization, and that you have the authority to bind it to these Terms of Service.

g.

e. Settlement Works, LLC has the right, in its sole discretion, to terminate your use or take such other action as we see fit if you violate any of the above conditions or any of these Terms of Use. This may include taking court action, reporting offending users to the relevant authorities and/or blocking access for offending users.

#### **4. Limitation of Liability.**

Settlement Works, LLC makes no warranties, express or implied, as to the accuracy, completeness or adequacy of the Website's content or that the functionality of the Websites will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk.

UNDER NO CIRCUMSTANCES SHALL SETTLEMENT WORKS, LLC, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR THE CONTENT CONTAINED THEREIN, REGARDLESS OF THE THEORY OF LIABILITY.

**5. Privacy.** Use of the Website also governed by our Privacy Policy (attached hereto).

**6. Governing Law and Dispute Resolution.** If there is any dispute arising out of the Website, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of Delaware.

**7. Entire Agreement.** This Agreement contains the entire agreement between you and Settlement Works, LLC regarding the use of the Websites and/or the Service.

**8. Severability; Waiver.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, Settlement Works, LLC failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect our ability to enforce such term at any point in the future.

## Notice of Privacy Practices

Settlement Works, LLC places a high level of importance on securing our clients' private information. In following the requirements set forth under the Gramm-Leach Bliley Act or GLBA for short, we are providing you with this notice of our privacy practices.

In connection with conducting our role in completion of your settlement, we will collect Nonpublic Personal Information classified as "NPI". **NPI is considered to be any information that is not general made lawfully available to the public or information an individual has the ability for which to limit access or refrain from sharing with the public.** Examples of NPI include but are not limited to social security numbers, bank account numbers, loan information, contract terms and settlement statements.

NPI we collect includes that which is received from:

- You, for example completion of applications or forms and answering of questions by way of telephone, fax, email, portal system, or in person.
- Our files, or from affiliates such as title searchers
- Third parties involved with the transaction such as Realtors or lenders in connection with the transaction
- A consumer reporting agency

We may disclose the above information collected by our office to affiliates and third parties as permitted by law as we deem necessary to complete the settlement for example to real estate agents, short sale negotiators, financial service providers, insurance companies, mortgage lenders, banks, credit unions, title insurers, home warranty companies, attorneys, condominium and home owner associations and escrow agents.

WE DO NOT DISCLOSE ANY OF YOUR NPI TO FOR ANY PURPOSES THAT ARE NOT EXPRESSLY PERMITTED BY LAW OR DEEMED UNECESSARY FOR COMPLETION OF THE SETTLEMENT.

We do not share any of your NPI with third parties for marketing purposes or any other circumstances that would allow you to limit or "opt out" under the law.

Access to your NPI is restricted to employees on a need to know basis. Our policies regarding the physical and electronic maintenance and security of your files are in compliance with federal regulations and in line with industry best practices.