



Because your time is too valuable to waste clearing liens.

Service Agreement

LIEN SWEEPER LIEN RELEASE SERVICE AGREEMENT (the "Agreement")

IMPORTANT. PLEASE READ CAREFULLY. By clicking "I Accept", you agree to the following terms and conditions of this Agreement for your use of this lien release tracking service (the "Lien Sweeper Service" or "Service"). The Service is provided to you under the name Lien Sweeper through its affiliated company ("Lien Sweeper" or "we" or "us" or "our"). If you are entering into this Agreement on behalf of an entity, you represent that you have the authority to bind the entity to this Agreement. If you click "I Decline" you do not have permission to use the Service. The terms "you" and "your" or "customer" refer to you as the individual or the entity, as applicable.

1. Service. Subject to the following terms and conditions of this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, you hereby appoint Lien Sweeper as your authorized agent for the Service to track and obtain the appropriate document to clear or perfect liens and encumbrances attached to real property which you are paying-off or are responsible to cure.

2. Customer Responsibilities.

- A. You agree to provide Lien Sweeper with the information needed to perform the Service including but not limited to those fields appearing on the Lien Sweeper Service online order forms (the "Order").
- B. You represent and warrant that all documents constituting the Order received from you are complete and accurate, including without limitation the recording information.
- C. You agree to pay Lien Sweeper the applicable service fee for the Service as such is displayed on www.liensweeper.com

3. Lien Sweeper Responsibilities.

Lien Sweeper will provide the following for the Service:

- (a) Follow up with the lien holder to procure the correct document.
- (b) Confirm that the document was correctly executed.
- (c) Record the document or provide the original document to you upon your request, on the appropriate land records.
- (d) Provide you with images of the recorded document via email and through our online status reports.
- (e) If documents are recorded directly, confirm such recordation, and forward them to you.

4. Ownership. You have no ownership rights in the Service or the Website. Ownership of the Service and the Lien Sweeper website (the "Website") and all intellectual property rights therein, including, without limitation, all copyright, trademark, and trade secret rights, shall always remain with us. In the event and to the extent, you acquire any rights to the Service and the Website, you agree to and do hereby assign to us all such rights.



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5. Prohibited Uses. With the exception of the access to and use of the Website provided as part of the Service, you may not access, use, link, copy, modify, translate, transfer or distribute the Service or the Website to others or export the Service from the Website. You may not publish, display, disclose, rent, lease, loan, or otherwise make available access or use to any portion of the Service and/or the Website to others, or create derivative works based on the Service and/or the Website or any portion thereof without prior written permission from us. You agree to comply with all applicable laws, rules, regulations, ordinances, and the like in connection with your access and use of the Service and the Website. You may not (and may not attempt to) reverse engineer, decompile, translate, adapt, or disassemble the Service, nor shall you create, access or use, or attempt to create, access or use, the Service other than as set forth herein. You may not access and use the Service and the Website or your knowledge of the Service and the Website for any purpose not authorized by us, including, without limitation, producing or attempting to produce, directly or indirectly, any product, whether web-based, computer-based or not, that competes with the Service and the Website. Any attempt by you to access and use, or your access and use of, the Service and the Website in violation of any term or condition in this Agreement shall constitute a material breach of this Agreement and shall automatically terminate this Agreement.

6. Non-Transferable. You may not transfer, assign, sell or sublicense this Agreement or any rights or obligations hereunder without our prior written consent, and any attempt to do so shall automatically terminate this Agreement.

7. Confidentiality. You acknowledge and agree that the Lien Sweeper Service and certain portions of the Website may contain our proprietary trade secrets and you hereby agree to maintain the confidentiality of such portions of the Lien Sweeper Service and such portions of the Website using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information, but in any event no less than a reasonable standard of care. You agree to assume responsibility and liability for your employees', agents', and subcontractors' acts and/or omissions who come into contact with the Service and the Website and you agree to ensure their compliance with the terms and conditions of this Agreement, including, without limitation, not knowingly permitting such employees, agents or subcontractors to use any portion of the Service for the purpose of deriving, accessing or using the Service other than as permitted herein.

8. Enforcement Obligations. In the event you become aware that the Lien Sweeper Service and the Website is being accessed and used by any person or entity in your employ or under your control in a manner not authorized by this Agreement, you shall immediately use your best efforts to have such unauthorized access and use of the Service and the Website immediately cease. You will promptly notify Lien Sweeper in writing of any unauthorized access and use of the Service and the Website of which you become aware.

9. DISCLAIMER OF WARRANTIES. THE SERVICE AND THE WEBSITE ARE PROVIDED "AS IS." YOUR SOLE REMEDY AND OUR SOLE OBLIGATION HEREUNDER SHALL BE, AT OUR SOLE OPTION, MODIFICATION OR REEXECUTION OF ANY DEFECTIVE SERVICE AND WEBSITE. ANY USE BY YOU OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER THAT THE SERVICE, THE WEBSITE OR ANY COMPONENT THEREOF WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE FREE FROM INACCURACIES, MISTAKES, DELAYS, INTERRUPTIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM, AND YOU HEREBY WAIVE, ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTY THAT MAY ARISE BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OF THIS AGREEMENT. WE ARE NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SERVICE AND THE WEBSITE.

