



## **WELCOME**

Welcome to the PropertyInfo's Lender Express Quote(LEQ). The LEQ is a title insurance premium and title services calculator that can be used to calculate fees for generating a Good Faith Estimate. In order to access and use this site, you must agree to follow and be bound, without limitation or qualification, by the terms and conditions of this User Agreement. Please read this document carefully.

## **CHANGE OF TERMS AND CONDITIONS OF THE USER AGREEMENT**

The terms and conditions of this User Agreement may change at any time, without notice. The *LEQ* web site will always contain a link to view the most current version of the User Agreement. By accessing and using this site, you agree to accept the terms and conditions of the most current User Agreement.

## **REQUESTING STATES**

Agent certifies that they are duly licensed to provide quotes in all States that the agent is requesting rates to be published

## **SERVICE FEES**

The User agrees to pay **\$395** for initial LEQ setup for Stewart Title Premiums for one state, Users Title Fees & connection to Users Web Site. Additional States will be quoted upon request. LEQ is not available in Iowa

User also agrees to pay for 1-10 states, **\$15 per state per month**; 11-30 states, \$10 per state per month; 31-50 states, \$5 per state per month for maintenance and support. This fee includes 1 change/add request per month (If more than 1 change is requested a separate quote will quoted).

\$15 (1-10 states) \_\_\_\_\_ \$10 (11-30 states) \_\_\_\_\_ \$5 (31-50 states) \_\_\_\_\_

## **TITLE FEE & PREMIUM ADD/CHANGE REQUEST SUBMISSION**

User agrees to submit Title Fees and Premiums changes via the attached Add/Change form.

## **TITLE FEE & PREMIUM ADD/CHANGE REQUEST CERTIFICATION**

User agrees to certify any Add/Change request submission via attached form.

## **Stewart Lender Network**

"Opt In to the Stewart Lender Network and your settlement office will show up for National lenders using our National Quote system without having to come directly to your website! If you do decide to join the network there is some "quid pro quo". Lenders entering your site will also be able to find Stewart offices in areas where you do not provide service. This is a great way to create a national presence and give your lender a single portal for all of their work."

## **Quote2Order**

Quote2Order allows lenders to send quotes directly to the title company, title companies excepting these quotes will be charged \$1 per order.



### **SYSTEM INTEGRITY**

You may not use any device, software, or routine to interfere or attempt to interfere with the proper working of this site, nor may you take any action which imposes an unreasonably large load on our system infrastructure. All information provided by you with respect to your identity shall be true and accurate. You are solely responsible for maintaining the confidentiality of your password and for all activities which may occur from your account, and you shall immediately notify us if you become aware of any loss, theft, or unauthorized use of your password/account. You agree that you will not abuse the *LEQ* service by engaging activities such as guessing or using in an unauthorized manner someone else's user information or password, or otherwise "hacking" into someone else's account or by using the *LEQ* site for criminal, illegal or immoral purposes.

### **TERMINATION OF ACCESS**

We reserve the right to terminate your access to the *LEQ* site for any reason whatsoever, including but not limited to, the interference with the proper working of this site, the misrepresentation of your identity, the unauthorized use of your password/account, or any other breach of this User Agreement.

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Press Releases. The parties may issue a press release regarding the business relationship or new rate calculator, but only with the prior written approval of both parties and with mention of "Technology provided by PropertyInfo Corp., a Stewart company."

Co-Branding. Agency acknowledges and agrees that PropertyInfo Corp, a Stewart Company, shall have the right to include the legend "Technology provided by PropertyInfo Corp., a Stewart Company." within the frame of the application which is displayed on the Agency's website, or a similar legend on the agency's website including the following statement *LEQ*<sup>™</sup> is a trademark of PropertyInfo Corp., a Stewart Company."

Logos/Trademarks. Neither party shall use the other party's logos or trademarks, without the prior written approval of the other party. Upon termination of this Agreement, each party shall destroy all such advertising and marketing materials; and an officer of such party shall so certify to the other party.

