

Title & Lien Services Terms and Conditions

1. **Title & Lien Services.** If included Client's Services, Built provides services related to investigating real property title and identifying liens related to real property ("Title and Lien Services"). Title and Lien Services may include Project Monitoring, Title Search, and other related services.
2. **PERMITTED USES.** Client may use the Title and Lien Services for Client's own internal business purposes only and display information obtained from the Title and Lien Services only to Client's end user clients and personnel ("End Users") for their internal business purposes or, in the case of individual consumers that are End Users, their own personal use. Client and End Users are permitted to incorporate the information obtained from the Title and Lien Services and information derived from information obtained from the Title and Lien Services into reports that may be downloaded and printed.
3. **PROHIBITED USES.** Client and End Users are prohibited from: (i) using the Title and Lien Services for any purpose other than the End User's internal business purposes or, in the case of individual consumers that are End Users, their own personal use; and (ii) reselling, relicensing, or redistributing the Title and Lien Services, in whole or in part, to any other third party. Client and End Users are also prohibited from using any element or component of the Title and Lien Services: (i) to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report for the purpose of underwriting title insurance; (ii) coupled with alternative insurance approaches or products; (iii) as a factor in establishing an individual's eligibility for credit or insurance; (iv) in connection with underwriting individual insurance; (v) in evaluating an individual for employment purposes; (vi) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (vii) in any way that would cause the information to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; or (viii) in any other manner that would cause such use to be construed as a consumer report by any governmental authority.
4. **TITLE AND LIEN SERVICES INTELLECTUAL PROPERTY.** Client acknowledges that the data provided through Title and Lien Services ("Title and Lien Services Data") are collected and distributed by one or more third party data sources ("Data Providers"). Client acknowledges that the Title and Lien Services Data is the intellectual property of Built's Data Providers and such Data Providers continue to own such Title and Lien Services Data. Client shall not use the Title and Lien Services in any way that: (i) infringes any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation; or (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
5. **DISCLAIMERS.** CLIENT ACKNOWLEDGES THAT THE AVAILABILITY OF DATA ELEMENTS IN THE TITLE & LIEN SERVICES VARIES SUBSTANTIALLY FROM AREA-TO-AREA AND FROM TIME-TO-TIME, AND CIRCUMSTANCES MAY EXIST OR ARISE WHICH PREVENT BUILT FROM PROVIDING SUCH DATA OR ACHIEVING COMPLETE REPRESENTATION OF ALL DATA ELEMENTS IN THE TITLE AND LIEN SERVICES. THE TITLE AND LIEN SERVICES PROVIDED ARE NOT INSURED, AND CLIENT SHALL NOT CONSTRUE THE TITLE AND LIEN SERVICES AS A REPRESENTATION BY BUILT AS TO THE CONDITION OF TITLE TO REAL PROPERTY. CLIENT SHALL NOT CONSTRUE THE TITLE AND LIEN SERVICES AS AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. CLIENT ACKNOWLEDGES THAT THE TITLE AND LIEN SERVICES MAY NOT INCLUDE ALL RECORDED CONVEYANCES, INSTRUMENTS OR DOCUMENTS WHICH IMPART CONSTRUCTIVE NOTICE WITH RESPECT TO ANY CHAIN OF TITLE DESCRIBED IN THE TITLE AND LIEN SERVICES. TITLE AND LIEN SERVICES ARE NOT TITLE INSURANCE OR OTHERWISE GUARANTEED. TITLE AND LIEN SERVICES MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS PRESENTED AT THE TIME OF USE.
6. **LIMITATION OF LIABILITY.** CLIENT ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY ERROR OR OMISSION ON A TITLE SEARCH REPORT CAUSED BY AN ERROR OR OMISSION BY BUILT'S DATA PROVIDER WHICH RESULTS IN LOSS TO THE CLIENT, BUILT AND BUILT'S DATA PROVIDER'S LIABILITY SHALL NOT EXCEED THE APPLICABLE LIMITATION OF LIABILITY ESTABLISHED IN THE SERVICES AGREEMENT BETWEEN BUILT AND THE APPLICABLE DATA PROVIDER.