



TERMS AND CONDITIONS

The following terms and conditions (the "Agreement") are a legal agreement between you and Altisource S.à r.l. ("Altisource", "us", "our" or "we"). This Agreement governs your use of the Vendorly™ website (www.vendorly.com) and its related services and tools (collectively, "Site").

This Agreement includes a class action waiver, a disclaimer of warranties, a disclaimer of liability, as well as a release and indemnification by you.

By accessing or using this Site in any way, including, without limitation, use of any of the Services (as defined below) provided thereon, downloading of any Content (as defined below), or merely browsing the Site, you hereby agree to comply with the Agreement, and such access or use constitutes your binding acceptance of the Agreement, including any modifications that we make from time to time (which we may make in our sole discretion). It is solely your obligation to check the Site for an updated version of the Agreement each time you visit or otherwise use the Site. If you object to any such changes, your sole recourse will be to stop using the Site. Continued use of the Site following any such changes will constitute your acceptance and acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes, without limitation or qualification.

In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions in any other agreement between you and Altisource governing Altisource's provision to you of vendor management services (the "Vendorly MSA"), the terms and conditions of the Vendorly MSA shall control.

DEFINED TERMS

As used in this Agreement or on the Site, the terms below have the following meanings:

"Agreement" has the meaning assigned to such term in the preamble hereof.

"Altisource", "us", "our" or "we" has the meaning assigned to such term in the preamble hereof.

"Business Authorized User" means a natural person associated with a Business User, whom the Business User authorizes to access the Site on the Business User's behalf in furtherance of the Business of the Business User.

"Business" means a legal entity capable of entering into binding contracts (including this Agreement) under applicable law and is subject to an agreement or arrangement with at least one Vendor whereby such at least one Vendor provides services and/or products.

"Business User" means a Business that is an institutional end user of the Site, such end user using the Site in furtherance of such Business.



“Content” means any and all information, documents, communications, files, text, graphics, material, content, software and products available through the Site, for the purpose of transacting with Altisource or learning about the Services.

“Customer” means any and all of an Individual User, Business Users and any Business Authorized Users associated therewith.

“Derivative Materials” has the meaning assigned to such term in section 1(k) hereof.

“Individual User” means a natural person seeking to use or access the Site on his or her own behalf and not on behalf of a Business User.

“Marketing Communication” has the meaning assigned to such term in section 1(b) hereof.

“Marks” has the meaning assigned to such term in section 9(i) hereof.

“Materials” means all the documents and/or information uploaded to the Site by each Vendor or Users including, without limitation, certifications, licenses, insurance documents and any and all business documents.

“NPPI” has the meaning assigned to such term in section 3(b) hereof.

“Permitted Use” has the meaning assigned to such term in section 1(a) hereof.

“Services” means all services operated by us, third parties on our behalf, or otherwise made available by us to Users through the Site.

“Site” has the meaning assigned to such term in the preamble hereof.

“Telephone Communications” has the meaning assigned to such term in section 1(b) hereof.

“Third Party Services” means materials, information and services provided by third parties (including other Users or Vendors) available on the Site.

“Users” means Customers and/or Vendors.

“Vendor” means an individual or entity (a) that can form legally binding contracts under applicable law, (b) that provides services and/or products to a Customer pursuant to an agreement or arrangement and (c) on whom Customer intends to perform due diligence through the Site.

1. Your Access, Contents and Services

(a) Use of the Site. Users shall use and access the Site solely for the purpose of (i) browsing the Site in evaluation of or furtherance of such Users’ use of the Services; and solely if such User is a Customer (ii) obtaining Services or Third Party Services, or (iii) reviewing and/or uploading Materials, as applicable, to allow Customers to



conduct due diligence on its Vendors in the ordinary course of Customers' internal business operations (the "Permitted Use").

(b) Account. To access the Site, User must create an account by completing the registration process. The rights granted to a User to access the Site constitute a limited right to access the Site according to the terms herein and not a transfer of title.

