

# PROPERTY INSIGHT TERMS OF USE

LAST UPDATED July 18, 2025

These Terms of Use (the “Terms”) apply to websites, online platforms, and mobile applications (collectively, the “Sites”) in the control of Property Insight, LLC, its successors and assigns, and its majority-owned subsidiary companies (“we,” “us,” “our,” and “PI”).

As a condition of accessing or using the Sites, you acknowledge that you have read and understand these Terms and that the Terms are a legal contract between you and PI governing your use of the Sites. You also agree to be bound by any rules and policies published on the Sites. By accessing or using the Sites, you also certify that you are at least 18 years of age, reside in the United States, and that, if you are acting on behalf of another person, you are authorized to do so. The information and materials contained in the Sites are for marketing and information purposes only and are not intended to be a complete disclosure about PI and its business, products, or services.

READ THE TERMS CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SITES. USE OF THE SITES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITES.

## Use of the Sites

We grant you a non-transferable, non-exclusive, limited license to access and use the Sites solely in connection with viewing the Sites for your personal or internal business purposes. Unless you have explicit written permission, you must not reproduce, modify, rent, lease, sell, trade, distribute, transmit, broadcast, publicly perform, create derivative works based on, or exploit for any commercial purposes, any portion, use of, or access to, the Sites (including User-Created Content, advertisements, APIs, and software). You may access and use the Sites only for lawful purposes and in accordance with these Terms.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and PI as a result of these Terms or use of the Sites. You agree not to hold yourself out as a representative, agent, or employee of PI, and that PI shall not be liable for any representation, act, or omission by you.

The Sites are intended only for use by U.S. residents. We make no claim that the Sites or their contents are accessible or appropriate outside the United States. The Sites may not be used by any person or entity in any jurisdiction or country where any such distribution or use would be contrary to local law or regulation. Not all products and services are available in all areas, and your eligibility for any particular product or service is subject to the final approval and acceptance of PI. PI may discontinue or make changes to the information, products, or services described in the Sites at any time without prior notice.

You are solely responsible for providing the equipment needed to access the Sites. You are responsible for ensuring that all persons who access the Sites through your internet connection are aware of these Terms and comply with them.

By accessing or using the Sites, you agree that you will comply with all applicable laws and will not:

- (a) Copy any portion of the Sites or use any tool, device, or process (manual or automatic) to gather, extract, monitor, or copy any information contained within the Sites;
- (b) Access or obtain, or attempt to access or obtain, any personal, nonpublic, or confidential information contained within the Sites which you are not authorized to access or obtain;
- (c) Access or attempt to access any portions of the Sites which are password-protected, secure, or nonpublic areas of the Site that you are not authorized to access;
- (d) Send, expose, disclose, reveal, or share nonpublic private information through the Sites without the express written consent of the owner of the information;
- (e) Remove or conceal any proprietary notices from the Sites;
- (f) Modify, create derivative works, translate, reverse engineer, decompile, hack, disassemble, or in any way exploit the Sites, or any contents or any other elements contained or offered by the Sites;
- (g) Use the Sites for the benefit of any third party or in any manner not permitted by the licenses granted herein;
- (h) Interfere with the operation of the Sites, the server(s) on which the Sites are stored, or any associated server, computer, or database, or others' enjoyment or use of the same;
- (i) Place any software, code, or communication, such as cookies, spyware, robots or viruses, or other malicious or technologically harmful material, on the Sites;
- (j) Access, create, or modify source, object, or other code of the Sites in any way;
- (k) Create, post, display, publish, or distribute any link to any page of the Sites;
- (l) Use the Sites to, or in any way that would, violate any applicable local, state, national, or international law, regulation, ordinance or practice having the force of law;
- (m) Use the Sites to exploit or harm, or attempt to exploit or harm, PI or others;
- (n) Send, knowingly receive, upload, download, use, or re-use material that does not comply with the User-Created Content Standards set out in the following section;
- (o) Transmit or procure the sending of any advertising or promotional material, including any "junk mail," "chain letter," "spam," or similar solicitation;
- (p) Advertise or offer to sell any goods or services for any commercial purpose;
- (q) Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- (r) Impersonate or attempt to impersonate PI, its employees, or anyone else;
- (s) Engage in any other conduct that we, in our sole discretion, determine may harm PI or users of the Sites, or expose PI or them to liability; and
- (t) Use any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any material from the Sites.

