

Federal Agency Terms of Use

This system is for authorized use only. The system usage may be monitored, recorded, read, captured, or subject to audit in any manner by authorized personnel. Accessing and using this system constitutes consent to having system use monitored and recorded. Unauthorized use is prohibited and subject to not only revocation of access but also criminal and/or civil penalties due to violation of Federal and/or State laws. If criminal activity is discovered, the information will be provided to the appropriate law enforcement officials. Suspected access or use violations should be reported to the CSBS Chief Information Security Officer at security@csbs.org.

1. General

(A) These terms of use (these “Terms of Use”) are an agreement between SRR and each Agency with regard to such Agency’s use of, and access to, NMLSR and any software applications, materials or services accessible via NMLSR (collectively, “use of NMLSR” or “use NMLSR”). The use of NMLSR is conditioned upon the acceptance of all provisions of these Terms of Use, and such use must be in accordance with these Terms of Use. Terms used but not defined herein shall have the meaning ascribed to them in Contract No. CC-09-HQ-R-0066 (the “Contract”).

(B) The Agency is responsible for all use of NMLSR under its account (under any username or password) and for ensuring that all such use complies fully with these Terms of Use.

(C) For so long as the Agency complies with the Contract and these Terms of Use, SRR grants to the Agency a non-exclusive license to use NMLSR.

(D) The Federal Agency designates SRR as its agent for the purposes of collecting Registrant Data and maintaining a database and links to third-party databases with information supplied by, or relevant to, Registrants. SRR will have no right to bind the Federal Agency with respect to any of the Federal Agency’s registration requirements.

(E) Any disputes between SRR and a Registrant regarding Federal Registration will be handled in the following manner: 1) First, SRR will attempt to resolve the issue through its Customer Service Center (CSC); 2) If a dispute cannot be resolved through the CSC, SRR staff will attempt to resolve the dispute; and 3) If SRR staff cannot resolve the dispute, the Federal Agency will handle the dispute.

(F) SRR will undertake commercially reasonable efforts to maintain the Agency’s ability to use NMLSR in the manner contemplated by these Terms of Use and the Contract.

(G) The Agency is responsible for protecting the confidentiality of its log in information (including usernames and passwords). The Agency agrees to notify SRR immediately if it becomes aware of the loss, theft or unauthorized use of any username or password, or

unauthorized use of or access to NMLSR or any of the materials, software applications or services available thereunder.

(H) To the extent that the U.S. government or U.S. government agencies are end users hereunder, you acknowledge and agree that all products, material, software, documentation, and publications provided or licensed hereunder are provided as “commercial computer software” if computer software and “commercial computer software documentation” if technical data, as those terms are used in Section 12.211 and 12.212 of the Federal Acquisition Regulation (FAR), or, if applicable, in Section 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (DFARS), and that the government shall acquire only those rights in such technical data and/or computer software as are customarily applicable for commercial items. Except as expressly set forth to the contrary herein, computer software acquired hereunder further constitutes “restricted computer software” as that term is defined in FAR Section 52.227-14.

2. Use of NMLSR

(A) The Agency’s right to use NMLSR is limited (i) to use for the purpose of complying with, or satisfying such Agency’s obligations under, the S.A.F.E. Act, Pub. L. No. 110-289, 122 Stat. 2654 (July 30, 2008) or any implementing regulations under such Act, (ii) for other governmental supervisory, regulatory and enforcement purposes, and (iii) in conformance with the Contract and these Terms of Use.

(B) The Agency agrees that it will not, nor permit anyone else to, use any data mining, robots, or similar data-gathering and extraction methods to monitor or copy NMLSR or the software applications, materials or services accessible through NMLSR in bulk, or to make voluminous, excessive or repetitive requests for information that reduce the speed and efficiency of NMLSR. The Agency further agrees that it will not, nor permit anyone else to, use any device, software or routine to bypass any software or hardware that prohibits volume requests for information. The Agency will not, nor permit anyone else to, interfere with or attempt to interfere with the proper working of NMLSR or the software applications, materials or services accessible through NMLSR, and the Agency will not, nor permit anyone else to, take any action that imposes an unreasonable or disproportionately large load on NMLSR. To the extent to which the Agency wishes to data mine or otherwise manipulate Data in a manner that may reduce the speed and efficiency of NMLSR, the Agency agrees that it must first obtain the permission of SRR and the Agency and SRR agree to cooperate with each other to either download such data and perform the mining or other manipulation offline, or otherwise conduct such mining or other manipulation without impairing NMLSR.