We may revoke or limit User's access to the Site at any time for any reason, in our sole discretion. User, by providing its telephone number(s) to us and becoming a User, is giving us, our agents, representatives, affiliates or third parties, permission to make calls, included marketing and autodialed calls and to send SMS messages (including text messages) to the telephone numbers provided by User for the purposes of receiving information in connection with the Services ("Telephone Communications"). User further acknowledges and agrees that the Telephone Communications may be made using an automatic telephone dialing or email system technology, and/or involve pre-recorded and/or artificial voice messaging, even if it is a cellular phone number or other service for which User could be charged for such call. User's consent to Telephone Communications shall be effective even if the number provided is registered on any state or federal Do-Not-Call (DNC) list. User may select to revoke its consent to Telephone Communications at any time by simply using the opt-out option included in each communication or contacting us at 1-844-693-9309.

(c) Grant of Limited Access. Subject to the terms of this Agreement, we hereby grant User a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access, view and use the Site solely for the Permitted Use. We may establish general practices and limits concerning the use of the Site, including, without limitation, the maximum number of days that Materials, account history or other uploaded content will be retained by us, the maximum number of times (and the maximum duration for which) User may access the Site in a given period of time and the maximum amount of data User may access from the Site in a given period of time.

(d) Customer Evaluation Trial. Altisource may grant the Customer access to the Services on a trial basis, free of charge (the "Evaluation Trial") during a ninety (90) days period from Altisource's acceptance of Customer request to sign up to such Evaluation Trial through the Site (the "Evaluation Period"). Customer's use of the Services and Site during the Evaluation Period will be subject to the terms of this Agreement. Altisource will have the right to terminate the Evaluation Trial at any time at its own discretion. Customer shall be solely responsible for any passwords used for purposes of the Evaluation Trial, and for any use of the Services under its account. Any comments, suggestions, recommendations and feedback contributed by Customer as a result of the Evaluation Trial ("Feedback") are transferred to and owned by Altisource; or if transfer of ownership is not allowed, licensed by Customer to Altisource on a non-exclusive, sub-licensable, transferrable, worldwide, perpetual, personal, and royalty-free basis to use, reproduce, publicly display, distribute, modify, publicly perform and otherwise incorporate any Feedback in connection with the Site and the Services. Customer acknowledges that, in connection with the Evaluation Trial, Customer may be given access to information provided by, belonging to or otherwise relating to Altisource, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing ("Altisource Confidential Information"). As a condition to being provided with such Altisource Confidential Information, Customer agrees to: (a) not use the Altisource Confidential Information other than as strictly necessary to exercise



its rights or perform its obligations under the Evaluation Trial and in accordance with this Agreement; (b) not use any of the Altisource Confidential Information, directly or indirectly, in any manner to the detriment of Altisource or to obtain any competitive advantage relative to Altisource; (c) maintain the Altisource Confidential Information in strict confidence and not disclose the Altisource Confidential Information without Altisource's prior written consent, provided, however, that Customer may disclose the Altisource Confidential Information to its officers, directors and employees ("Representatives") who: (i) have a "need to know" for purposes of any performance, or exercise of any rights with respect to such Altisource Confidential Information, under the Evaluation Trial; (ii) have been apprised of this restriction; and (iii) are themselves bound by written nondisclosure agreements or obligations at least as restrictive as those set forth in this Section, provided, further, that Customer shall be responsible for ensuring its Representatives' compliance, and shall be liable for any of its Representatives' noncompliance, with this Section; and (d) notify Altisource in writing immediately of any unauthorized accessing, possession or use of the Altisource Confidential Information of which it may become aware and cooperate fully with Altisource in any investigation or litigation relating to or arising from any of such unauthorized acts. Unless otherwise agreed in writing by Customer and Altisource in a definitive agreement, upon expiration of the Evaluation Period, Customer must immediately discontinue all use of the Services granted under the Evaluation Trial and permanently erase or destroy all files and copies of any information provided by Altisource in connection with the Evaluation Trial, including but not limited to, the Feedback and Altisource Confidential Information.

