

# Surety Bond Industry Terms of Use

**This System is for authorized use only. The System use 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 Security Officer at [security@csbs.org](mailto:security@csbs.org).**

## 1. Agreement

This Surety Bond Industry Terms of Use (“Agreement”) constitutes an agreement between You and State Regulatory Registry LLC (“SRR”) and governs Your use of the Nationwide Mortgage Licensing System (herein referred to as the “System”, as further defined in Section 2). You must obtain a username and password and establish an account (“Your Account” or “Account”) in order to access the System. You are responsible for all access to and use of the System under Your username and password.

Many state financial services regulators (“State Agencies” or “State Agency”) utilize the System to license or register individuals or companies within their jurisdiction (“Regulated Entities” or “Regulated Entity”). Many Regulated Entities are required by applicable state law to have surety bonds in connection with an application for a license or registration and to maintain any such license or registration. SRR has developed, for the convenience of both State Agencies and the Regulated Entities using the System, functionality on the System that enables a company in the business of issuing surety bonds (“a Surety Bond Company”) or its authorized agent (“a Surety Bond Producer”) that has sold a bond to a Regulated Entity to, among other things, electronically issue that bond on the System.

This Agreement is entered between SRR and You for the sole purpose of granting You limited access to the System, as further described herein, to enable You on the System, among other things, to electronically: issue bonds that You have sold to Regulated Entities, issue changes to such bonds, provide notice of cancellations of such bonds, and to receive claims against a bond from a State Agency. It is expressly understood and agreed that nothing about this Agreement shall permit You to use the System to advertise, solicit, broker, or sell surety bonds or any other product, or to use this System for any other purpose or in any manner inconsistent with this Agreement.

## 2. Definitions

In addition to any terms defined above, these terms have the following meanings when used in this Agreement:

The term “Industry Data” means (i) the information submitted by a Surety Bond Company or Surety Bond Producer to obtain and subsequently maintain a Surety Bond User Account on the System; and (ii) surety bonds in the System.

The term “Licensor” as used in this Agreement means a third-party contractor who has granted SRR a license to software applications, materials, content or services used in the System. “Licensor” does not include Regulated Entity.

The term “Regulated Entity” means an individual or company utilizing the System for purposes of applying for or maintaining a license or registration from a State Agency.

The term “Regulated Entity Data” means a limited subset of data in the System that the Regulated Entity agrees to provide You access to when it elects on the System to have You issue an electronic bond. It includes only that data in the Regulated Entity’s System record that is necessary for You to complete the information required by the particular surety bond form required by the State Agency. If the particular surety bond form required by the State Agency requires any additional information not included in the System record for that Regulated Entity and the Regulated Entity provides that information to You on the System for that purpose, that additional information is also “Regulated Entity Data.”

The terms “Surety Bond Company,” “Surety Bond Producer,” “You” and “Your” mean you as an individual as well as any corporate or other legal entity on whose behalf you are acting.

The term “Surety Bond User Account”, “Your Account” or “Account” means an account held by a Surety Bond Company or Surety Bond Producer in the System which enables You to conduct the on-System activities contemplated by this Agreement.

The term “System” as used in this Agreement means the Nationwide Mortgage Licensing System and Registry (which is also referred to as the Nationwide Multistate Licensing System, the Nationwide Mortgage Licensing System, NMLSR and/or NMLS) and any and all examination programs, complaint programs, software applications, materials, content or services accessible thereon as provided by SRR, affiliates of SRR or other third parties.

The term “Third-Party Content Provider” as used in this Agreement means a party other than SRR or State Agency, such as another state regulator, another state licensing agency, a law enforcement agency or a self-regulatory organization, whose information SRR makes available on the System for the purpose of providing useful information. “Third-Party Content Provider” does not include Regulated Entity.

### **3. General**

(A) This Agreement governs the qualifications to obtain an Account and Your use of that Account or the use of that Account by others acting on Your behalf. Your use of the System is conditioned upon Your acceptance, without modification, of all provisions of this Agreement. If You are acting as an agent or employee of another entity, You may only agree to this Agreement and establish an account if You have the legal power and authority to bind Your principal or employer, as the case may be. Any information accessed, requested or provided through the System must be accessed, requested and used in accordance with this Agreement. SRR reserves any rights not expressly granted under this Agreement. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AND FULLY NEGOTIATED

AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT CLICK "I AGREE" AND DO NOT USE THE SYSTEM.

