

Terms and Conditions for eDoc Starter Search Use

USER ACKNOWLEDGMENT:

I recognize that in applying for access to StarterSearch starter file Web site, Fidelity National Title Group (the Company) hereby grants to me a non-exclusive, revocable right to access StarterSearch starter file Web site in accordance with policies and procedures applicable to the operation of the site. The Company may withdraw my right of access to StarterSearch starter file Web site at any time in its sole discretion.

My use of StarterSearch starter file Web site shall be governed by any manuals, guidelines, rules or procedures applicable to its use, as such manuals, etc. may be amended, distributed or electronically posted from time to time. Fidelity National Title Group has the right to assess a fee for use of this site, upon notification to the customer.

I recognize that I am expected to comport with standards of decency and fairness, which is the norm in other forms of business communications. Specifically prohibited, without limitation, is any use of the system that can be construed as libel, slander, defamation, harassment or illegal activity. Use of Starters retrieved from StarterSearch is reserved for employees of Fidelity National Title Group and its approved agents. Distribution of starters retrieved from StarterSearch to non approved parties is strictly prohibited.

I acknowledge that the Company reserves the right to withdraw privileges for any user at any time for any reason including, but not limited to, not comporting to such standards in his/her participation or otherwise abusing the intended and expected use of the starter file Web site.

I certify that the company listed in the request above is licensed to issue title insurance in those additional states/counties requested above.

The Company assumes no liability or responsibility for the accuracy of, or any errors omissions in, the information contained on the starter file Web site. Such information is being provided on an "as is" basis, to provide starter information for the issuance of new Alamo Title, Chicago Title, Commonwealth Land Title, Fidelity National Title, Lawyers Title or Ticor Title title insurance policies.

UNAUTHORIZED OR FRAUDULENT ACCESS TO THIS SYSTEM OR TAMPERING WITH ITS CONTENTS IS A FEDERAL CRIME (U.S.C. Â§2510) AND MAY BE PUNISHABLE BY A \$250,000 FINE AND IMPRISONMENT FOR UP TO TWO YEARS.

Terms and Conditions for FTP Starter Use

1. Property Insight maintains this FTP Site for your use, information and communication, and grants you the permission to use and view the FTP Site subject to the following Terms of Use.
2. Property Insight has the right at any time to change or discontinue any aspect or feature of the FTP Site.
3. You may use the FTP Site for lawful purposes only. You may not post or transmit through the FTP Site any material which violates or infringes in any way upon the rights of others, or which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, obscene or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Property Insight will fully cooperate with any law enforcement authorities or court order requesting or directing Property Insight to disclose the identity of anyone posting such information or materials.
4. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the FTP Site are registered and unregistered Trademarks of Property Insight and/or others. Nothing contained on the FTP Site should be construed as granting, by implication, or otherwise, any license or right to use any Trademark displayed on the FTP Site without the written permission of Property Insight or such party that may own the Trademark. Your use of the Trademarks displayed on the FTP Site, or any other content on the FTP Site, except as provided in these Terms of Use, are strictly prohibited.
5. Your use of the FTP Site is at your sole risk. Neither Property Insight, any of its agencies, nor any other party involved in creating, producing or delivering the FTP Site is liable to you for any direct, incidental, consequential, indirect, special or punitive damages arising out of your use of or access to the FTP Site. The FTP Site is provided to you as is without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose.
6. Property Insight does not warrant that the FTP Site or its contents will be uninterrupted or error free; nor does Property Insight make any warranty as to the results that may be obtained from use of the FTP Site or as to the accuracy, reliability, or contents of any information, service, or product provided through the FTP Site.
7. Property Insight does not assume any responsibility or risk for your use of the FTP Site. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the FTP Site for the reconstruction of any lost data.
8. You will indemnify and hold Property Insight, its licensors, content providers, service providers, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by You. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of the information accessed from the FTP Site.
9. These Terms of Use will be governed by the laws of the State of California, without regard to its choice of law provisions. Any legal action, suit, or proceeding brought by it in any way arising out

of these Terms of Use must be brought solely and exclusively in the federal or state courts of the State of California. If any provision of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

10. Property Insight may at any time revise these Terms of Use by updating this posting. You are bound to any such revisions and should therefore periodically visit this page to review the then-current Terms of Use.