If you violate any of the terms of this Section, your permission to use the Sites automatically terminates.

## User-Created Content Standards

Portions of our Sites might allow you to post, link, store, share, and otherwise make available certain information, feedback, text, graphics, videos, or other material (“User-Created Content”). You are authorized to post User-Created Content to the Sites only for the purpose of conducting business with PI. You are responsible for the User-Created Content that you post to the Sites, including its accuracy, legality, reliability, and appropriateness.

Such User-Created Content that you post may not:

- (a) Contain defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable material;
- (b) Promote sexually explicit or pornographic materials, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (c) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any person, including rights of publicity and privacy;
- (d) Contain any material that could give rise to any civil or criminal liability under applicable laws, regulations, ordinances, or practices having the force of law, or otherwise conflict with these Terms or our [Privacy Notice](#);
- (e) Be likely to deceive PI or anyone else;
- (f) Promote illegal activity or an unlawful act(s);
- (g) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy PI or anyone else; or
- (h) Impersonate any person, or misrepresent your identity, affiliation with, or endorsement by, any person or organization.

By posting User-Created Content to the Sites, you grant PI the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User-Created Content, in whole or in part, in any manner and for any purpose, and in any format or medium now known or later developed, at PI’s sole discretion. Such right and license are irrevocable, nonnegotiable, perpetual, transferable, non-exclusive, fully-paid, worldwide, and royalty-free.

By submitting User-Created Content, you represent and warrant that: (i) you are at least 18 years old; (ii) the User-Created Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; (iii) the posting of your User-Created Content on or through the Sites does not violate any law, or the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person; (iv) the User-Created Content does not contain personal, confidential, or proprietary information; (v) the User-Created Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and (vi) the User-Created Content is not known by you to be false, inaccurate, or misleading.

If you violate any of the terms of this Section, your permission to use the Sites automatically terminates.

PI has the right, but accepts no obligation, to monitor and delete User-Created Content posted on the Sites for any or no reason. We do not undertake to review material before it is posted on the Sites, and we cannot ensure prompt removal of objectionable material after it has been posted.

Accordingly, PI shall not be liable for any action or inaction regarding transmissions, communications, or content provided by any user or third party, and that PI shall not be liable or responsible to anyone for performance or nonperformance of the activities described in this section.

### Monitoring and Enforcement

We have the right, but not the obligation, to:

- (a) Remove or refuse to post any User-Created Content for any or no reason in our sole discretion;
- (b) Take any action with respect to any User-Created Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User-Created Content violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or the public, or could create liability for PI;
- (c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites;
- (e) Terminate or suspend your access to all or part of the Sites for any or no reason; and
- (f) Cooperate fully with any law enforcement authorities (with or without court order, subpoena, or legal process) or with a court order, subpoena, or legal process from any third party, requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Sites. YOU WAIVE AND HOLD HARMLESS PI AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PI AND/OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### Privacy

We respect and are committed to protecting your privacy. Certain Sites may collect personal information from you to provide the services and products you have requested from us. You should only provide personal information where specifically requested within the Sites. You are responsible for the personal information that you enter or transmit on the Sites. Personal information entered in portions of the Sites intended to collect that information is not considered User-Created Content, and, as between you and PI, you remain the owner of your personal information. Our use of personal information is governed by the provisions of our [Privacy Notice](#). We recommend that you read the [Privacy Notice](#) prior to submitting your personal information on the Sites. You consent to PI's collection, use, and disclosure of personal information as described in the [Privacy Notice](#). You are fully responsible for ensuring that you restrict entry of personal information only to the portions of the Sites intended to collect that information. 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 that owner's 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, please 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.