(B) Your Account, including Your unique username and password, is not transferable to any person or entity, as the case may be. You are responsible for all use of Your Account (under Your unique username and password) and for ensuring that all use of Your Account complies fully with this Agreement. The Industry Data you provide to the System and the Regulated Entity Data provided to You through the System may be used only for Your own professional use and in accordance with this Agreement, and only for the following specifically identified purposes:

(1) Submitting a request for an Account or requesting renewal of an existing Account.

SRR will determine in its sole discretion the information required to support a request for an Account or for renewal of the Account and will determine in its sole discretion whether or not to approve Your request. At a minimum, You will be required to provide: certain corporate and/or identifying information; evidence of Your on-going authority under applicable state law to conduct Your surety bond business in the jurisdictions specified; Your National Producer Number (NPN) if applicable or Your National Association of Insurance Commissioner (NAIC) Company Code; supporting documentation and such other information SRR determines necessary in order to approve your Account request or Account renewal request. If at any time, SRR determines that you no longer meet the qualifications for an approved Account, Your Account will be terminated by SRR and this Agreement will terminate by operation of Section 11 of this Agreement.

(2) Electronically issuing bonds separately sold to Regulated Entities, issuing changes to such bonds, issuing notices of cancellation of such bonds, and receiving claims against a bond from a State Agency.

(3) Communicating with SRR, a Regulated Entity, or a State Agency regarding items 1 or 2, above.

(C) So long as You obtain and maintain an approved Account and so long as You comply with all of the terms and conditions of this Agreement, SRR grants to You a non-exclusive license to access and use the System for the purposes described herein.

(D) It is Your responsibility to manage Your Account and to ensure that all information necessary to obtain and to maintain the Account is kept current and accurate, and that all deadlines are met. It is Your responsibility to know and follow the policies and applicable laws of each state in which You choose to offer surety bonds. SRR will not be responsible for the accuracy or content of any information You submit, nor for the use of Your information by any Regulated Entity or State Agency, whether or not the System facilitates the transmission of such information. SRR is not obligated to release to You or any other party any information in the System except that identified as Regulated Entity data.

(E) You expressly acknowledge and agree that: (1) SRR is providing a service for You; (2) SRR's role in the collection and maintenance of information through the System does not mean that SRR is Your agent; (3) SRR does not have any responsibility for such information or any use thereof

by You or the Regulated Entities or the State Agencies other than as expressly set out in this Agreement; (4) SRR is not the issuer of any bond hereunder; (5) SRR is not liable for any decision by a Regulated Entity to conduct business or not conduct business with You or the decision of any State Agency to file any claim against a bond You issued; (6) SRR is not liable for any representations made by You to a Regulated Entity or to a State Agency or on any bond issued or sold by You and held in the System; and (7) You are solely responsible for the content of any such bond and that bond's compliance with State Agency requirements.

(F) The System is operated within the United States of America. SRR makes no representation that the System is appropriate for use at locations outside the United States. Access to the System from jurisdictions where the System is illegal is prohibited. If You access the System from a location outside the United States, You are responsible for compliance with all local laws.

(G) SRR makes no guaranty regarding the future participation of any State Agency or federal agency in the System, and makes no guaranty that Regulated Entities will purchase any of Your products.

(H) You are responsible for protecting the confidentiality of login credentials (including without limitation usernames and passwords). Each individual accessing the System must do so with unique login credentials that can be used only by that individual. You agree to notify SRR immediately if You become aware of the loss, theft or unauthorized use of Your username or password, or any unauthorized access to or use of the System or any information submitted to, contained in or downloaded from the System, or provided to You by SRR.

#### **4. Industry Data**

(A) For purposes of this Agreement, Industry Data that You submit or release to the SRR to request or maintain an account will be considered to be under Your control. You have an obligation to update Your Industry Data immediately on the occurrence of any event that renders Your Industry Data in the System incorrect for any reason.

(B) After expiration or termination of your Account for any reason, SRR will continue to have access to Your Industry Data. SRR's use of Your Industry Data is limited and restricted to such purposes as set forth in this agreement and may not be shared with any non-regulatory parties.

(C) Every State Agency participating in the System will have access to a subset of Your Industry Data.