10. LIMITATION OF LIABILITY/INDEMNIFICATION.

LIMITATION OF LIABILITY. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, IF WE SHOULD BE HELD LIABLE NOTWITHSTANDING THE LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES SET FORTH IN THIS AGREEMENT, OUR ENTIRE LIABILITY WITH RESPECT TO OUR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY REASON AND UPON ANY CAUSE OF ACTION REGARDLESS OF THE NUMBER OF ACTIONS (WHETHER BASED IN CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50.00). NO CAUSE OF ACTION WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST US. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

INDEMNIFICATION. You agree to indemnify, hold harmless and defend us, and our directors, officers, employees, contractors and agents from and against any and all claims, actions, damages, losses, liabilities, judgments, awards, costs and expenses (including without limitation legal fees and expenses) (collectively an "Action"), arising out of (a) access and use of the Service and the Website (including without limitation, any actions taken or reports or documents resulting therefrom); (b) connection or access to your systems and data; (c) your, your employees', officers', affiliates', agents' and contractors' acts or omissions (including without limitation negligence and willful misconduct); or (d) data entered into the Service by you or for you or by your employees, officers, affiliates, agents and contractors (the "Customer Data"). Promptly after knowledge of any such Action which is the subject of the indemnification obligations hereunder, the indemnified party shall notify you of the commencement of the Action. Any failure to provide such notice shall only relieve you of your indemnification obligations hereunder to the extent you have been actually prejudiced by such failure. You shall have the right to control the defense and any settlement of the Action, to the extent of such party's corresponding indemnification and defense obligations, except that under no circumstances will you enter into any settlement that involves an admission of liability, negligence or other culpability by us, or requires us to contribute to the settlement without our consent. Without limiting your right to the control of the defense and settlement of such Action, we may, at our own expense, participate in the defense of, or otherwise consult with counsel of our own choice in connection with, an Action that is the subject of your indemnification and defense obligations.

11. Termination. This Agreement is effective until terminated. Either party may terminate this Agreement at any time by notifying the other party in writing and ceasing to access and use the Service or the Website or to provide the Services, as applicable. We may terminate this Agreement if we determine, in our sole discretion, that you have or may have violated any term or condition of this Agreement. We reserve the right to suspend or terminate this Agreement (including without limitation your access to the Service) immediately with or without cause. You acknowledge and agree that any violation or threatened violation of any term or condition of this Agreement will cause irreparable injury to us and that, in addition to any other remedies that may be available at law, in equity or otherwise, we will be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement, without the necessity of proving actual damages. Upon termination of this Agreement, you agree to immediately discontinue access and use of the Service or the Website. All provisions relating to confidentiality, proprietary rights, indemnity, limitation of liability, disclaimer of warranties, non-competition, and non-disclosure, and Sections 13(b) and 14, shall survive the termination of this Agreement.

12. Data. (a) Your or your entity's use of the Service under this Agreement may involve Lien Sweeper's access to Customer Data that contains non-public personal information (hereafter, referred to as the "Protected Information"). We



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agree to make reasonable efforts to protect the privacy and security of such Protected Information while within our custody and control consistent with commercially acceptable standards and we agree to implement reasonable administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of such Protected Information. We agree to reasonably make available to you regarding such measures upon reasonable request. In any event, at all times and for all reasons, without limitation, you are and will remain liable for your acts or omissions, including without limitation negligent acts, willful misconduct, or introduction of a virus into the Service or Website, and those of your employees, officers, affiliates, agents and contractors. In the event of a suspected breach by a party, such party will make commercially reasonable efforts to report any confirmed or suspected breach promptly to the other party and the breaching party agrees to make all reasonable efforts to assist and cooperate with the other party in any breach response efforts. Nothing in this Agreement is intended to make any person or entity that is not a party to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

(b) Notwithstanding anything to the contrary in this Agreement, Lien Sweeper may retain copies of your records from the Service in accordance with its Document retention policy, as may be amended from time to time without written notice at our discretion.

14. General. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to conflict of law provisions thereof. The Service is provided to you under the name Lien Sweeper through its affiliated company Connecticut Attorneys Title Insurance Company who is a party to this Agreement. The sole jurisdiction and venue for any litigation arising out of related to this Agreement or the subject matter hereof shall be in an appropriate state or federal court located in Hartford, Connecticut, and each party hereby irrevocably consent to the jurisdiction of such courts. This Agreement shall constitute the entire agreement with respect to the subject matter hereof. Any waiver or modification of this Agreement shall be valid only if it is in writing and agreed to by the parties. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be construed as if such invalid or unenforceable provision or provisions have never been contained herein.