### Accounts

You may be required to obtain a user account and Credentials to access certain Sites. "**Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Sites.

When you create an account with us, you must provide us information that is accurate, complete, and current. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Sites.

You are entirely responsible for maintaining the confidentiality of your Credentials and account. To do so, you agree you will: (1) not share Credentials; (2) use strong passwords that you do not use on other sites or platforms; (3) use strong two-factor authentication (e.g., via an authenticator app) for Sites that provide multi-factor authentication; (4) exit from your account at the end of each session; (5) take all steps necessary to protect the confidentiality of your Credentials and account and protect against unauthorized access and use of your Credentials, your account and the Site; and (6) immediately notify us of any unauthorized use of your account or any other breach of security, including loss, theft, or unauthorized disclosure of your Credentials, by emailing us at [webmaster@fnf.com](mailto:webmaster@fnf.com). We may, without notice, disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason. You are solely and entirely responsible for any and all activities that occur under your Credentials and account. You agree to indemnify us for any loss or damage resulting, directly or indirectly, from your failure to maintain the security of your account or Credentials or as a result of someone else using your Credentials or account, either with or without your knowledge.

If you have an existing account with us, your account may be governed by an account or license agreement. If there is any conflict between these Terms and your account or license agreement, the account or license agreement shall govern. You agree that you will not, and will not permit any other person to, access or use the Site except as expressly permitted by these Terms and your account or license agreement. For purposes of clarity and without limiting the generality of the foregoing, you will not bypass or breach any security device or protection used by the Site or access or use the Site other than through the use of your own then-valid Credentials.

### Intellectual Property

The Sites and their content, features, and functionality are and will remain the exclusive property of PI and its licensors. The Sites are protected by copyright, trademark, and other laws of both the United States and foreign countries. Our name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of PI and its affiliates or licensors. Our trademarks and trade dress may not be used for any purpose without the prior written consent of PI. You have no right, title, or interest in or to the Sites or any of their contents. All rights not expressly granted are expressly reserved by PI.

We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Sites infringe your copyright, you may request removal of those materials (or access to them) from the Sites by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), your notice (“DMCA Notice”) must include the following:

- (a) Adequate information by which we can contact you (including your name, address, telephone number, and email address, if available);
- (b) Identification of the allegedly infringing material that is to be removed or disabled, and information reasonably precise to permit us to locate the material (including, if possible, a link to the material);
- (c) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single claim, a representative list of such works;
- (d) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (f) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please include “DMCA Notice” in the RE line.

Our Copyright Agent can be reached at:

Fidelity National Financial, 601 Riverside Ave, Jacksonville, FL 32204 Attn: Compliance Officer DMCA Notice, via email at [copyright@fnf.com](mailto:copyright@fnf.com), or by phone at 888-714-2710. This email and phone number are only for communications relating to DMCA Notices.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Sites is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If we take measures to remove or disable content in response to a DMCA Takedown Notice, we may attempt to contact the user who uploaded the content to notify them of a claim. Your claim, along with your personally identifying information, may be shared with the user who uploaded the content at issue. It is our policy to document all notifications of alleged infringement on which we act. As with all legal notices, a copy of the notification may be sent to one or more third parties who may make it available to the public.

Counter-Notification. If you are a user of the Sites and content that you have uploaded has been removed or disabled, you may file a counter-notification with us (a “Counter Notice”). To be effective, the Counter Notice must be a written communication sent to the Copyright Agent listed above that includes the following:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- (c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) Your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located or, if your address is outside the United States, for any judicial district in which PI may be found, and that you will accept service of process from the person (or agent of that person) who provided the DMCA Notice to the Sites.

The DMCA allows us to restore the removed User-Created Content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that knowingly and materially misrepresenting that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers. PI disables and/or terminates the accounts of users who repeatedly infringe others' copyrights.

