

FREE LOCAL BUSINESS COMMUNITY DIRECTORY SPONSORSHIP TERMS OF AGREEMENT

TERMS OF USE & AUTOMATIC ACCEPTANCE (BY INVITATION ONLY)

This community directory initiative is strictly **by invitation only**. Please read these Terms of Agreement carefully. By receiving an official invitation, submitting your business details through our designated directory contact/intake form, and checking the associated agreement checkbox, you legally agree to be bound by all of the terms, conditions, and protective disclaimers outlined in this Agreement. If you have not been formally invited, or if you do not agree to these terms, you are not authorized to submit the form, register, or participate in the Directory.

RECITALS

- **WHEREAS**, Mortgage Loan Officer hosts and maintains a private, sponsored digital community business directory (the "Directory") using independent third-party software supplied by marketingusa.net (the "Platform Provider") to spotlight and market trusted local consumer businesses to the community; and
- **WHEREAS**, Participating Business is a local business that does not provide real estate settlement services (such as real estate brokerage, title insurance, home inspection, appraiser services, escrow services, or settlement legal services) as defined under the Real Estate Settlement Procedures Act (RESPA); and
- **WHEREAS**, Mortgage Loan Officer desires to provide a complimentary advertisement spot to Participating Business on the Directory, and Participating Business desires to receive such advertising exposure in exchange for maintaining an active marketing subscription with Mortgage Loan Officer.

NOW, THEREFORE, the participating parties agree to the following terms and conditions:

1. Term & Exclusivity (Scarcity Clause)

- **1.1 Term:** This Agreement shall commence immediately upon your online signup form submission and shall continue on a month-to-month basis until terminated by either party.
- **1.2 Industry Scarcity:** To preserve the high value of the Directory, Mortgage Loan Officer caps open advertisement slots per business category. Space is awarded on a first-come,

first-served basis. If Participating Business terminates this Agreement, their industry slot immediately becomes available to their direct local competitors.

2. Mortgage Loan Officer Obligations & Deliverables

- **2.1 Directory Placement:** Mortgage Loan Officer shall host Participating Business's professional advertisement on the Directory landing page. There are zero costs, fees, or hidden financial obligations charged to the Participating Business for this placement.
 - **2.2 Ad Design & Linking:** The Platform Provider's technical team (marketingusa.net) will provide graphic setup and programming. The completed advertisement will feature a direct outbound hyperlink pointing to Participating Business's specified digital destination.
 - **2.3 Hyperlink Limitations & Secured Digital Presence Requirement:** To qualify for inclusion in the directory, Participating Business must possess an active, secured website (utilizing an active SSL certificate) or other verifiable, secure public digital presence. The technical team will make reasonable efforts to establish and maintain a functional direct outbound hyperlink to the secure destination provided by the Participating Business. However, due to external technical variations, third-party platform updates, or privacy restrictions on certain domains, external hyperlink functionality cannot be unconditionally guaranteed to resolve correctly.
 - **2.4 Spotlights:** Mortgage Loan Officer may, from time to time, feature the Directory and its active participating businesses to Mortgage Loan Officer's broader consumer network.
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3. Participating Business Obligations & Compliance

- **3.1 CRM/List Subscription:** In consideration for the complimentary advertisement space, Participating Business agrees to subscribe to Mortgage Loan Officer's private CRM/email marketing list.
- **3.2 Maintenance of Subscription:** Participating Business must remain actively subscribed to Mortgage Loan Officer's list to retain their complimentary ad space. If Participating Business unsubscribes from Mortgage Loan Officer's communication list, Participating Business's advertisement on the Directory will be queued for removal.
- **3.3 Data Opt-In Responsibility:** Participating Business acknowledges that entering their own B2B contact details into the subscription portal constitutes explicit consent to receive professional email updates, meeting all CAN-SPAM compliance thresholds.
- **3.4 Access to Policies:** Sponsoring Institution's current Privacy Policy, general Terms of Use, and No Spam Policy are always available and hosted on the Mortgage Loan Officer's

website. The Participating Business agrees to periodically review these documents, which govern data handling, privacy standards, and messaging practices on the platform.