(D) SRR will retain Your Industry Data in the System for a minimum of five (5) years after such time that Your account with NMLS is terminated or expired. You acknowledge and agree that You may have different retention requirements under the laws of the states that you are regulated in and that You bear sole responsibility for these requirements. In the event You determine that Your Industry Data needs to be retained longer than the time period stated above, SRR shall, upon request, provide You copies of Your Industry Data if available in the System.

(E) SRR may collect and manipulate Your Industry Data for the purpose of disseminating

aggregated data on a state, regional or national level. Your Industry Data may be checked against other state and federal regulatory agency databases, the Social Security Administration or financial services or insurance industry self-regulatory organization or commercial databases, and Your Industry Data may be shared with relevant State Agencies and/or federal agencies and financial services or insurance industry self-regulatory organizations. You grant SRR the right to use Your contact information from time to time for the purposes of issuing communications concerning the System to You. You grant the State Agencies and Regulated Entities the right to use Your contact information in order to communicate with You.

(F) You acknowledge and agree that certain of Your Industry Data submitted through the System may be accessed by interested Regulated Entities and State Agencies. Such data includes but is not limited to:

- Legal Entity Identifiers such as a NPN or NAIC number;
- State authorizations and bonding limits
- Business phone
- Business fax
- Business e-mail address
- Subsidiaries listed in the System
- Affiliates listed in the System
- Associations/Appointments between Surety Bond Companies and Surety Bond Producers(view limited to State Agencies)
- Supporting documentation (view limited to State Agencies)

(G) SRR has no obligation with respect to any third party's use of data accessed through the System. SRR, or a State Agency accessing Your Industry Data may disclose Your Industry Data in response to a request by law enforcement or by a legally sanctioned investigatory authority or otherwise through legal process or under law.

(H) You acknowledge that by requesting an Account, subsets of Your Industry Data may become viewable to other Surety Bond Companies or Surety Bond Producers but only to the extent You may have established a relationship on the System.

## **5. Changes**

(A) SRR reserves the right to change this Agreement and other guidelines or rules posted on the System (including the [System Privacy Notice](#)) from time to time at its sole discretion. SRR will provide notice of material changes to this Agreement at the resource center and will send an e-mail to You notifying of such changes. The most current form of these terms will be available at <http://mortgage.nationwideicensingsystem.org/about/Pages/Policies.aspx>. Your access and/or use of the System constitutes Your acknowledgement and acceptance of the terms of this Agreement as they may exist at the time of such access and/or use. You should periodically check the "Surety Bond Industry Terms of Use" link on the home or login page to view the then-current terms. SRR does not accept or advocate alternative means of accessing or logging into the System; if You do access or log-into the System from a means other than the login page and method provided by SRR, You may be at risk of not receiving periodic notices that are made available by SRR to System users on (or associated with) the SRR-provided login page and method (e.g., notices of a change to the terms of this Agreement). If You nonetheless use such an alternative means of accessing or logging into the System, then such

access and/or use of the System constitutes Your acknowledgement and acceptance of the terms of this Agreement as they may exist at the time of such access or use.

(B) SRR has the right at any time without notice or obligation to You to change or discontinue any aspect or feature of the System, including, but not limited to, functionality, content, hours of availability, and equipment needed for access or use.

(C) This Agreement may only be altered or amended in writing by SRR.

## **6. Equipment**

You are responsible for obtaining and maintaining all equipment required for access to and use of the System and all charges and costs related thereto. These equipment requirements are published on the Schedule of System Requirements (accessible at <http://mortgage.nationwidelicensingsystem.org/about/Pages/TechnicalRequirements.aspx>) and may be amended from time to time.

## **7. Your Conduct**

(A) You may use the System for lawful purposes only. You may not post or transmit through the System 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. Any conduct by You that, in SRR's sole determination, restricts or inhibits any other person from using or enjoying the System will not be permitted. Unless otherwise specifically set forth herein, You may not use the System, or the content contained therein or obtained therefrom, to advertise or perform any commercial solicitation. You agree that You will not use content of any kind retrieved from the System to develop or create a database to be sold, leased, furnished, licensed or made otherwise available (either commercially or free of charge). You agree that You will not use, or allow others to use, any data mining, robots, or similar data-gathering and extraction methods to monitor or copy the System in bulk, or to make voluminous, excessive or repetitive requests for information. You further agree that You will not use any device, software or routine to bypass any software or hardware that prohibits volume requests for information, You will not interfere with or attempt to interfere with the proper working of the System, and You will not take any action that imposes an unreasonable or disproportionately large load on the System.