#### [Links to Other Websites](#)

Our Sites may contain links to third-party websites, which are websites that are not owned or controlled by PI. These links are provided solely for your convenience. This includes links contained in advertisements, including banner advertisements and sponsored links. A link to a website not maintained or controlled by PI does not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such website, or any representation regarding the content at such linked websites. PI has no control over, and assumes no responsibility for, the content, services, products, functionality, representations, privacy policies, or practices of any third-party websites, or any damage or loss caused or alleged to be caused by or in connection with use of or reliance on third-party websites linked to our Sites. If you decide to access any of the third-party websites linked to the Sites, you do so entirely at your own risk. We strongly advise you to read the terms and conditions and privacy policies of any third-party website that you visit.

#### [Express Written Consent to Receive Communications From PI \(United States Residents\)](#)

- (a) **EXPRESS WRITTEN CONSENT.** BY SUBMITTING YOUR CONTACT INFORMATION, YOU ARE PROVIDING YOUR EXPRESS WRITTEN CONSENT TO RECEIVE COMMUNICATIONS FROM US AT THE EMAIL ADDRESS AND TELEPHONE NUMBER(S) YOU PROVIDED.

- (b) **E-MAILS, CALLS, AND TEXTS.** THESE COMMUNICATIONS MAY INCLUDE TELEMARKETING MESSAGES, THROUGH THE USE OF EMAIL, LANDLINE PHONE, FAX, CELLULAR PHONE, AND TEXT MESSAGES (INCLUDING SMS AND MMS).
- (c) **DIALER.** WE MAY USE AN AUTOMATIC TELEPHONE DIALING SYSTEM (OR “DIALER”), WHICH MAY EMPLOY AN ARTIFICIAL OR PRE-RECORDED VOICE OR “ROBOTEXTS.” YOUR CARRIER’S STANDARD RATES AND CHARGES MAY APPLY.
- (d) **NO PURCHASE NECESSARY.** AGREEING TO THESE COMMUNICATIONS IS NOT A CONDITION OF PURCHASING ANY PROPERTY, GOODS, OR SERVICES FROM US.
- (e) **REVOKING CONSENT AND OPTING OUT.** YOU MAY REVOKE YOUR CONSENT TO RECEIVE COMMUNICATIONS AT ANY TIME BY REPLYING “STOP” TO ANY OF OUR TEXTS. WE WILL MAKE A COMMERCIALY REASONABLE EFFORT TO COMPLY WITH ANY COMMUNICATIONS FROM YOU OPTING OUT, BUT REPLY “STOP” WILL AUTOMATICALLY REVOKE YOUR CONSENT TO FURTHER TEXT COMMUNICATIONS, AND WE RECOMMEND THAT METHOD. WE MAY TAKE UP TO 30 DAYS TO STOP COMMUNICATIONS IF YOU USE A METHOD OTHER THAN THE AUTOMATIC REPLY “STOP.” YOU CONSENT TO RECEIVE A FINAL TEXT MESSAGE CONFIRMING YOUR OPT-OUT. YOU MAY REVOKE YOUR CONSENT TO RECEIVE EMAIL COMMUNICATIONS BY USING THE “UNSUBSCRIBE” LINK IN AN EMAIL OR BY ANY OTHER REASONABLE MEANS. WE WILL MAKE A COMMERCIALY REASONABLE EFFORT TO COMPLY WITH ANY COMMUNICATIONS FROM YOU OPTING OUT OF EMAIL, BUT “UNSUBSCRIBE” WILL AUTOMATICALLY REVOKE YOUR CONSENT TO FURTHER EMAIL COMMUNICATIONS, AND WE RECOMMEND THAT METHOD. WE MAY TAKE UP TO 30 DAYS TO STOP EMAIL COMMUNICATIONS IF YOU USE A METHOD OTHER THAN “UNSUBSCRIBE”. THE “UNSUBSCRIBE” LINK WILL ALSO PERMIT YOU TO STOP TEXT COMMUNICATIONS.
- (f) **COMMUNICATION FREQUENCY.** HOW OFTEN WE SEND YOU COMMUNICATIONS WILL VARY BECAUSE THE INDIVIDUAL WHO COMMUNICATES WITH YOU WILL DETERMINE THE FREQUENCY OF COMMUNICATION. You represent and warrant that:
- i. You are at least 18 years old
  - ii. You live in the United States (or Canada, in which case the Canadian consents below apply)
  - iii. You have not registered on a national or statewide Do Not Call list
  - iv. You are the account holder for the email address(es) and phone number(s) you provided, or you have authorization from the account holder to give this consent