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#### **INDEMNIFICATION**

You, the user, agree to defend, indemnify, and hold harmless Stewart Title Company and/or PropertyInfo Corporation from and against any and all claims, direct, incidental, special, consequential or exemplary damages, losses, liabilities and all costs and expenses, including, but not limited to, attorneys' fees arising directly or indirectly from your violation of this User Agreement or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right, and invasion of any privacy rights.

#### **GENERAL PROVISIONS**

Any provision of this User Agreement that is prohibited by law, or is unlawful or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this User Agreement. This User Agreement and all matters relating to the use of and access to this site shall be governed in all respects by the laws of the State of Texas and the United States. Any claim arising out of this User Agreement or use of and access to this site shall be subject to the exclusive jurisdiction and venue of the Texas state courts of Harris County, Texas, or, if and only if there is exclusive federal jurisdiction, the United States District Court for the Southern District of Texas. You irrevocably consent to the personal and exclusive jurisdiction of these aforementioned courts.

No failure of PropertyInfo to insist upon strict performance of the terms or conditions of this User Agreement or as otherwise set forth in *this site* or as required by PropertyInfo ("terms and conditions") and no failure of PropertyInfo to exercise any right or remedy available upon any breach of said terms or conditions shall constitute a waiver of any such breach or of any of such terms or conditions.

Information about the User contained on the *LEQ* site is subject to our Privacy Policy.

Users of this web site are advised and encouraged to retain all original documents in connection with any transaction posted on the site. You are also encouraged to print copies



of any important reports, information, or documents or reported for you by LEQ and to keep these for your permanent records.

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**Applicable Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this agreement shall be governed by the internal law, not the law of conflicts, of the state of Texas.

**Assignment.** Neither party may assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. A change in control of a party shall be considered an assignment by such party for purposes of this Agreement, except to a wholly owned affiliated company. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**No Waiver.** The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

**Impossibility of Performance.** In the event either party becomes unable to perform its obligations under this Agreement because of events or changes in conditions (other than the party's financial condition) not within the control of the party, the party that cannot perform shall have the right to terminate this Agreement by giving ninety days written notice.

**Injunctive Relief.** The parties acknowledge that money damages may not be an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement.

**Choice of Forum.** The parties agree that in the event that User files a lawsuit against "PIC", the courts situated in Harris County, Texas shall have personal jurisdiction and exclusive venue for any legal actions related to this Agreement. The parties agree that any suit or claim filed in any other court shall be dismissed with costs charged to the filing party and attorney fees awarded to the defending party.

**Construction.** Headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. As used in this Agreement, the singular includes the plural, and reference to the masculine, feminine or neuter gender includes reference to all genders.

**Electronic Signature.** Execution of this instrument by digital or electronic means shall be effective, and copies of this instrument transmitted by electronic or digital means shall have the same effect as the original.

**Nondisclosure Continued Effect.** The Non-disclosure and Confidentiality Agreement shall continue in force and apply to any information exchanged between the parties in



connection with this Agreement. The dispute resolution Section of this Agreement shall apply to the Non-disclosure.

**Merger.** This Agreement and the Contract Documents set forth the entire understanding of the parties with respect to its subject matter, and merge and supersede all prior understandings, representations and warranties with respect to its subject matter. Except as expressly set forth in this Agreement, neither of the parties to this Agreement makes any representation or warranty to any other party.

**Notices.** Except as otherwise permitted under this Agreement, all notices, consents and other communications given under this Agreement shall be in writing and shall be deemed to have been duly given and delivered: (i) when delivered by hand or by Federal Express or a similar overnight courier to the intended party; (ii) five (5) days after being deposited with the United States Post Office enclosed in an airmail postage prepaid registered or certified envelope addressed to the intended party; or (iii) when successfully transmitted by facsimile.

**Severability.** Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such term or provision shall be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**Successors.** This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

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I HAVE READ, FULLY UNDERSTAND, AGREE TO AND ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND I AGREE TO BE BOUND BY AND ACCEPT SAID TERMS AND CONDITIONS IN THEIR ENTIRETY IN ORDER TO UTILIZE LEQ.