



Better information. Better decisions.

APPRAISER ONLINE AGREEMENT

Clearbox®, LLC offers an online interactive database of appraiser credentials to lenders and Appraisal Management Companies and other users for the purpose of due diligence and engagement.

1. **USER SUBMITTED DATA.** Any information entered by you or on your behalf must be true and accurate. It is your sole responsibility to verify and/or correct all information that is included in your Clearbox profile. Sample appraisals must be properly redacted to remove all confidential information. Information you provide in your profile will be accessible by each of our users. You agree to only add information that does not violate any laws or the rights of any person. All information is voluntarily submitted and becomes the sole property of Clearbox to utilize, share and distribute.

2. **BACKGROUND CHECKS.** All background checks ordered on your behalf are provided by a third party. Your background check must be reviewed by you to ensure accuracy. If incorrect or misleading information is found, please email us at help@clearbox.com immediately. After the background check is reviewed, you decide if you want to keep your results private or share your background check with Clearbox's subscribers.

3. **CREDIT CARD PAYMENTS.** Your credit card information is not stored or retained to help guard against theft.

4. **PASSWORD SECURITY.** Your username for Clearbox is the email address you register with. Each Clearbox account requires a separate email address. It is your responsibility to create a strong password and to safeguard its confidentiality. Do not provide anyone else your password.

5. **LIABILITY.** You agree that Clearbox will not be held liable for the misuse of Clearbox data or the business practices of its users. Any misuse of the data provided by Clearbox will be prosecuted to the full extent of the law.



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6. **DISCLAIMER OF WARRANTIES.** No warranties are made or given regarding your use of the Clearbox website. Clearbox is not liable to you or any other person for your use of the services or any content provided.

7. **HOLD HARMLESS.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Appraiser hereby expressly agrees to hold harmless Clearbox®, LLC, its successors or assigns against all suits, actions, claims, demands, or damages that arise from the data management and storage of business documents.

8. **CHANGE OF TERMS.** Clearbox may change the terms of this agreement at any time by posting notice that the terms have been updated. By using the Clearbox service after any change is made to this agreement, you agree to be subject to all such changes.

9. **SEVERABILITY.** If any part of this agreement is found unenforceable, the remainder of this agreement shall continue in full force and effect.

10. **DURATION OF AGREEMENT.** All terms and conditions contained in this agreement shall apply to both you and your legal representatives into perpetuity.

11. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

12. **LEGAL FEES AND COSTS.** In the event legal action is taken by or against appraiser and Clearbox prevails, appraiser agrees to reimburse Clearbox for all reasonable attorney's fees, costs and expenses it incurs in pursuing such legal action. Appraiser also agrees to be held responsible for all legal fees and costs incurred by Clearbox in enforcing any judgment against appraiser.