- v. The email address(es) and phone number(s) you provided are accurate, and you will let us know if you release them to another person or individual

Our mobile service is available only in certain states. Certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

#### Additional Communications Provisions (Canadian Residents)

In addition to the consent provided above in the Our Communications With You (United States) section, Canadian residents agree to the following provisions related to compliance with Canada's Anti-Spam Legislation ("CASL"), Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and Canadian provincial law including Alberta's Personal Information Protection Act ("PIPA"), and Quebec's Act Respecting the Protect of Personal Information in the Private Sector:

- (a) You agree to the provisions governing use and disclosure of personal information that are found in our Privacy Policy.
- (b) Because the purpose of our communications include your interest in our services, our communication with you will continue until you revoke your consent or opt-out.
- (c) Your personal information may also be transmitted to, used in, and stored in the United States.

#### Site Issues

If you detect or discover any issues or failures regarding the operation, function, availability or security of the Sites, please notify us by emailing a description of the issue to [webmaster@fnf.com](mailto:webmaster@fnf.com).

#### Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason at our sole discretion. Upon termination, your right to use the Sites will immediately cease. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and arbitration provisions.

#### Indemnification

To the fullest extent allowed by applicable law, you agree to indemnify and hold harmless PI and its licensee and licensors, and their employees, contractors, agents, officers and directors, affiliates, service providers, successors, and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of your use and access of the Sites, use and access of the Sites by any person using your Credentials, your alleged violation or breach of these Terms, or UserCreated Content posted on the Sites.

#### Limitation of Liability

In no event shall PI, its directors, employees, partners, agents, suppliers, or affiliates, be liable to you or to any other person for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation, loss of profits, data, use, goodwill, business

interruption, or other intangible losses, arising out of or in connection with the Sites, including, without limitation, use, inability to use, or unauthorized use of the Sites, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed or should have known of the possibility of such damage. In no event shall PI be liable for any losses or damages incurred as a result of a third party's use of your Credentials, whether or not such use is with your knowledge or consent.

### Disclaimer

Your use of the Sites is at your sole risk. The Sites are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express, implied, or statutory. PI expressly disclaims all implied or statutory warranties of merchantability, fitness for a particular use or purpose, quality, non-infringement, or course of performance.

PI does not warrant that the Sites' function will be uninterrupted, secure, or available or that the Sites are free of errors, defects, viruses, or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Sites for any reconstruction of any lost data. PI does not warrant that the Sites will be compatible with all browsers, operating systems, hardware and software, or that the Sites will meet your requirements. We do not warrant the accuracy, completeness, or usefulness of information on the Sites. All statements and/or opinions, other than content provided by PI, are solely the opinions and responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of PI and we accept no responsibility for ensuring their accuracy.

### Exclusions and Limitations

To the extent permitted by law, you and PI each agree to limit claims for damages or other monetary relief against each other to direct and actual damages or statutory damages, regardless of the theory of liability. This means that neither you nor PI will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against any other party to the extent that PI would be required to indemnify that party for such claim. You agree PI is not liable for problems caused by you or a third party, or by any act of nature. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for damages, so some of the above exclusions or limitations of liability may not apply to you.

