Terms & Conditions

This Authorized User Terms of Use ("Terms of Use") is a legally binding agreement by and among the Parties (as defined below) which governs your ("you," "your") use on behalf of your employer (each, a "Firm"), of the solution, including any related documentation or services (collectively, "Solution") as hosted, operated, maintained and made available directly by SitusAMC Holdings Corporation, a Delaware corporation ("SitusAMC") on behalf of its licensee ("Provider"). You, SitusAMC and Provider may be individually referred to herein as a "Party" and together as the "Parties" to these Terms of Use.

**IMPORTANT – READ THIS TERMS OF USE CAREFULLY. BY CLICKING ON "I ACCEPT" AND/OR USING THE SOLUTION, YOU: (A) REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCESS AND USE THE SOLUTION ON BEHALF OF YOUR FIRM; AND (B) HAVE READ, UNDERSTOOD AND HEREBY ACCEPT THIS TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM, BOTH IN YOUR INDIVIDUAL CAPACITY AND ON BEHALF OF YOUR FIRM. YOU, IN YOUR CAPACITY AS AN INDIVIDUAL USER, MAY NOT USE THE SOLUTION ON YOUR OWN BEHALF. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON; YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOLUTION.**

1. **Accessing the Solution.**
	1. ***Passwords.***

Your use of the Solution grants you access to highly confidential information, including loan data, NPPI (as defined below) and other information relating to your customers (collectively, "***Customer Information***"). To access the Solution, Provider will provide you with a username and password (collectively, the "***Password***") that you must use to access your account and use the Solution in accordance with the terms herein. You are responsible for all use of the Solution by and through such Password. You agree to treat the Password as confidential and shall not disclose it to any other person or entity, use your Password for any unauthorized purpose, or use the Password of any other person. You agree to notify Provider immediately of any unauthorized access to, use, or loss of the Password, or any other potential breach of security or access protocols involving the Solution. To the extent applicable, you shall exit from your account at the end of each session to ensure the Solution is securely accessed and used. You agree that your Firm is responsible for any violation of this policy by its employees or agents.

1. **Confidentiality.**
	1. ***Non-Disclosure.***

You agree not to use and/or disclose Confidential Information received from or by accessing the Solution or any other user except as permitted in this Terms of Use. "***Confidential Information***" means information relating to a Party’s past, present or future research, development or business affairs (including performance information or analysis relating to the Solution) that such Party does not disclose to the public in the ordinary course of its business such as trade secrets, software, software and technology architecture, networks, business methodologies, facilities, billing records, policies, financial and operational information, contracts, officer, director and shareholder information, suppliers, client lists, marketing prospects, projected projects, "know how," Customer Information, Provider’s rates and all copies, reproductions, notes, analyses, compilations, studies, interpretations, summaries and other documents prepared by a Party based on such information regardless of whether or not specifically identified as "confidential." Confidential Information shall not include information or materials that: (i) become generally available to the public other than as a result of disclosure by either Party or their representatives; (ii) were available on a non-confidential basis prior to disclosure to by a Party; (iii) become available to a Party on a non-confidential basis from a source other than the other Party hereto, provided that such source is not bound by an obligation of confidentiality to such other Party; or (iv) were independently developed by a Party without the use of or reference to any other Party’s Confidential Information.

Each Party (including you, as user, SitusAMC and Provider, as service provider) shall retain Confidential Information in the strictest confidence, and shall not disclose the Confidential Information of any Party to any third party except as necessary to use the Solution for the Approved Purpose, as defined herein; provided, however, a Party may disclose Confidential Information: (a) to its affiliates, directors, officers, employees, and independent contractors including, without limitation, consultants, accountants, and lawyers, so long as such person or entity (i) reasonably requires the Confidential Information, (ii) is advised of the confidential nature of the Confidential Information, and (iii) agrees not to disclose any Confidential Information to any other person or entity (other than in the same manner and for the same purpose set forth in this Terms of Use), and (b) as required by applicable law, regulation or other legal requirement.