(e) Elite Vendor Program. As part of Altisource's elite Vendor program (the "Elite Vendor Program"), we may provide Vendor with: (i) an opportunity to increase Vendor's visibility; and (ii) visually promote Vendor within the Site. All Vendors accepted by Altisource to be part of this Elite Vendor Program, will be marked as "Elite" in the Site, and will appear within the top results when Customer is searching for a Vendor, subject to Vendor's payment of the Elite Vendor Program Fee (as defined below). Altisource will decide, at its sole discretion, if Vendor can be accepted as part of the Elite Vendor Program, and the "Elite" status will be subject to Vendor's up to date Materials, as required by Altisource. If Vendor is interested in the Elite Vendor Program, Vendor will have to sign up on the Site, in exchange of a yearly fee (the "Elite Vendor Program Fee"). The Elite Vendor Program Fee will be paid upon Vendor's subscription to the Elite Vendor Program and on each annual anniversary thereafter. All Elite Vendor Program Fees are final on the date of payment with no refunds for any billing period. Vendor will be subject to and must be in compliance with the terms of this Agreement at all times to be accepted and continue as a participant of the Elite Vendor Program. Altisource reserves the right at its sole discretion to: (i) discontinue Vendor's participation from the Elite Vendor Program to any Vendor that is not in compliance with the terms of this Agreement or are in breach of its obligations hereunder, and (ii) modify the applicable Elite Vendor Program Fee at any time, by updating the Elite Vendor Program Fee in the Site; Vendor's continued participation of the Elite Vendor Program will constitute Vendor's acceptance of such changes. Vendor's sole remedy is to discontinue its participation of the Elite Vendor Program (provided however that Vendor will not be entitled to a refund of the Elite Vendor Program Fee paid in advance). In order to enroll in the Elite Vendor Program, Vendor must provide to Altisource with all of the Materials and keep such Materials up to date, as requested by Altisource. Vendor acknowledges and agrees that being part of the Elite Vendor Program may increase its visibility and reach within Customers using the Site but does not guarantee that Customers will select Vendor or Vendor's provision of services/business will increase due to its participation in the Elite Vendor Program. Altisource disclaims all liability and responsibility in connection to Vendor's performance of services that may be provided as result of the Elite Vendor Program.



(f) Proprietary Property. The Site, Services and Contents (including the selection, arrangement and composition of such Contents or any information contained therein) constitute the proprietary property of Altisource, its affiliates, suppliers and/or licensors and are protected by United States and international intellectual property laws, including trademark and copyright laws. User shall have no rights in or to such Content. User shall not remove, alter or obscure any copyright, trademark or proprietary rights notice incorporated in or accompanying the Site. However, some information on the Site may be licensed from third parties or obtained from public sources; we specifically disclaim ownership of or responsibility for such third party data.

(g) Content. Except for Derivative Materials, the use of which is governed by subsections (k) and (l) below, the Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of Altisource. Notwithstanding any such prior written consent that Altisource may provide, if User receives such consent, User may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in this Agreement violates Altisource's intellectual property rights and this Agreement.

(h) Third Party Services. In addition to the Contents and Services, this Site may also make available to Customer certain Third Party Services. Such Third Party Services, if any are provided, are provided by unaffiliated third parties and may be governed by separate license agreements that accompany such Third Party Services. We have no responsibility for, or control over, the Third Party Services or content resulting from the use of Third Party Services. Any opinions, advice, statements, services, offers, or other information expressed or made available through the use of such Third Party Services, are those of the respective author(s) or distributor(s) of that information. We neither endorse, nor are responsible for, the accuracy or reliability of any opinion, advice, information, or statement made on the Site by its Users or other third parties. We assume no responsibility or liability of any type with respect to the Third Party Services, including any liability resulting from incompatibility between the Third Party Services and the Contents and Services. Customer will not hold us responsible or liable with respect to the Third Party Services or seek to do so.

(i) Altisource may, without prior notice, immediately terminate, amend, limit, or suspend a User's access to its account or login credentials (and, if such User is a Business Authorized User, the Business User associated with such Business Authorized User). Cause for such action shall include, but shall not be limited to: (i) breaches or violations of this Agreement or other incorporated agreements or terms of service, (ii) requests by law enforcement or other government agencies, (iii) discontinuance or material modification of the Services, (iv) unexpected technical or security issues or problems, (v) extended periods of inactivity, or (vi) illegal or fraudulent conduct. Services may be terminated at Altisource's sole discretion, and in no event shall Altisource be liable to any User or any third party for termination of User's account or login credentials.