To the extent that PI may not, as a matter of applicable law, disclaim any implied warranty or limits its liabilities, the scope and duration of such warranty and the extent of PI's liability shall be the minimum permitted under such applicable law, and its aggregate liability under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100).

### Dispute Resolution – Arbitration Agreement

#### **(Mandatory Binding Arbitration and Class Action Waiver)**

**READ THIS ARBITRATION AGREEMENT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. For example, if we elect to require you to arbitrate any**

**claim, you will not have the right to a jury trial or the right to participate in a class action in court or in arbitration.**

**Binding arbitration lets an independent third party resolve a Claim without using the court system, judges, or juries. Either you or we may require the submission of a Claim to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.**

Neither you nor we will be entitled to:

- Join, consolidate, or combine Claims by or against others in any arbitration; or
- Include in any arbitration any Claims as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW. If you do not reject this Arbitration Agreement and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.**

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to the Terms of Use and Privacy Policy between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. If a claim is arbitrated, each party waives its, his or her respective rights to a trial before a jury in connection with the Claim. It can be a quicker and simpler way to resolve disputes. As solely used in this Arbitration Agreement, the terms “we,” “us” and “our” mean “us” as defined above, our parent companies, wholly or majority owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods or services in connection with the Terms of Use and Privacy Policy, if such third party is named as a party by you in any lawsuit between you and us.

- a. **Your Right to Reject Arbitration:** You may reject this Agreement by mailing a rejection notice to: Property Insight, LLC, 601 Riverside Ave, Building V, Jacksonville, FL 32204. Attn. Corporate Legal - Terms of Use and Privacy Policy Arbitration Rejection, within 30 days after you agree to these Terms of Use. Any rejection notice must include your name, address and telephone number; the date you agreed to the Terms of Use that your rejection notice applies to; and your signature. Your rejection notice will apply only to this Agreement in the Terms of Use and Privacy Policy, but will not affect any term of any other contract between you and us (including

without limitation any prior or subsequent agreement), nor will it change your obligation to arbitrate claims or matters covered by any prior or subsequent agreement to arbitrate, including each agreement to arbitrate that arises pursuant to the Terms of Use on our website which is not the subject of a valid rejection notice.

- b. **What Claims Are Covered:** “Claim” means any claim, dispute or controversy between you and us, whether preexisting, present or future, that in any way arises from or relates to the Terms of Use or Privacy Policy, your use of this website and the Platform, your Account, any transaction in your Account, the events leading up to the Terms of Use or Privacy Policy (for example, any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), communications between you and us and the manner of communicating, any product or service provided by us or third parties in connection with the Terms of Use or Privacy Policy, the collection of amounts due and the manner of collection, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations (including but not limited to the TCPA or TSR or applicable state laws related to automated calling, texting or other delivery of telemarketing messages to contact them using the Platform for marketing or other purposes), or the relationships resulting from any of the foregoing. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.

However, “Claim” does not include: (i) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below, subparts (a) and (b) of the part (k) set forth below titled “Rules of Interpretation” and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of the Terms of Use or Privacy Policy as a whole are for the arbitrator and not a court to decide; (ii) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration and without waiver of rights under this Arbitration Agreement) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; (iii) the exercising of any self-help or non-judicial remedies by you or us; (iv) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; or (v) any individual action brought by you against us in small claims court or your state’s equivalent court, if any. But if that action is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

- c. **Electing Arbitration; Starting an Arbitration Proceeding:** Either you or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit, such as a motion to compel arbitration. Each of the arbitration administrators listed below has specific rules for starting an arbitration proceeding. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, you assert a counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.
- d. **Choosing the Administrator:** The party starting the arbitration proceeding must choose one of the following arbitration organizations as the Administrator: the American Arbitration Association (the “AAA”), 120 Broadway, Floor 21, New York, N.Y. 10271, [www.adr.org](http://www.adr.org), or JAMS, 1920 Main St. Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com). You may contact these organizations directly if you have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). A single arbitrator shall be appointed. If for any reason the Administrator selected is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, we and you will mutually agree upon an Administrator or arbitrator or a court with jurisdiction will appoint the Administrator or arbitrator (or arbitrators, in the case of a three-arbitrator panel provided for in Section “j”, below). No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in section (e) of this Arbitration Agreement. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience or a retired judge. Arbitration of a Claim must comply with this Arbitration Agreement and, to the extent not inconsistent or in conflict with this Arbitration Agreement, the applicable rules of the arbitration Administrator.
- e. **Class Action Waiver:** Notwithstanding any other provision of the Terms of Use or Privacy Policy, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other

representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency).

