



Lender Agreement

Please read the terms and conditions of this agreement and the Privacy Policy prior to using Appraisal Connection Center Appraisal Management, LLC's (hereafter referred to as Appraisal Connection Center) appraisal management's services. Use of Appraisal Connection Center's appraisal management services indicates acceptance of the terms of this agreement.

Services

The Appraisal Connection Center offers appraisal management services to assist mortgage professionals in ordering appraisals for any residential property across the nation. Members have access to order appraisals through our network of licensed and certified appraisers.

Terms of Service

Use of Appraisal Connection Center's appraisal management is governed by this User Agreement. The Appraisal Connection Center may refuse service without prior notice to any user for any or no reason.

The individual user is responsible for maintaining the confidentiality of their password and account, and is fully responsible for all activities that occur under their password or account with or without knowledge. It is the responsibility of the user to immediately notify the Appraisal Connection Center of any unauthorized use of your password or account or any other breach of security. The Appraisal Connection Center will not be held liable for any loss or damage arising from failure to comply with this section.

User Conduct

You agree not to use Appraisal Connection Center's appraisal management services for:

- any illegal purpose, including but not limited to conspiring to violate laws.
- falsely stating, impersonating, or otherwise misrepresenting your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- posting content or initiating communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
- uploading, posting, emailing, transmitting or otherwise making available any content or initiating communications which may include information that you do not have the right to disclose or make available under any law under contractual or fiduciary relationships.
- transmitting or uploading anything that contains computer viruses, or files and/or programs that will limit the functionality of Appraisal Connection Center's hardware.
- Advertising or soliciting anything through Appraisal Connection Center's services without the express written consent of the Appraisal Connection Center.
- manipulating the identity of any communication transmitted through Appraisal Connection Center's appraisal management services.

Cost of Service and Payment

Creating and maintaining an account with Appraisal Connection Center for appraisal management is free. Account holders will only be responsible for paying when ordering an appraisal and are responsible for any order that they place in the course of doing business with Appraisal Connection Center's appraisal management services. Unless otherwise stated, all fees are quoted in U.S. dollars. You are responsible for paying all fees and applicable taxes associated with your use of the website in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms, including charging other payment methods on file with us, retaining collection agencies and legal counsel for accounts over 90 days past due, and deducting the amount owed from your credit card. Unless prior arrangements are made, payment is due at the time the order is placed.

Order Placement and Cancellation

Orders must be cancelled within 24 hours to receive a full refund. Orders cancelled after the appraisal inspection has been made, but prior to the appraisal report completion will receive a 25% refund. Once an appraisal report is completed, no refunds will be issued.

No Liability Disclaimer

THE APPRAISAL CONNECTION CENTER DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE OR ITS SERVER IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL GOODS. IF USE OF THE WEBSITE OR ITS CONTENT RESULTS IN ANY DAMAGE TO EQUIPMENT OR DATA, THE APPRAISAL CONNECTION CENTER IS NOT RESPONSIBLE FOR THOSE COSTS.

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Release of Liability

If you have a dispute with one or more users or Third Parties, including any appraiser affiliated with us, you hereby release us (and our officers, directors, agents, and employees) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify and hold Appraisal Connection Center Appraisal Management (and our officers, directors, agents, and employees), harmless from any and all claims or demands, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this agreement, or your violation of any law or the rights of a third party. You further agree to indemnify and hold Appraisal Connection Center Appraisal Management (and our officers, directors, agents, and employees), harmless from any and all claims you may have, including reasonable attorneys' fees, due to or arising out of your use of the website and/or any services, including any service provided by any appraiser or appraisal company.

Agreement

This Appraisal Connection Center's user agreement supersedes any previous agreements between Appraisal Connection Center and you. The User Agreement is, in its entirety, the agreement between the Appraisal Connection Center and you.

Signed: _____ Date: _____

Printed Name: _____

Company Name: _____

Address: _____

Phone Numbers (2): _____

Fax: _____ E-mail: _____

Authorized Appraisal Connection Center Rep : _____

Phone Number: _____ Date: _____

(866) 538-2570, (916) 993-2299 (fax)