(j) If Altisource suspects the credentials User provides are not correct, current, complete, or have been compromised, Altisource has the right to refuse such User's access to its account or require such User to create a new or modify its current account, in Altisource's sole discretion. Altisource may terminate, suspend, or modify User's access as set forth in section 1(h). Altisource shall in no way be liable for any damages or liabilities associated with termination of a User's use and access to its account.

(k) Altisource will treat any personal information submitted through this Site in accordance with its Privacy Policy accessible at <https://www.altisource.com/Privacy-Policy>.

(l) User grants Altisource, its affiliates, employees, independent contractors, agents, advisors, and other representatives a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to access, reproduce, display, modify, create derivative works of, store, perform analysis on, or otherwise use User's Materials or have a third party do any of the foregoing on Altisource's behalf in connection with (i) Altisource's provision of the Services provided by Altisource under this Agreement to User and other parties, and (ii) as necessary or useful to enforce this Agreement and exercise Altisource's rights and perform its obligations hereunder. Altisource acknowledges that, as between User and Altisource, except as otherwise provided herein, such User owns all right, title and interest in and to its Materials. All reports, derivative works, compilations, modifications and other materials created from or with use of User's Materials pursuant to this section (collectively, "Derivative Materials") will be, in each case, the sole and exclusive property of Altisource. To the extent Altisource does not own such Derivative Materials automatically at the time of their creation; User hereby assigns to Altisource all rights therein.

(m) Subject to the restrictions set forth in this Agreement, Customer may copy information from the Derivative Materials solely in the course of viewing, saving, printing, faxing and/or e-mailing such information only as necessary pursuant to Customer's Permitted Use. Derivative Materials may not be distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of Altisource.

(n) The Services do not replace or reduce the need for User to maintain regular data backups or redundant data archives.

(o) Vendor authorizes us and our designated agents and representatives to conduct due diligence on the Vendor for the ordinary course of Customer's internal business operations. Vendor agrees and understands that the scope of the due diligence may include, but is not limited to, the names and dates of previous/current employment, residential address history and aliases, bankruptcy and lien searches, searches of criminal history records and sexual offender registries, OFAC and sanctions checks and license verification. Vendor agrees that we may share information provided by Vendor and information separately discovered by us with one or more Customers and with any regulatory or governmental authority to the extent that such request is made to us. Vendor agrees to defend and hold us harmless from and against any damages suffered by us arising from any inaccurate, misleading or incorrect information provided through the Site. Vendor agrees that continued use of the Site is contingent upon updating us with any changes in the information provided within fifteen (15) days of such change.

(p) Altisource's Vendor Management Services Specific Terms. With respect to Altisource's provision of the vendor management services pursuant to a Vendorly MSA only, Altisource will, upon Vendor's written request (email is sufficient), treat as confidential all non-public Materials provided to Altisource either directly or as a result of an audit performed by Altisource and/or uploaded to the Site by Altisource's Customer's Vendors for Altisource to fulfill its obligations under the Vendorly MSA ("Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include information that, at the time of disclosure, is publicly available and known other than as a result of the fault or breach of Altisource; was in the possession of Altisource



prior to receipt of such Confidential Information; is acquired by Altisource from a third party who, to the best of the Altisource's knowledge, does not thereby breach an obligation of confidence and who discloses it to Altisource in good faith; or is developed by Altisource without use of the Confidential Information in such development.

2. Eligibility and Your Responsibilities

(a) Accuracy of Information. User shall provide true, accurate, current and complete information during the Site registration process and in all interactions on the Site and interactions with us. User will accurately maintain and update its account information as needed. Except as may be otherwise specified in this Agreement, User, at its sole expense, will procure, operate and maintain suitable, properly operational (and fully compatible with the Site) computer hardware, software and devices as required to access and/or perform the Services as set forth in this Agreement. It is User's sole cost and responsibility to provide any and all instrumentalities of communication including, but not limited to, telephone lines, internet connections, as well as any and all required computer software and hardware devices to enable User to protect the integrity of its Materials, as shall, from time to time, be necessary, required or desirable as specified by Altisource to provide the Services.