- f. **Location of Arbitration:** Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.
  
- g. **Cost of Arbitration:** Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. At your written request, we will pay all filing, hearing and/or other fees charged by the Administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the Administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the Administrator's rules or that we are required to pay for this Arbitration Agreement to be enforced. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Agreement to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or the arbitrator or for our attorneys' fees and costs unless (1) the arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), and (2) this power does not make this Arbitration Agreement invalid. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
  
- h. **Governing Law:** The Terms of Use or Privacy Policy evidences a transaction involving interstate commerce and, therefore, this Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"), and not by any state arbitration law. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. The arbitrator will have the authority to hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment. All

parties (the AAA/JAMS, the arbitrators, you and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the Claim with the AAA or JAMS. This provision will be liberally construed to ensure the enforcement of this Arbitration Agreement. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Terms of Use or Privacy Policy, the Administrator's rules or applicable law.

- i. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.
  
- j. **Arbitration Result and Right of Appeal:** Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except in a dispute between the same parties, in which case it could be used to preclude the same claim from being re-arbitrated. If the amount of the Claim exceeds \$25,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. (If an appeal is not filed within that time period, the arbitration award shall become final and binding). The panel shall reconsider de novo (anew) any aspect of the initial award requested by the appealing party. This means that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (g) above, captioned "Cost of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.
  
- k. **Rules of Interpretation:** This Arbitration Agreement shall survive the termination, cancellation or suspension of the Terms of Use or Privacy Policy, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one

hand, and the applicable arbitration rules or the other provisions of the Terms of Use or Privacy Policy, on the other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the Terms of Use or Privacy Policy or the remaining portions of this Arbitration Agreement, except that:

- a. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and
- b. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

- 1. Notice of Claim; Right to Resolve; Special Payment:** Prior to initiating, joining or participating in any judicial or arbitration proceeding regarding any Claim, the Claimant (the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding) shall give the other party written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and loan or account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 (not including any arbitration fees and attorneys’ fees and costs to which you may be entitled under this Arbitration Agreement or applicable law). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this Section.

### Governing Law

These Terms shall be governed and construed in accordance with the laws of the state of your residence, without regard to its conflict of law provision, except for the Arbitration Agreement, which will be governed by the Federal Arbitration Act and Florida State law, as provided above. If you reside outside of the United States, then these Terms shall be governed and construed by the laws of the State of Florida without regard to its conflict of laws principles. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms of Use and our Privacy Policy constitute the entire agreement between us regarding our Sites, and supersede and replace any prior agreements, both written and oral, we might have between us regarding the Sites.

### Changes to Sites

PI reserves the right to modify, suspend, or discontinue the Sites at any time and without prior notice to you. Be aware that PI may make changes to the Sites and the Sites’ functionality and content at any time without notice. PI makes no commitment whatsoever to keep the Sites functioning or updated.

### Changes to Terms of Use

We may update the Terms at any time and without prior notice to you. All changes are effective immediately upon posting, but apply only prospectively. The most current version of the Terms is available at <http://www.propertyinsight.biz/termsfuse/>. By continuing to access or use our Sites

after any revisions to the Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Sites. You should check this page frequently so you are aware of any changes.

#### Contact Us

PI is headquartered at 601 Riverside Avenue, Jacksonville, FL 32204. Questions can be submitted to [webmaster@fnf.com](mailto:webmaster@fnf.com).

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