

ClosingWTF Terms of Service

Effective: November 17, 2024

ClosingWTF, Inc., a Delaware corporation (hereinafter, “ClosingWTF,” “we,” “us,” and/or “our”) owns and operates the ClosingWTF proprietary software platform (the “Platform”), available at closing.wtf (the “Site”), which enables users to verify certain financial holdings, activity, and other related information (the “Service”).

When we refer to the “ClosingWTF Services” throughout these Terms of Service (hereinafter, these “Terms”), we mean the Platform, Site, Service, and any related services provided by us through or in connection with the use of the Service.

NOTICE OF AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTIONS: THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT DISPUTES YOU HAVE AGAINST CLOSINGWTF TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST CLOSINGWTF ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. PLEASE SEE SECTION 13 FOR ADDITIONAL INFORMATION.

NOTICE OF WARRANTY & LIABILITY DISCLAIMERS: PLEASE BE ADVISED THAT CLOSINGWTF DOES NOT PROVIDE ANY WARRANTIES TO YOU AND THESE TERMS LIMIT OUR LIABILITY TO YOU AS SET FORTH IN SECTION 11.

1. ACCEPTANCE OF THESE TERMS. IMPORTANT -- PLEASE READ THESE TERMS CAREFULLY. THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS BETWEEN YOU (“YOU” AND/OR “YOUR”) AND CLOSINGWTF GOVERNING YOUR ACCESS AND USE OF THE CLOSINGWTF SERVICES. BY ACCESSING OR USING THE CLOSINGWTF SERVICES IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE AND/OR CREATING A USER ACCOUNT FOR THE CLOSINGWTF SERVICES (AN “ACCOUNT”): (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS, (2) YOU AFFIRM, REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS SET FORTH IN SECTION 2 OF THESE TERMS AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THESE TERMS, AND (3) YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING INTO THESE TERMS WITH CLOSINGWTF, INC., A DELAWARE CORPORATION. **YOU MAY NOT ACCESS OR USE THE CLOSINGWTF SERVICES (OR ANY PART THEREOF) OR CREATE AN ACCOUNT IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW.**

2. ELIGIBILITY. In order to use the ClosingWTF Services you must meet the following eligibility requirements:

- (1) You must be at least 18 years old or the applicable age of majority in your jurisdiction;
- (2) You must not be a competitor of ClosingWTF or otherwise access and/or use the ClosingWTF Services (or any part thereof) for the purpose of developing competitive products or services; and
- (3) You must not have been previously removed, terminated and/or suspended from accessing and/or using the ClosingWTF Services.

3. MODIFICATIONS TO THESE TERMS. ClosingWTF reserves the right to update or modify these Terms at any time. Except as otherwise stated in this Section 3, all updates and modifications to these documents will be effective from the day they are posted on the Site at closing.wtf. If we make any material changes to these Terms, we will post a notice of the changes on the Site and/or through the user-interface of the Platform, and if we have an email address on file for you, we may notify you of these changes by sending a notification to the applicable email address. It is your responsibility to regularly visit and review these Terms. If you do not agree to any updates or modifications to these Terms, do not use or access the ClosingWTF Services and terminate your Account (if applicable). Your continued use of the ClosingWTF Services (or any part thereof) after we have posted the revised Terms, or, in the event of material changes, ten (10) days following the date ClosingWTF first notified you of such material changes either through the Site, the user-interface of the Platform, and/or via email, as applicable, signifies to us that you acknowledge and agree to be bound by the revised Terms.

4. USER DATA; PRIVACY

4.1. User Data. To the extent you post, transmit, submit, upload and/or otherwise provide any messages, photos, video, audio, images, data, information, text and/or any other content or materials in connection with the use of the ClosingWTF Services (collectively, “User Data”), you hereby grant ClosingWTF a worldwide, non-exclusive,

royalty-free, fully paid, transferable right and license (including through the use of subcontractors) to copy, reproduce, use, host, store, transfer, publicly display, publicly perform, transmit, reproduce, modify (for the purpose of formatting for display), and distribute your User Data, in whole or in part, in connection with your use of the ClosingWTF Services, and as reasonably necessary to provide the ClosingWTF Services to you.

- 4.2. Ownership; Responsibility for User Data. Subject to the licenses you grant us in these Terms, as between ClosingWTF and you, you will retain ownership of User Data; provided that, notwithstanding the foregoing, you acknowledge and agree that ClosingWTF may use and derive value from any aggregated non-personally identifiable data or information collected or obtained from your use of ClosingWTF Services for any purpose. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of your User Data and the consequences of transmitting and/or providing any User Data in connection with your use of the ClosingWTF Services. You represent and warrant that you have all the rights necessary to grant ClosingWTF the licenses granted herein in and to your User Data.
- 4.3. Privacy. If you provide us User Data (including, without limitation, any personally identifiable information contained therein) in connection with your access and/or use of the ClosingWTF Services, you acknowledge, agree and consent to the processing and use of such User Data (including, without limitation, any personally identifiable information contained therein) by ClosingWTF in accordance with these Terms and as set forth in our [Privacy Notice](#), or as required by law.

