

FIDELITY NATIONAL FINANCIAL

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You may be required to obtain a user account to access certain Sites. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms of Use, which may result in immediate termination of your account on our Sites.

You are responsible for safeguarding the user name and password ("Credentials") that you use to access the Sites and for any activities or actions under your Credentials, whether your Credentials is with our Sites or third-party Sites.

You agree not to disclose your Credentials to any third party. You are responsible for all uses of your Credentials, including, but not limited to, any transactions conducted through the use of your Credentials, whether or not authorized by you. If you permit any person to use your Credentials, you agree to be solely responsible and to indemnify FNF for any and all expenses, claims, damages, costs, liability and legal actions arising from the unauthorized use of your Credentials.

You must immediately log off from your account at the end of each session.

If you have an existing account with us, your account may be governed by an account or license agreement. If there is any conflict between these Terms of Use and your account or license agreement, the account or license agreement shall govern.

If you become aware of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Credentials, you must immediately notify us by emailing us at abuse@fnf.com.

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Terms of Use

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Incidents

If you detect or discover any issues or failures regarding the operation, function, availability or security of the Sites (collectively, "Incidents"), you must immediately notify us by emailing a description of the Incident to abuse@fnf.com.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Sites will immediately cease. If you wish to terminate your account, you may simply discontinue using the Sites. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to indemnify FNF and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Sites, by you or any person using your Credentials, or b) a breach of these Terms, or c) Content posted on the Sites.

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In no event shall FNF, or its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Sites; (ii) any conduct or content of any third party on the Sites; (iii) any content obtained from the Sites; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

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Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Sites, and supersede and replace any prior agreements we might have between us regarding the Sites.

Changes

We may update the Terms of Use at any time and without prior notice to you; however, the most current version of the Terms of Use is available at: https://lender.floodapp.com/Content_Public/terms.pdf.

By continuing to access or use our Sites after any revisions to the Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Sites.

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