(b) Restricted Activities; Submission of Harmful Material. User's account and login credentials may not be transferred or sold to another party. User shall not post, submit or link to any Material that (i) is illegal, deceptive, false, inaccurate, misleading, fraudulent, threatening, harassing, libelous, defamatory, obscene, pornographic or otherwise objectionable as determined by us or under applicable law; (ii) directly or indirectly directs Users to another online or offline location that provides products or services similar to the Site; (iii) involves unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (iv) facilitates gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize; (v) infringes the intellectual property rights, privacy rights or other legal rights of any individual or entity; (vi) includes any code, files, scripts, agents, programs or other computer programming routines intended to do harm or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, including, for example, viruses, worms, time bombs and Trojan horses; (vii) create liability for us or cause us to lose (in whole or in part) the services of our Internet service providers (ISPs) or other suppliers; and (viii) interferes with, disrupts or otherwise adversely impacts the use of the Site by any other User.

(c) User remains solely responsible for the content of the Materials that User uploads into the Site. Neither Altisource nor any third party that provides content to Altisource will assume or have any liability for any action or inaction by Altisource or such third party with respect to any Material that User uploaded into the Site. User represents and warrants that it has all necessary authority and rights to upload into the Site any Materials and to grant Altisource and its affiliates all rights and licenses to such Materials granted herein (including without limitation in section 1(k)). User shall be solely responsible for (i) safeguarding the Materials, (ii) the accuracy, quality, integrity, legality and reliability of any Material uploaded by User into the Site, (iii) ensuring that any Materials uploaded on or provided by User through the Site complies with any advertising, consumer protection, intellectual property, or any other applicable laws, rules, regulations and guidelines, and (iv) User's information technology infrastructure and management, including computers, software, databases, electronic systems



(including database management systems) and networks, whether operated directly by User or through the use of third-party services.

(d) No Scamming. User may not use the Site in a way that could cause us to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation. We aim to keep the Site safe, and may report any and all suspected use of the Site for scamming, fraudulent, or extortive purposes to the appropriate law enforcement agency or regulators.

(e) Reverse Engineering. User may not reverse engineer, decompile or disassemble the Site (except to the extent specifically permitted by applicable law) or attempt to do so, nor may User use information or Content on the Site to develop or design any product (including without limitation any website similar to or competitive with the Site). User may not use automated web queries (including, without limitation, screen and database scraping, spiders, robots, crawlers and any other automated activity in connection with the Site). General purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Services are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent. User may not use, or attempt to use, the Site through any means not explicitly and intentionally made available, provided or intended with respect to the Site. User may not harvest information about other Users of the Site for any purpose. User may not use the Services in any manner that could damage, disable, overburden, or impair the Site or that harms us, our service providers, suppliers or any other person.

(f) Access and Interference. User shall not (and may not authorize any party to) (i) co-brand the Site, (ii) use the Site in a way that could cause Altisource to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation, (iii) use the Site or Services for any competitive purpose, (iv) frame the Site or any Content therein, nor shall User otherwise cause such Site or Content to appear in a form that is outside of the context of the Site, or (v) use any electronic device, software or process to monitor or copy the Site or any other of our web pages or the Content contained herein without our prior expressed written permission. User shall not use any electronic device, software or process to interfere with or attempt to interfere with the proper functioning of the Site or any activities conducted on the Site. User shall not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. User shall not copy, reproduce, alter, modify, create derivative works, or publicly display any Content for public, commercial or any other purposes, including the text, images, audio, and video without our prior expressed written permission. User shall not cause any advertising (including, without limitation, pop-ups or pop-unders) or other functionality that interferes with the user experience of the Site. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of Altisource or its affiliates in such a manner as is reasonably likely to give another User the impression that User has the right to display, publish, or distribute the Service or Content accessible in the Site. User will cooperate in causing any unauthorized co-branding or framing immediately to cease. User will immediately cease any occurrence of hyperlinking to the Site should Altisource make such a request, which User recognizes it is entitled to do at any time and for any reason.

3. Restrictions on Your Use of the Site and Limitations



(a) User's right to use the Site is conditional on User's warranty that User will only use the Site for the Permitted Use and for no other purpose that is unlawful or prohibited by this Agreement. User shall not use the Site in any manner which could disable, overburden, damage or impair the Site or interfere with any other party's use and enjoyment of the Site. User shall not obtain or attempt to obtain any Content or Materials through any means not intentionally made available or provided to User through the Site.