(B) The System contains copyrighted material, trademarks and other proprietary information. SRR, the relevant State Agencies and federal agencies or SRR's Licensors own all copyright in the selection, coordination, arrangement and enhancement of such information and data, as well as in some or all of the content original to it. The System contains links to and accesses proprietary databases of SRR and third parties and employs proprietary software of SRR and third parties. The System, and all parts thereof, are created by or on behalf of SRR, the State Agencies and/or the federal agencies. You 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 the System, in whole or in part. You may download content from the System, the State Agencies and/or the federal agencies for Your personal and professional use only and only to the extent permitted by this

Agreement. Any information or content You download from the System or receive from SRR must be protected using the appropriate security measures and may not be retained longer than necessary to achieve the purposes outlined in herein. Except as otherwise expressly permitted by law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of SRR and, if applicable, the owner of any proprietary rights in such material. In the event of any permitted copying, redistribution or publication of content obtained from the System, no changes in or deletion of author attribution, trademark legend or copyright notice may be made. You acknowledge that You do not acquire any ownership rights by downloading material from the System.

(C) You may not upload, post or otherwise make available on the System 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 You. You will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to the System, You automatically grant to, or warrant that the owner of such material has expressly granted, SRR a royalty-free, perpetual, irrevocable, non-exclusive, unlimited right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright or other right that may exist in such material. You hereby grant SRR the rights to edit, copy, publish and distribute any material made available on the System by You. This paragraph does not apply to specific surety bond information.

(D) The foregoing provisions of Section 7 are for the benefit of SRR, its affiliates and its Third-Party Content Providers and Licensors and the State Agencies and federal agencies participating in the System, and each will have the right to assert and enforce such provisions directly or on its own behalf.

## **8. Disclaimer of Warranty; Limitation of Liability**

(A) USE OF THE SYSTEM IS AT YOUR SOLE RISK. SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN THE SYSTEM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS MAKE NO WARRANTY (i) THAT THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SYSTEM OR (iii) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MATERIALS PROVIDED THROUGH THE SYSTEM.

(B) THE SYSTEM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION BY VIRTUE OF THE LAWS APPLICABLE TO THIS AGREEMENT.

(C) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY

CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN THE SYSTEM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SURETY BOND COMPANIES OR SURETY BOND PRODUCERS OR ANYONE ELSE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. HOWEVER, SRR WILL, AT ITS OWN DISCRETION, TAKE APPROPRIATE ACTIONS AGAINST SUCH SURETY BOND COMPANY OR SURETY BOND PRODUCER UPON BECOMING AWARE OF SUCH DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT.

(D) IN NO EVENT WILL SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN THE SYSTEM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SYSTEM OR SOFTWARE UNDERLYING THE SYSTEM BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION APPLY TO ALL CONTENT ON, AND SERVICES PROVIDED THROUGH THE SYSTEM.

IN ADDITION TO THE TERMS SET FORTH ABOVE, SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN THE SYSTEM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SYSTEM, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY OR FOR ANY DISCIPLINARY OR REGULATORY ACTION TAKEN THEREUPON. SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES. SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN THE SYSTEM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS DO NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF INFORMATION AVAILABLE THROUGH THE SYSTEM.

(E) The foregoing provisions of Section 8 are for the benefit of SRR, its affiliates and its Third-



Party Content Providers and Licensors and the State Agencies and federal agencies participating in the System, and each will have the right to assert and enforce such provisions directly or on its own behalf.

## **9. Monitoring**

SRR has the right, but not the obligation, to monitor the content of the System, including chat rooms and forums, to determine compliance with this Agreement and any other rules established by SRR and to satisfy any law, statutes, regulation rules, guidelines or authorized government request. SRR has the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the System. Without limiting the foregoing, SRR has the right to remove any material that SRR, in its sole discretion, finds to be in violation of this Agreement.

## **10. Indemnification**

You agree to defend, indemnify and hold harmless SRR, its affiliates, Third-Party Content Providers, Licensors and the State Agencies and federal agencies participating in the System and their respective directors, officers, employees and agents from and against all claims, fees, costs and expenses, including attorneys' fees, arising out of or in connection with Your Account or Your use of the System.