(C) Notwithstanding Section 2(B), an Agency may, without the prior approval of SRR, download Registrant Data for which it is a Relevant Agency and access status reports in accordance with the Contract. In addition, financial institutions may download information from NMLRS via the standard NMLS reporting tool without prior approval of SRR in accordance with Contract No.

CC-HQ-R-09-0066.

3. Equipment

The Agency is responsible for obtaining and maintaining all equipment required for its use of NMLSR and its charges and costs related thereto.

4. Agency Conduct

(A) The Agency, including its employees, agents, and contractors, may use NMLSR only in accordance with Section 2(A). The Agency may not post or transmit through NMLSR any material that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability to SRR or otherwise violate any law, or that, without SRR's express prior written approval, contains advertising or any solicitation with respect to products or services. The Agency may not engage in conduct that restricts or inhibits any other Agency from using or enjoying NMLSR or the software applications, materials and services accessible through NMLSR. The Agency may not use NMLSR to advertise or perform any commercial solicitation.

(B) NMLSR and the software applications, content or services accessible through NMLSR contain copyrighted material, trademarks and other proprietary information. With the exception of the Registrant Data and any Federal Agency Property (defined below), SRR owns or has rights to NMLSR and all software applications, content and services accessible through NMLSR, and no rights thereto are conferred by virtue of these Terms of Use or the Contract except to the extent expressly granted herein or therein. The Agency owns or controls the use of any logo, trademarks or content it has uploaded or provided for display on NMLSR ("Federal Agency Property") and grants SRR the right to copy, process, store and distribute Federal Agency Property solely for the purpose of SRR's performance of its obligations under these Terms of Use and/or the Contract. NMLSR and the software applications, materials or services accessible through NMLSR contain links to, and accesses proprietary databases of, SRR and third parties and employs proprietary software of SRR and third parties. Except as authorized by the Contract and/or these Terms of Use, the Agency may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the software applications, materials or services hosted on or obtained from NMLSR or the software applications, materials or services accessible through NMLSR, in whole or in part, without the express permission of SRR or the applicable owner thereof. In the event of any permitted copying, redistribution or publication of content obtained from NMLSR, no changes in, or deletion of, author attribution, trademark legend or copyright notice may be made. For purposes of clarification, the provisions contained in this Section 4(B) apply only to the intellectual property of SRR, its affiliates and third-party contractors and exclude, without limitation, the Registrant Data.

(C) The Agency may not upload, post or otherwise make available on NMLSR or the software applications, content or services accessible through NMLSR, any material protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that

any material is not protected by law rests with the Agency. The Agency will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission made by the Agency.

5. Limited Warranty

(A) SRR REPRESENTS AND WARRANTS THAT THE SERVICES WILL BE PROVIDED IN A REASONABLE AND WORKMANLIKE MANNER, AND THAT IT WILL USE REASONABLE EFFORTS TO MAINTAIN AND KEEP AVAILABLE VIA THE INTERNET, NMLSR, WHICH, FOR PURPOSES OF SECTIONS 5 AND 6 ALSO INCLUDES ALL CONTENT, DATA, INFORMATION AND FUNCTIONS ASSOCIATED WITH OR AVAILABLE THROUGH THE SYSTEM.

(B) EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5 or as otherwise expressly stated in the Contract, THE SYSTEM IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION BY VIRTUE OF THE LAWS APPLICABLE TO THESE TERMS OF USE AND TO THE CONTRACT. SRR DOES NOT WARRANT THAT (I) THE CONTENT, DATA, INFORMATION OR FUNCTIONS ASSOCIATED WITH OR AVAILABLE THROUGH NMLSR WILL BE TIMELY, ACCURATE OR UP-TO-DATE, OR FREE FROM MISTAKES OR ERRORS; OR (II) THE OPERATION OR AVAILABILITY OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. SRR DOES NOT PROVIDE ANY SERVICES WITH RESPECT TO VERIFYING, AND WILL NOT BE LIABLE FOR ANY DATA SUBMITTED BY A REGISTRANT OR BY THE AGENCY, OR FOR ANY OTHER DATA ACCESSIBLE THROUGH NMLSR.