(b) Any and all Materials uploaded by User to the Site are User's sole responsibility. User or holds Altisource and its affiliates harmless from any and all actions that may arise or be related to such Materials. User shall not enter or upload Materials that are illegal, deceptive, false, inaccurate, misleading, fraudulent, threatening, harassing, libelous, defamatory, obscene, pornographic or otherwise objectionable as determined by Altisource in its sole discretion or under applicable law. Except in the event of Altisource's willful misconduct, User accepts full responsibility for all non-public personal information ("NPPI") that User deliberately or inadvertently enters or uploads to the Site and shall indemnify Altisource and its affiliates for any losses, expenses, damages, fees, liabilities and costs, including reasonable attorneys' fees, resulting from or related to such NPPI per the indemnification obligations contained herein.

(c) User shall not (and shall not permit any third party to) (i) create or authorize new versions, modifications or enhancements to the Services or any portion thereof; and (ii) sublicense, in whole or in part, or grant a security interest in, encumber, or otherwise transfer rights to the Services or any portion thereof.

(d) Altisource reserves the right to monitor User's use of the Site to determine compliance with this Agreement, as well as the right to remove or refuse any Material for any reason. Altisource also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any Material, in whole or in part, in its sole discretion. Materials uploaded to the Site may be subject to limits on use, reproduction and/or dissemination and User is responsible for abiding by such limitations with respect to the Materials uploaded, including any downloaded Contents.

(e) User hereby warrants that it will never, directly or indirectly:

- (i) de-compile, translate, reverse engineer, disassemble, decode, adapt or create derivative works from the Site, any other Altisource product and/or any other Content or information owned by Altisource or its affiliates;
- (ii) re-market, resell or redistribute the Service to any third person or entity;
- (iii) bypass or breach any security device or protection used for or contained in the Site or any other Altisource product;
- (iv) use the Site for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose that is to Altisource's detriment or commercial disadvantage;



- (v) use and/or register any designation, trademark or trade name that incorporates the terms “Vendorly”, or any designation, trademark or trade name that is confusingly similar to Vendorly or any other Altisource trademark; or
- (vi) except as otherwise provided in this Agreement, commercially market all or part of Altisource's products or services (including but not limited to the Services) or any product similar to Altisource's products, and/or that competes with Altisource in any way.

(f) Identity Verification and Use. We use many techniques to identify our Users when they register. However, because User authentication on the Internet is difficult, the Site cannot and does not confirm each User's purported identity. We encourage Users to report to us any instances of fraud or other circumstances that call into question the purported identity of any User of the Site. Each User is solely responsible for any information it provides to us. Users shall maintain the secrecy of its account and each User shall not share its username, password or any other login credentials with others. Each User will immediately notify us of any unauthorized use of its username or password, or any other breach of security related to the Site. Each Business User and each of its associated Business Authorized Users are jointly and severally liable for all activities that occur under any such Business User or Business Authorized User's username and password. Business Users shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to such account; and (b) control the Materials uploaded into the Site. Each Business User and its Business Authorized Users will be held jointly, severally and fully liable for any breach of this Agreement by such Business User and its Business Authorized Users, and will fully indemnify and hold Altisource and (as applicable) its affiliates, officers, directors, agents, and employees, harmless from any claim, including a claim for attorneys' fees, or damages arising out of such breach of this Agreement.

(g) Release. In the event of any dispute by User with one or more of the Site's Users, User releases us (and our affiliates, officers, directors, agents, independent contractors, advisors and employees) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute(s).

(h) Information Control. We do not control any Materials on the Site that may be provided by Users. User may find other Users' information to be offensive, harmful, inaccurate or deceptive. Please use caution, common sense and safe business practices when using the Site. Please note that there may also be risks of dealing with underage persons, foreign nationals and people acting under false pretenses.