* 1. ***Customer Privacy.***
		1. You acknowledge that in connection with your use of the Solution, you may have access to and/or receive non-public personal information, as defined in Title V of the Gramm-Leach-Bliley Act of 1999 and its promulgating regulation, Regulation P ("NPPI" and, together with Regulation P, "GLBA," respectively). You agree to comply with the privacy requirements of the GLBA, as applicable.
		2. You acknowledge that any disclosure or use of Customer Information shall only be made in strict compliance with all federal, state, and local laws and regulations and agree to take all commercially reasonable steps necessary to safeguard and prevent the unauthorized disclosure of Customer Information to any third party
		3. You hereby agree that Customer Information will not be disclosed or made available to any third party (including company employees who have no need for such information) for any reason whatsoever, other than for the Approved Purpose or as required by law.
		4. You may not use Customer Information for any kind of marketing or solicitation of any kind. You may not, under any circumstances, use Customer Information obtained from or by the Solution to send unsolicited email, facsimile transmissions, or spam, even if the person to whom you intend to send unsolicited email or spam has communicated with you in the past.
		5. You agree to notify Provider promptly (in any event within 24 hours after the event) if you become aware of any copying, disclosure, alteration, destruction, or use of Customer Information that is inconsistent with this Terms of Use. You also agree to notify Provider promptly in the event of any security breach to your information systems or operations, or any other material risk, that could result in disclosure of the Customer Information.
		6. Notwithstanding the foregoing, data obtained or received from a third-party data provider shall not be considered non-public personally identifiable information, personally identifiable information or Customer Information if such third-party data provider encounters a data breach, cyberattack, systems security breach or other digital infiltration.
1. **User Data; Safeguarding; Feedback.**
	1. ***Rights and Restrictions.***

You hereby grant to Provider a non-exclusive, non-transferable perpetual right and license to: (i) access, use, download and store the User Data for Provider’s internal use, review and analysis, (ii) disclose such data to relevant third parties, in each case of (i) and (ii), in Provider’s ordinary course of business, and (iii) for the purpose of conducting comparative analysis, statistical forecasts, behavioral studies, market analysis, product analyses, ensuring quality of performance, research and similar business or commercial purposes, on condition that SitusAMC does not (1) include any discrete identifiable piece of Customer Information; (2) attribute any such data to Company. You acknowledge and agree that SitusAMC may create and use aggregate, anonymous and de-identified data to assess, improve and develop our business, products and services and for similar research and analytics purposes. You acknowledge and agree that Provider shall have no obligation to monitor the User Data (as defined below) and that Provider shall have no liability to you or any third party related to your User Data. You shall ensure that the User Data does not: (a) violate any foreign, federal, state or local law or regulation, including all applicable privacy or data protection laws (e.g., the GLBA, California Consumer Protection Act ("CCPA"), General Data Protection Regulation ("GDPR") or Taxpayer First Act of 2019) (collectively, "Applicable Laws"); (b) infringe, misappropriate or otherwise violate any intellectual property right, privacy right, right of publicity, or any other right of any person or entity; (c) contain any material which is unlawful, hateful, obscene, libelous, threatening, or defamatory; (d) contain any virus or other malicious code; or (e) fail to comply with any other terms or conditions set forth herein (collectively, "***Prohibited Acts***"). If you or Provider becomes aware that any item of User Data constitutes or may constitute a Prohibited Act, such Party shall notify the other of, and work together promptly and in good faith to remedy, any such User Data issues, in accordance with this Terms of Use. You agree that you shall be solely responsible for all rights and use associated with and shall ensure the security of any personally identifiable information contained in the User Data. You acknowledge that the User Data will contain personally identifiable data that is subject to special laws and regulations regarding the collection, access and use of such User Data. "***User Data***" means any and all information provided, inputted, ordered from and returned to via API, XML, SFTP, or any other delivery method, or uploaded to the Solution by you, on your behalf, or by your agents or designees.

* 1. ***User Data Representations, Warranties, and Covenants.***

You represent, warrant and covenant that all User Data and any other information or material submitted by you or on your behalf to or through the Solution: (a) is and shall remain accurate and correct at all times; (b) does and shall comply with this Terms of Use; and (c) is owned or controlled by you, and you are authorized or have a right to provide, input, order, or upload it.

* 1. ***Safeguarding of Information.***

You represent and warrant that you (or your company, as applicable) have a program of administrative, technical, and physical safeguards in place designed to (i) ensure the security and confidentiality of User Data, (ii) protect against unauthorized access to or use of such Confidential Information, (iii) protect against threats or hazards to the security or integrity of such Confidential Information; and (iv) screen for viruses and other malicious code.

1. **Provider’s Monitoring and Enforcement.**

Provider may:

* 1. remove or refuse to use any User Data in Provider’s reasonable discretion;
	2. take any action with respect to any User Data that Provider deems necessary or appropriate in its reasonable discretion, including, but not limited to, if Provider believes that such User Data violates this Terms of Use, infringes any right of any person or entity, threatens the personal safety of users of the Solution or the public, or could create liability for Provider or SitusAMC;
	3. take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Solution; and
	4. terminate or suspend your access to all or part of the Solution at any time, with or without notice, for any or no reason, including without limitation, for any violation of this Terms of Use.

