

TEGO CERTIFIED
WEBSITE AND THE SERVICE

TERMS OF USE

I. GENERAL

A. Agreement: TEGO Certified. (referred to herein as “we” or “us”) provides, both on this website and otherwise, proprietary content (“**Enrollment content**”) and public content (the “**Content**”). The Terms of Use set forth herein govern the use of the “Content” by users (defined as either the “Consumer User”, the “Loan Originator User”, or the “Closing Agent User”) thereof (“you”) and govern our service as described herein (the “**service**”). Persons that enroll in the service are referred to herein as “customer” or “enrolled customer”.

B. Modification: TEGO Certified reserves the right to change or modify all or part of this Agreement at any time, effective immediately upon publication on this site.

C. Acceptance: Your use of this website and any content constitutes your binding acceptance of these terms and conditions, including any published changes or modifications made by TEGO Certified. If at any time the terms and conditions of this Agreement are not longer acceptable to you, you should immediately terminate your enrollment in the TEGO Certified service by notifying us. Some of our services may have additional terms of use. Any such terms will be displayed in connection with the applicable services and are incorporated into these terms by reference.

II. USE

A. Copyright: The Content is the property of TEGO Certified and is protected by copyright and other intellectual property laws. Any print-outs using or referencing Content will contain the following copyright notice “© Copyright, TEGO Certified 2010.

B. Restrictions: You agree not to reproduce, retransmit, photocopy, distribute, disseminate, sell, publish, broadcast or circulate Content to anyone without the express prior written consent of TEGO Certified. You may use the Content for the purposes for which it is intended, for your information and consumer protection. Copying and/or distributing copyrighted Content from this website is forbidden. You are prohibited from using or permitting the use of the Content for any purpose including but not limited to the following:

1. To prepare an original database or a comparison to other databases that are sold, rented, published or furnished in any manner to a third party;
2. For the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any compilation of information that is sold, rented, published or furnished in any manner to a third party.

C. Monitoring: TEGO Certified reserves the right to monitor your use of the Content to assure compliance with the terms of this Agreement. If TEGO Certified, in its sole discretion, determines that you are not in compliance with this Agreement, TEGO Certified reserves the right to take such action as it deems necessary, including but not limited to:

1. Suspension of the Enrollment
2. Termination of the Enrollment

Such monitoring may include determining whether or not the Content is accessed under the Enrollment from multiple IP addresses, as well as noting excessive use or users. Systematic access or excessive extraction of Content from the website including without limitation, the use of “bots” or “spiders” is prohibited. TEGO Certified does not disclose any information regarding its proprietary monitoring or methods.

III. SERVICE ENROLLMENT

A. Limited License: Enrolled customers are granted a non-exclusive, non-transferable limited license to access the Enrolled Customer Content. The Enrolled Customer Content is available only for the designated user identified in a purchase order and may not be shared with other non-designated persons or entities. This limitation does not extend to co-applicants or third parties related to a real estate loan application initiated by the customer. The customer is responsible for the confidentiality and use of its user name and personal password. The customer’s responsibility extends to all use and activity under the password.

B. Term: The term of enrollment shall be six consecutive calendar months from the date of enrollment. The service is completed when the customer has completed a real estate loan transaction. The transaction may consist of a first lien or a first and subordinate lien on a single property.

C. Reasonable Usage: Customers are limited to reasonable usage. This reasonable usage restriction is intended to protect TEGO Certified. intellectual property and not to restrict legitimate use of our website and the service

D. Cancellation: Enrollment may be cancelled at any time prior to the close of escrow on your subject transaction. A Consumer User may cancel their enrollment and receive a credit that can be used within 12 months toward another loan transaction through TEGO Certified. Customers may cancel their enrollment through the TEGO Certified website or in writing to the TEGO Certified fax, e-mail or physical mailing address. Access to the TEGO Certified website Content will be eliminated following receipt by TEGO Certified of customer’s intent to cancel its Enrollment.

E. Agreement: By clicking the “Enroll Now” button and the ___ I ACCEPT option at the bottom of this Agreement, thereby completing the purchase of an Enrollment, customers indicate that they have:

1. Read the Terms of Use related to TEGO Certified website and service; and
2. That they agree to the Terms of Use.

IV. DOCUMENTS

In order for us to perform the service, we may interact with a lender, mortgage broker, title company, escrow company, closing attorney or other third parties engaged in your loan process. TEGO Certified may, as a part of its service, review certain documents related to a real estate loan transaction initiated by the customer. The review may consist of any part of a given

document or the document in its entirety. Documents and information related to a loan transaction may be provided to TEGO Certified by the customer or a lender, mortgage broker, title company, escrow company, closing attorney or other third parties related to the real estate loan transaction initiated by the customer. Customer hereby consents to TEGO Certified review of such documents and information.

V. PURCHASE OF AN ENROLLMENT

A. Currency: TEGO Certified. will charge you a fee for enrollment in our service and access to our website. The fee shall be paid in U. S. dollars.

B. Enrollment by Third-Party. An enrollment in our service may be purchased, on behalf of the customer, by a third party.

VI. DISCLAIMER:

A. Content of the TEGO Certified website is the intellectual property of TEGO Certified and includes Content gathered from sources believed to be reliable. In any case TEGO Certified does not warrant or guarantee the timeliness, accuracy or completeness of information contained therein. There are no warranties expressed or implied as to the results to be obtained from use of Content or our consumer protection service. All "Content" is provided "as is" without warranties of any kind. Content may change or be updated at any time without notice. Content and/or our service do not constitute investment or legal advice. Neither TEGO Certified nor its suppliers, officers, directors, managers, employees will be liable for:

1. Any real or perceived loss related to a real estate loan transaction or transactions initiated by Enrollment;

2. Any damages that result in any way from your use or inability to use the TEGO Certified services and Content or that result from errors or code (including viruses, Trojan horses or similar programs) defects, omissions, delays in operation or transmission or any other failure of performance of TEGO Certified

Our liability to you, in any circumstance, is limited to \$280.00

B. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages. In such states, TEGO Certified. liability will be limited to the greatest extent permitted by law.

C. Information on this web site or provided by TEGO Certified. pursuant to this agreement does not constitute legal advice. The use of this website and TEGO Certified consumer protection services does not constitute an attorney-client relationship of any sort. Persons requiring legal assistance should engage the services of a qualified attorney, licensed to practice law in the state or jurisdiction where the legal issues have arisen.

VII. LINKS TO THIRD PARTY SITES

TEGO Certified is not responsible for the information contained on any sites linked to our website. These links are provided to our customers purely for information purposes.

VIII. TERMINATION OF SERVICE

TEGO Certified reserves the right, at its sole discretion, to suspend or terminate your access to the website at any time for any reason without prior notice or liability. TEGO Certified may change, suspend or discontinue any Content without prior notice or liability. TEGO Certified reserves the right to refuse service to anyone.

IX. MISCELLANY

A. Third Party Services: TEGO Certified. may rely on interaction with third party websites. Failure of or changes to or misconduct by such third parties in their websites and/or services may affect the provision of our services. TEGO Certified is not liable for any third party actions or omissions.

B. Severability: If any provision of this Agreement is held to be void or unenforceable, that determination will not affect:

1. Other provisions in this Agreement, or;
2. This Agreements validity or enforceability as a whole.

D. Assignment: During the term of the enrollment the customer may assign another co-borrower or change the lender, mortgage broker, title company, escrow company, or closing attorney.

E. Headings: The use of headings in this Agreement is for the purpose of convenience and will not affect the interpretation of this Agreement.