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## CLEARBOX®, LLC ONLINE AGREEMENT

**INTRODUCTION:** Clearbox®, LLC offers an online interactive database of vendor profiles to lenders and Appraisal Management Companies (AMCs) for the purposes of due diligence and engagement. Vendors have access to enter and maintain their profile at [www.clearbox.com](http://www.clearbox.com).

**1. USE OF DATA:** Clearbox®, LLC will not be held liable for the business practices of its subscribers or the abuse and misuse of data stored herein. Vendor recognizes that Clearbox®, LLC is not a rating agency but merely a data repository and list management and search tool. Lender/client has engaged the services of Clearbox®, LLC to maintain vendor profiles, credentials, and documents. Clearbox®, LLC aggregates data from State Appraisal regulatory bodies, and other public records. This data is publicly available data.

Vendor voluntarily enters his/her credentials and documents in SELECT™ for use by Subscribers (Lenders, AMCs and Regulators) to manage data. Background checks, ordered through a third party, may be ordered by Vendor or Subscriber. Clearbox does not share private data such as social security numbers or drivers license copies.

Your credit card information is not stored on our site and is not accessible by Subscribers.

In order to introduce direct appraisal orders to Clearbox subscribers we are integrating with third parties with transactional platforms. There may be other applications and services our API customers may develop.

**2. AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor 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.

**4. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**5. BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties hereto and the heirs, legal representatives, successors and permitted assigns of the Parties.



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**6. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified by the Vendor and by accepting this agreement on line, Vendor acknowledges his/her signature hereto.

**7. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

**8. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service.

**9. WAIVER:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**10. COMPLIANCE:** Lender/client is required by regulatory agencies to maintain lists of vendors it approves to perform appraisal services. Vendor recognizes that compliance reviews will be done on their work product. Vendor acknowledges that the creation of their profile does not constitute a guarantee of business.

**11. LEGAL FEES AND COSTS:** In the event legal action is taken by or against Vendor, and Clearbox®, LLC prevails, Vendor will be obligated to reimburse Clearbox®, LLC for the reasonable attorney's fees, costs and expenses it incurred in pursuing such legal action. Vendor will also be responsible for any legal fees and costs incurred by Clearbox®, LLC in enforcing any order or collecting any judgment against Vendor.