## **11. Termination**

SRR has the right to immediately terminate Your Account in the event You fail to meet or maintain the required qualifications for an approved Account, for any conduct by You which SRR, in its sole determination, considers to be unacceptable, or in the event of any breach by You of this Agreement. The provisions of Sections 3, 4, 7, 8, 10, 14 and this Section 11 will survive such termination. If You breach any of the terms of this Agreement or fail to pay any fees required for the services provided under this Agreement, SRR may disable Your Account, pursue collections actions, and/or terminate or temporarily suspend Your access to, participation in and use of the System and require You to immediately destroy any materials downloaded or printed from the System in violation of this Agreement.

## **12. Trademarks**

“SRR”, “NMLS”, “Nationwide Mortgage Licensing System”, “Nationwide Multistate Licensing System” and “Nationwide Mortgage Licensing System and Registry” and associated logos are trademarks and/or service marks of SRR. All rights reserved.

## **13. Third-Party Content**

(A) Use of some third-party materials included on the System 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 third-party content providers and You. 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, You, or any other user of the System are those of the respective author(s) or distributor(s) and not of SRR. Neither SRR nor any Third-Party Content Provider guarantees the

accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 8 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

(B) In many instances, the information available through the System represents the opinions and judgments of the respective Third-Party Content Provider, You, or other users not under contract with SRR. SRR neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the System or the software applications, content or services accessible through the System. Under no circumstances will SRR, its affiliates, Third-Party Content Providers, Licensors and the State Agencies and federal agencies participating in the System and their respective directors, officers, employees and agents be liable for any loss or damage caused by Your reliance on information obtained through the System. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the System. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

(C) The System may contain links to websites operated by persons or entities other than SRR. Such links to other websites, whether to a home page or some other page on a website, are provided for Your reference and convenience only. You agree not to hold SRR, its affiliates, Third-Party Content Providers, Licensors and the State Agencies and federal agencies participating in the System and their respective directors, officers, employees and agents responsible for the content or operation of such websites. A link from the System to another website does not imply or mean that SRR endorses the content on that website or the operator or operations of that website. You are solely responsible for determining the extent to which You use any content at any other websites to which the System links.

#### **14. Data Privacy**

Industry Data created to meet a State Agency requirement and submitted by a Regulated Entity to the State Agency in connection with a license application or license maintenance becomes the property of the State Agency and will be subject to the public information and privacy laws and policies of such State Agency.

#### **15. Digital Millennium Copyright Act of 1998 (“DMCA”) Policy: Copyrights and DMCA Copyright Agent**

SRR respects the rights of all copyright holders and in this regard, SRR has adopted and implemented a DMCA Policy, which provides for the termination of Your and other users’ rights to access the System in appropriate circumstances (e.g., repeat infringement).

#### **16. Miscellaneous**

(A) (1) Any dispute between You and a State Agency or a federal agency must be resolved with that agency and not SRR.

(2) Unless specifically provided otherwise herein, all notices and communications to You from SRR hereunder will be made by registered or certified mail, fax or e-mail, using the contact information provided by You, or at Your login page and will be deemed to have been duly given and made when sent to You or when You log into the System, as applicable.

(3) All notices and communications to SRR hereunder must be in writing and will be deemed to have been duly given and made when received if (i) served by personal delivery upon SRR, (ii) delivered by registered or certified mail, return receipt requested, to 1129 20th Street, NW, 9th Floor, Washington, D.C. 20036, Attention: SRR President and CEO, cc CSBS General Counsel, (iii) sent by fax to (202) 296-1928, Attention: SRR President and CEO, or (iv) sent by e-mail to SRRnotifications@csbs.org, provided that receipt of the fax or e-mail notice or communication is promptly confirmed by telephone confirmation thereof.

(B) All use of the System 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.

(C) This Agreement constitutes 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.

(D) This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules. The parties hereto agree that the jurisdiction for any claim brought under this Agreement will be the County of Arlington, Virginia. The parties hereto expressly waive any right to a jury trial.

(E) 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.

(F) If any of these terms, or the application thereof to any individual, entity or circumstance, is deemed to any extent to be invalid or unenforceable, the remainder of these terms, 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 will be valid and enforceable to the fullest extent permitted by law.

(G) Except as otherwise set forth in this Agreement, no third party will be entitled to enforce these terms against the respective parties as third-party beneficiaries thereof.

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

(I) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. You may not assign any of its rights or delegate any of its obligations under this Agreement, other than to an affiliate, without the prior written consent of SRR.