Without limiting the foregoing, Provider has the right to disclose User Data and any other information collected through the Solution to comply with any court order, law, or legal process, including to respond to any government, regulatory or law enforcement request. YOU WAIVE AND HOLD HARMLESS PROVIDER AND SITUSAMC AND THEIR AFFILIATES, LICENSORS, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, SUCH A DISCLOSURE, INCLUDING, BUT NOT LIMITED TO, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. PROVIDER AND SITUSAMC ASSUME NO LIABILITY FOR ANY ACTION OR INACTION REGARDING TRANSMISSIONS, COMMUNICATIONS, OR CONTENT PROVIDED BY ANY USER OF THE SOLUTION OR ANY THIRD PARTY.

1. **License and Use.**
	1. ***SitusAMC License Grant; Responsibilities.***

Subject to the terms and conditions herein, SitusAMC hereby grants you a limited, revocable, terminable, non-sublicenseable, non-exclusive, and non-transferable right and license to access and use the Solution (including the downloading of information or documents made available to you through use of the Solution) until notice of termination of such access and use is provided to you (the "***Term***"). You assume the sole responsibility and liability as to your use of the Solution, including, but not limited to, verifying that the Solution is usable and meets your requirements, and ensuring the accuracy of any User Data you provide in the course of accessing or using the Solution. You shall comply will all applicable laws in connection with your access to and use of the Solution.

* 1. ***Restrictions.***

You shall not, either directly or indirectly: (a) transfer, distribute, sell, lease, license, display, assign, disclose, permit time-sharing of (such as by sharing your Password with another individual), commercially exploit, or otherwise make any aspect or portion of the Solution available to a third party; (b) reproduce, copy, monitor (manually or by utilizing any robot, spider or other automatic device), translate, download, modify, adapt, decompile, disassemble, create derivative works of, or reverse engineer (except as allowed under applicable law) the object code version of or otherwise attempt to secure the source code of all or any part of the Solution or access the Solution to build a similar or competitive product or service, except strictly as and to the extent expressly authorized by applicable law; (c) obfuscate, remove or alter any of the logos, trademarks, internet links, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Solution; (d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure that hosts the Solution; (e) use any device, software, or in any other way interfere with the proper working, functionality, or quality of the Solution, including, but not limited to, by introducing any viruses, Trojan horses, or other malware; (f) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Solution or its infrastructure; (g) modify, alter any downloaded documents, nor make any representation or warranties related to said documents; or (h) access or use the Solution in any way that is inconsistent with the terms herein, or for any other purpose other than the Approved Purpose.

* 1. ***Reservation of Rights.***

You understand and agree that you do not acquire any ownership interest in the Solution under this Terms of Use, or any other rights to the Solution other than to use the Solution for the Approved Purpose, subject to all terms, conditions, and restrictions set forth herein. SitusAMC reserves and shall retain its entire right, title, and interest in and to the Solution and all intellectual property rights arising out of or relating to the Solution, subject to the licenses expressly granted herein. Additionally, SitusAMC and Provider reserve the right to terminate your access to or use of the Solution immediately and take any other legal action if you, or anyone using your account, violates any of the terms herein. Provider or SitusAMC may pursue any legal and/or technical remedies to prevent the violation of this Section 5 and to enforce this Terms of Use.