4. Absolute Non-Referral Guardrail

- **4.1 No Quid Pro Quo:** The parties explicitly agree that the complimentary advertising space provided under this Agreement is not conditioned upon, tied to, or in any way exchanged for the referral of mortgage loan business or consumer borrowing applications.
 - **4.2 No Settlement Services:** Participating Business warrants and represents that it does not provide real estate settlement services.
 - **4.3 No Endorsement/Steering:** The Directory functions strictly as an advertising platform. Mortgage Loan Officer does not rate, rank, or objectively vouch for the quality of Participating Business's specific consumer services to the public.
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5. Compliance Snapshotting, Verification, & Correspondence

- **5.1 Record Retention:** Participating Business acknowledges that federal and state lending guidelines require Mortgage Loan Officer to maintain strict marketing records for a rolling 3-to-5 year period.
 - **5.2 Information Accuracy & Centralized Correspondence:** Participating Business is solely responsible for routinely checking its published advertisement and directory information on the live website to ensure ongoing accuracy. All communications, requested modifications, profile updates, and ongoing correspondence regarding the directory listing must be routed exclusively through the Mortgage Loan Officer. **The Platform Provider (marketingusa.net) provides software to the Mortgage Loan Officer only, does not provide support or direct communication to the Participating Business, and will not respond to direct inquiries, support tickets, or emails from the Participating Business.** Mortgage Loan Officer will visually review the live website layout and capture a manual screenshot archive to meet mandatory compliance record-keeping duties.
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6. Administration, Execution, & Termination

- **6.1 Execution & Record Keeping:** Mortgage Loan Officer is entirely responsible for ensuring this form is completed, executed, and properly stored in their compliance records. If executed via online signup, Mortgage Loan Officer must securely archive and store the database timestamp showing the Participating Business's affirmative form

submission and checked consent box.

- **6.2 Termination Notice & System Removal:** Either party may terminate this Agreement at any time, with or without cause, by providing written notice (including via email cancellation or by unsubscribing from the distribution list). Mortgage Loan Officer is solely responsible for tracking subscriber status and requesting changes on the web platform. Mortgage Loan Officer will use commercially reasonable efforts to ensure the Participating Business's digital advertisement is removed within a reasonable timeframe.

7. Software Provision, Disclaimer of Warranties & Limitation of Liability

- **7.1 Third-Party Software Provision:** The parties acknowledge that the Directory and its underlying web platform are built, supplied, and powered by an independent third-party software provider, marketingusa.net (the "Platform Provider"). The Platform Provider merely supplies the software infrastructure and is not a party to this Agreement.
 - **7.2 Absolute Platform Disclaimer:** The Directory and platform are provided on an "AS IS" and "AS AVAILABLE" basis. Neither the Mortgage Loan Officer nor the Platform Provider (marketingusa.net) makes any warranties, express or implied, including but not limited to performance, uptime, functionality, or fitness for a particular purpose.
 - **7.3 Zero Platform Liability:** Under no circumstances shall the Platform Provider (marketingusa.net), its owners, affiliates, or developers be liable to the Participating Business or the Mortgage Loan Officer for any claims, damages, technical glitches, or legal issues (including regulatory or RESPA audits) arising from the use of the Directory software.
 - **7.4 Limitation of Liability:** To the maximum extent permitted by law, the Mortgage Loan Officer's total aggregate liability under this Agreement shall not exceed \$100.
 - **7.5 Class Action Waiver:** All claims and disputes arising under or related to this Agreement must be resolved on an individual basis. The parties agree that no class, collective, or representative actions or arbitrations are permitted.
 - **7.6 Time Bar for Claims:** Any claim or dispute arising out of or related to this Agreement or the Directory must be brought within one (1) year of the event giving rise to the claim, otherwise such claim shall be permanently barred.
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8. Comprehensive Indemnification & General Boilerplate

- **8.1 Indemnification:** Participating Business agrees to indemnify, defend, and hold harmless both the Mortgage Loan Officer and the Platform Provider (marketingusa.net), including their respective officers, directors, employees, and developers, from and against any and all claims, damages, liabilities, losses, or regulatory fines (including reasonable

attorneys' fees) arising out of the Participating Business's unauthorized actions, misrepresentations, breach of warranties, or the content and outbound link provided by the Participating Business.

- **8.2 Force Majeure:** Neither the Mortgage Loan Officer nor the Platform Provider (marketingusa.net) shall be held liable for any delay, performance failure, or downtime of the Directory resulting from causes beyond their reasonable control, including but not limited to server/hosting outages, telecommunication failures, cyberattacks, acts of God, war, or government action.

- **8.3 No Third-Party Beneficiaries:** This Agreement is entered into solely for the mutual benefit of the Mortgage Loan Officer and the Participating Business. No other person or entity (including clients, customers, or competitors of either party) shall be considered a third-party beneficiary or have any right to enforce, rely upon, or claim damages under any provision of this Agreement.

- **8.4 Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and all remaining provisions shall remain in full force and effect.