6. Limitation of Liability

Notwithstanding anything to the contrary, SRR’s and SRR’s affiliates’ and subcontractors’ liability to the Agencies arising out of any act or omission of SRR or its affiliates or subcontractors in connection with this Contract shall be limited to \$5,000,000. In addition, SRR and the Agencies acknowledge that SRR’s liability is limited to the extent provided in section 1513 of the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (12 U.S.C. §5112). The foregoing limit shall not apply to any third party claims.

7. Trademarks

“SRR”, “NMLSR”, “NLS” and “NMLS” and associated logos are trademarks and/or service marks of SRR. All rights reserved.

8. Third-Party Content

(A) Use of some third-party materials included on NMLSR or the software applications, content

or services accessible through NMLSR may be subject to other terms and conditions typically found in a separate license agreement or “Read Me” file located near such materials. SRR is a distributor (and not a publisher) of content supplied by the Agency and/or providers of such third-party materials. Accordingly, SRR has no more editorial control over such content than does a public library, bookstore or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, state licensing agencies or any other user of NMLSR or the software applications, materials or services accessible through NMLSR, are those of the respective author(s) or distributor(s) and not of SRR. Neither SRR nor any provider of such third-party materials guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Sections 5 and 6 above for the complete provisions governing disclaimers of warranty and limitation of liabilities.)

(B) In many instances, the information available through NMLSR or the software applications, content or services accessible through NMLSR represents the opinions and judgments of the respective third-party providers thereof, the Agency or other users of NMLSR not under contract with SRR. SRR neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on NMLSR or the software applications, content or services accessible through NMLSR by anyone other than authorized SRR employee spokespersons while acting in their official capacities. Under no circumstances will SRR be liable for any loss or damage caused by the Agency’s reliance on information obtained through NMLSR or the software applications, materials or services accessible through NMLSR.

(C) NMLSR may contain hyperlinks to web sites operated by persons or entities other than SRR, State and Federal Agencies and vendors under contract for SAFE Act required functionality, but only with the Agencies’ express written consent, which shall not be unreasonably withheld or delayed. Such hyperlinks to other web sites, whether to a home page or some other page on a web site, are provided for reference and convenience of a user of NMLSR. The Agencies agree not to hold SRR responsible for the content or operation of such web sites. A hyperlink from any web site within NMLSR to another web site does not imply or mean that SRR endorses the content on that web site or the operator or operations of that web site. The Agency is solely responsible for determining the extent to which the Agency may use any content at any other web sites to which NMLSR links.

9. Miscellaneous

(A) All use of NMLSR and the export, re-export or distribution of SRR software products are subject to U.S. economic sanction laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control and other agencies, including the Office of Export Enforcement of the Department of Commerce. These agencies maintain and update lists of prohibited countries and individuals and administer sanctions against U.S. corporations and individuals conducting business with designated entities.

(B) Contract No. CC-09-HQ-R-0066 and this Agreement together constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. In the event of any

inconsistency or conflict between Contract No. CC-09-HQ-R-0066 and this Agreement, Contract No. CC-09-HQ-R-0066 will govern.

(C) No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

(D) If any of the provisions of these Terms of Use, or the application thereof to any individual, entity or circumstance, is deemed to any extent be invalid or unenforceable, the remainder of these Terms of Use, or the application of such terms or provisions to persons or circumstances other than those as to which they are invalid or unenforceable, will not be affected thereby, and each term and provision of these Terms of Use will be valid and enforceable to the fullest extent permitted by law.

(E) Except as otherwise set forth in these Terms of Use, no third party will be entitled to enforce the provisions of these Terms of Use against the respective parties as third-party beneficiaries thereof. Registrants are not third-party beneficiaries under these Terms of Use under any circumstances.

(F) The section headings used herein are for convenience only and are not be given any legal import.

(G) This Contract will be binding upon and inure to the benefit of the parties hereto and their successors, legal representatives and permitted assigns. No party to this Contract may assign any of its rights or delegate any of its obligations under this Contract, other than to an affiliate or to the Consumer Financial Protection Bureau (CFPB) or a transferee designated by law to assume responsibility for the functions or obligations of the Agencies under the S.A.F.E . Act, as amended. Assignment to the CFPB or other transferee shall be accomplished by written notice to SRR from the Agencies, and such assignment shall be effective as of the date designated on such written notice. Upon any such assignment, SRR releases any claim or right to proceed against any of the Agencies under this Contract and SRR acknowledges that any claim or right under this Contract that it might have against the Agencies will be against the CFPB or transferee, as applicable.