1. **Disclaimer.**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, YOUR USE OF THE SOLUTION AND ANY OTHER MATERIALS OR INFORMATION OBTAINED THROUGH THE SOLUTION IS AT YOUR OWN RISK. THE SOLUTION AND ANY MATERIALS OR INFORMATION OBTAINED THROUGH THE SOLUTION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS, GUARANTEES, ASSURANCES, OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PROVIDER, SITUSAMC NOR ANY PERSON ASSOCIATED WITH PROVIDER OR SITUSAMC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SOLUTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PROVIDER OR SITUSAMC NOR ANYONE ASSOCIATED WITH PROVIDER OR SITUSAMC REPRESENTS OR WARRANTS THAT THE SOLUTION OR ANY MATERIALS OR INFORMATION OBTAINED THROUGH THE SOLUTION WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES THE SOLUTION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SOLUTION OR ANY MATERIALS OR INFORMATION OBTAINED THROUGH THE SOLUTION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. PROVIDER DOES NOT UNDERTAKE TO CORRECT OR NOTIFY YOU OF ANY ERRORS OR OMISSIONS IN THE INFORMATION DISPLAYED ON OR THROUGH THE SOLUTION OF WHICH IT MAY BECOME AWARE AT ANY TIME OR TO NOTIFY YOU OF ANY CHANGES IN ANY INFORMATION OR METHODOLOGIES INCORPORATED IN SUCH INFORMATION. TO THE FULLEST EXTENT PROVIDED BY LAW, PROVIDER AND SITUSAMC HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, FITNESS FOR PARTICULAR PURPOSE, COURSE OF DEALING, OR USAGE OF TRADE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SITUSAMC AND PROVIDER FURTHER DISCLAIM ALL RESPONSIBILITY, AND YOU HEREBY RELEASE SITUSAMC AND PROVIDER AND THEIR AFFILIATES AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, AND REPRESENTATIVES, FROM ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO (A) ANY THIRD-PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS PROVIDED IN OR IN CONNECTION WITH THE SOLUTION, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM; (B) YOUR USE OF, OR INABILITY TO USE, THE SOLUTION OR THE INFORMATION ACCESSIBLE THEREFROM OR ANY DECISION MADE USING THE SOLUTION; (C) UNAUTHORIZED ACCESS TO THE SOLUTION OR INFORMATION PROVIDED THEREIN; OR (D) YOUR USE OF ANY HARDWARE, EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SOLUTION OR THE INFORMATION ACCESSIBLE THEREFROM.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY AND IRREVOCABLY WAIVE THE PROVISIONS OF ANY CONSUMER PROTECTION LAWS OR ANY IMPLIED WARRANTIES OR SIMILAR PROTECTIONS UNDER STATUTE THAT MIGHT BE CLAIMED TO APPLY TO ANY PARTY OF THE SOLUTION.

NEITHER SITUSAMC NOR PROVIDER SHALL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER FORM (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF GOODWILL), REGARDLESS OF THE FORM OF ACTION AND EVEN IF SITUSAMC OR PROVIDER HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM ANY DATA BREACH, CYBERATTACK, SYSTEMS SECURITY BREACH OR DIGITAL INFILTRATION OF OR AGAINST ITS SUBCONTRACTORS OR INDEPENDENT CONTRACTORS WHERE NEITHER SITUSAMC NOR PROVIDER HAS INTRODUCED OR REGISTERED NON-PUBLIC PERSONALLY IDENTIFIABLE INFORMATION ("NPPI") RECEIVED FROM THEIR CLIENTS OR CUSTOMERS WITH SUCH SUBCONTRACTORS OR INDEPENDENT CONTRACTORS, BUT WHERE SITUSAMC AND PROVIDER PERMIT USERS TO ENTER INTO THE SOLUTION PERSONALLY IDENTIFIABLE INFORMATION ("PII"), CUSTOMER INFORMATION OR CONFIDENTIAL INFORMATION RECEIVED FROM THEIR CLIENTS OR CUSTOMERS TO ACCESS NPPI PREVIOUSLY STORED AND WAREHOUSED BY SUCH SUBCONTRACTORS OR INDEPENDENT CONTRACTORS. FOR THE AVOIDANCE OF ANY DOUBT, NEITHER SITUSAMC NOR PROVIDER’S TRANSMITTAL OF PII, CONSUMER INFORMATION OR CONFIDENTIAL INFORMATION BY WAY OF USER ENTRY OR ELECTRONIC INPUT (VIA API, XML, OR SIMILAR CAPABILITY) INTO THE SOLUTION TO SUCH SUBCONTRACTORS OR INDEPENDENT CONTRACTORS IN THE MANNER DESCRIBED ABOVE WILL NOT BE DEEMED THE SOURCE OF SUCH SUBCONTRACTORS’ OR INDEPENDENT CONTRACTORS’ POSSESSION OF SUCH PII, CONSUMER INFORMATION OR CONFIDENTIAL INFORMATION.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS TERMS OF USE AND WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR PROVIDER’S OR SITUSAMC’S WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF EACH OF PROVIDER AND SITUSAMC AND THEIR AFFILIATES UNDER THE TERMS OF USE WILL NOT EXCEED U.S. $500. IN STATES WHERE SUCH LIMITATIONS ON LIABILITY ARE NOT PERMITTED, PROVIDER’S AND SITUSAMC’S AND THEIR AFFILIATES’ LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