(i) Server or Other Technological Issues. The Site may, from time to time, not operate optimally, at normal speed, with full functionality, or at all. In our sole discretion and at any time, we may choose to shut down the Site for any amount of time, thereby ceasing the ability for some or any Users to use the Site. The decision to shut down and re-enable the Site, in whole or in part rests solely with us. The Site, all Contents and any other materials thereon are provided “AS-IS” and, while we strive to provide a seamless and satisfying experience for all of our Users, we assume no responsibility for any unavailability of the Site (regardless of duration) or the timeliness, transport, outage, deletion, delivery failures or failure to store/retrieve any user commands, data, communications or personalization settings in connection with the Site.

4. Disclaimer of Warranties. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS WHATSOEVER AS TO THE ACCURACY OF THE INFORMATION OR CONTENTS, MATERIALS CONTAINED ON THE SITE OR THE OPERATION, AND ACCURACY OR APPROPRIATENESS OF THE SITE FOR ANY BUSINESS PURPOSES. THE SITE AND ALL CONTENTS ARE PROVIDED 'AS-IS'.

5. License. To enable the Site to use the information with which User supplies us, and so that we are not violating any rights User might have in that information, User hereby grants us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to exercise any copyright, publicity and database rights User has in its information (including without limitation User's information submitted upon registration with the Site and any Materials that corresponds to such User submitted to the Site), in any media now known or not currently known, with respect to User's information. For the avoidance of doubt, the license granted herein includes (a) a right to use such information for the benefit of any other User; and, (b) a right to use such information to engage and enter into a business relationship with Vendors for the purpose of assisting such Vendors in marketing and selling Vendors' products and services to Customers.

6. Indemnity. Users shall jointly and severally indemnify and hold us and (as applicable) our affiliates, officers, managers, directors, licensors, suppliers, agents and employees, harmless from any claim or demand, including a claim for attorneys' fees, made by any third party due to, or arising out of, the User's use of the Site, such User's breach of this Agreement or the documents it incorporates by reference, the Materials, or the User's violation of any law or the rights of a third party.

7. Limitation of Liability. EXCEPT WHERE RESTRICTED OR PROHIBITED BY LAW, ALTISOURCE WILL NOT BE LIABLE TO USER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR LOSS OF DATA THAT RESULTS OR ARISE FROM THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE THE SITE, EVEN IF ALTISOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT LIABILITY MAY BE ASSESSED AGAINST ALTISOURCE, IN NO EVENT WILL ALTISOURCE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING THROUGH ANY USER'S USE OF OR ACCESS TO THE SITE, WHETHER IN CONTRACT OR IN TORT, EXCEED THE AMOUNT USER HAS PAID TO ALTISOURCE FOR USE OF THE SERVICES IN THE PRECEDING THREE MONTH PERIOD OR, IF USER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO US, TEN DOLLARS.

8. Legal Compliance. Each User shall comply with all applicable local, state, federal and international laws, statutes, ordinances and regulations regarding such User's use of the Site.

9. General.

(a) Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

(b) Assignment. We may assign this Agreement and all referenced or incorporated agreements at any time for any reason. User may not assign any of its rights hereunder without our prior written approval.

(c) Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.



- (d) Breach. Our failure to act with respect to a breach by User or others does not waive our right to act with respect to subsequent or similar breaches.
- (e) Entirety. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.
- (f) Refusal of Service. We reserve the right to refuse Service to anyone for any reason not prohibited by law.
- (g) Governing Law. This Agreement shall be governed by and construed in accordance with Delaware law. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.
- (h) Acceptance. By registering on the Site User unconditionally accepts the above Agreement. User shall abide by all such terms and conditions fully and without recourse.
- (i) Intellectual Property Notice. Altisource, Vendorly TM, the Vendorly TM logo and all other marks identified herein, and on referenced and incorporated agreements, are trademarks or service marks of Altisource or its affiliates (the "Marks"). These Marks may be registered with the United States Patent and Trademark Office and Intellectual Property Offices of other countries. User is not permitted to use the Marks without the prior written consent of Altisource. In addition, User is not permitted to use any current or future Altisource product names or trade names in connection with any product or service that does not belong to, is not owned by, or endorsed by Altisource in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Altisource.
- (j) Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION, OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. USER'S ACCESS AND CONTINUED USE OF THE SITE SIGNIFIES USER'S EXPLICIT CONSENT TO THIS WAIVER.