1. **Indemnification.**

You agree to indemnify, defend, and hold SitusAMC and Provider and their affiliates and respective directors, officers, employees, agents, advisors and representatives harmless from and against any and all third party claims, demands and assessments, judgments, liabilities, losses, costs, damages and expenses (including, without limitation, (a) interest, penalties, reasonable attorneys’ fees, expenses, and disbursements incurred in connection with any action, suit or proceeding and (b) reasonable attorneys’ fees, expenses and disbursements incurred in enforcing any right of indemnification against you) that arise out of or result from: (i) your breach or inaccuracy of any of your covenants, agreements, representations, or warranties in this Terms of Use or in the documents it incorporates by reference (including, but not limited to, our Privacy Policy), (ii) any user contribution, trademarks or other source identifiers you enter into the Solution, (iii) your violation (or the violation by any User Contribution you submitted) of any law or intellectual property, privacy, or other rights of a third party; (iv) your use of, or inability to use, any part of the Solution; (v) your violation of any Applicable Laws; or (vi) the actions of any persons, authorized or unauthorized, who gained access to the Solution through your Password.

1. **Miscellaneous.**
	1. ***Force Majeure.***

No Party shall be liable for any failure or delay in the performance of its obligations, due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, nor other similar cause beyond the reasonable control of such Party.

* 1. ***Governing Law; Jurisdiction and Venue.***

This Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles of conflicts of law that would apply the substantive laws of another jurisdiction. Each Party hereby submits to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York, over any dispute arising out of or relating to this Terms of Use and waives the right to object to such venue or make a claim of forum non conveniens. Notwithstanding anything herein to the contrary, each Party shall be entitled to seek injunctive or equitable relief whenever the circumstances permit such Party to seek such equitable relief in a court of competent jurisdiction. You must bring any cause of action arising out of, or in connection with, this Terms of Use within one year of when the alleged breach occurred.

* 1. ***Relationship of the Parties.***

The Parties shall at all times be independent contractors with respect to each other in carrying out this Terms of Use, and nothing herein renders them partners, joint venturers, agents, or employer and employee.

* 1. ***No Third-Party Beneficiaries.***

The Parties do not confer any rights or remedies upon any person or entity other than the Parties to this Terms of Use and their respective successors and permitted assigns. Use of the Solution to view data or results which may reside within the Solution shall not, in any way, create or otherwise confer any rights or title or ownership interest in such data is it relates to the user; instead data and results which may reside within the Solution are and remain the property of any Party or third-party entity that provided such data to the Solution, or whose ownership or usage is contemplated under a separate third-party agreement.

* 1. ***Modifications; Waiver.***

This Terms of Use may be modified by SitusAMC at any time in its sole discretion. Provider shall notify you electronically or otherwise of any material modification that affects you, and the date set forth above on the copy of this Terms of Use will display the new revision date. You are responsible for being familiar with, and by continuing to use the Solution you agree to be bound by this Terms of Use, as it may be revised from time to time. The Parties expressly disclaim the right to claim the enforceability of any oral modifications to this Terms of Use or any amendments based on course of dealing, waiver, reliance, estoppel or other similar legal theory. No delay or omission by either Party to exercise any right occurring upon any non-compliance or default of the other Party regarding any of the terms herein shall impair any such right or be construed to be a waiver thereof.

* 1. ***Survival.***

Any provision herein that contemplates performance or observance subsequent to any expiration or termination of this Terms of Use, or which is otherwise necessary to interpret the respective rights and obligations of the Parties hereunder, shall survive any expiration or termination of this Terms of Use and continue in full force and effect.

* 1. ***Headings.***

The headings of the various sections herein are for convenience of reference only and shall not affect the construction or interpretation of this Terms of Use.

* 1. ***Incorporation of Disclaimers.***

This Terms of Use incorporates all disclaimers and notices appearing on any portion of the Solution. Such disclaimers and notices may be augmented, modified or removed and/or additional disclaimers or notices added by SitusAMC or Provider with their mutual consent without further notice to you.

* 1. ***Severability.***

If any provision of this Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, such provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Terms of Use shall continue in full force and effect.

* 1. ***Waiver of Jury Trial.***

YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS TERMS OF USE.

* 1. ***Assignment.***

You may not transfer or assign this Terms of Use.

* 1. ***Entire Agreement.***

This Terms of Use supersede all prior versions of this document, together with any license or other agreement under which you are being provided access to the Solution, constitute the sole and entire agreement among you, SitusAMC and Provider and also supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Solution.

* 1. ***Questions or Comments.***

If you have any questions or comments about this Terms of Use, please email termsofuse@situsamc.com.

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