5. ACCOUNTS; COMMUNICATIONS

- 5.1. Accounts. To access and use certain features of the ClosingWTF Services you may need to create and register an Account. In registering an Account, you agree to provide and maintain information that is true, accurate, current, up to date, and complete. You agree that you will not (a) create an Account using a false identity or information, and (b) create an Account or use the ClosingWTF Services if you have been previously removed, suspended or banned by us from use of the ClosingWTF Services, or any part thereof. ClosingWTF reserves the right to limit the number of Accounts that can be created from any one computer or mobile device and the number of computer or mobile devices that can access an individual Account.
- 5.2. Account Security. You understand and agree that you are solely responsible for maintaining the confidentiality of and protecting your password to your Account. You are solely responsible for any activity originating from your Account, regardless of whether such activity is authorized by you. You agree to notify us immediately of any unauthorized use of your Account.
- 5.3. Electronic Communications. By using the ClosingWTF Services, you consent to receiving electronic communications from ClosingWTF, including, but not limited to, communications sent via email or notifications posted on our Site and/or through the user-interface of the Platform. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to your use of the ClosingWTF Services. These electronic communications are part of your relationship with ClosingWTF and you receive them as part of your purchase. **You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.**

6. ACCESS AND USE OF THE CLOSINGWTF SERVICES

- 6.1. Right to Access to the ClosingWTF Services. Subject to your compliance with these Terms, ClosingWTF hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license to access and use the Platform, over the internet through the Site, solely to use the Service for your personal, non-commercial use, and otherwise in accordance with these Terms.
- 6.2. Prohibited Uses. By using the ClosingWTF Services (or any part thereof), you agree that you will not, and will not permit any other person to:
- (a) Modify, adapt, translate or create derivative works based on the ClosingWTF Services (or any part thereof), or any related documentation;
 - (b) Reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform, Service and/or Site, except as expressly permitted by applicable law;
 - (c) Distribute, license, sublicense, assign, transfer or otherwise make available to any third party the ClosingWTF Services, or any related documentation;

- (d) Remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of ClosingWTF or its suppliers on or within the ClosingWTF Services, or related documentation;
- (e) Use the ClosingWTF Services to store or transmit malicious code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (f) Interfere with or disrupt the integrity or performance of the ClosingWTF Services (or any part thereof) or any system, network or data;
- (g) Attempt to gain unauthorized access to the ClosingWTF Services (or any part thereof), or its related systems or networks, including, without limitation, bypassing any "captcha" requirements or similar precautions;
- (h) Frame or utilize framing techniques to enclose the ClosingWTF Services or any portion thereof;
- (i) Use any meta tags, "hidden text", queries, robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the ClosingWTF Services, or any content (except caching or as necessary to view the Site), or the personal information of others without our prior written permission or authorization;
- (j) Create an Account using a false identity or information, or impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (k) operate to defraud ClosingWTF, other users, or any other person or provide false, inaccurate or misleading information; and/or
- (l) Use the ClosingWTF Services in violation of any applicable local, state, national or international law, including, without limitation, any and all applicable export laws, or otherwise engage in, promote, encourage, and/or undertake any unlawful or illegal activity including, without limitation, tax evasion, money laundering, terrorism, including, raising funds for the known terrorist organizations listed on <https://www.state.gov/foreign-terrorist-organizations/>) which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions program administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or which would involve proceeds of any unlawful activity.

6.3. **ClosingWTF Proprietary Rights.** Subject to your rights in and to User Data, as between you and ClosingWTF, ClosingWTF and its licensors retain all right, title and interest in and to the ClosingWTF Services and any and all content, messages, data, text, graphics, images, photos, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the ClosingWTF Services, including, without limitation, the Reports (as defined in Section 11.1 below), and any and all modifications, enhancements and updates to any of the foregoing. All ClosingWTF trademarks are strictly owned by ClosingWTF, and nothing in these Terms will be construed to transfer ownership rights or grant any permission, license or other rights to any ClosingWTF trademark without written authorization from ClosingWTF. The trademarks, service marks, logos, and/or names of individuals, companies and/or products mentioned through the ClosingWTF Services may be the trademarks of their respective owners. ClosingWTF reserves all rights and licenses not expressly granted to you in these Terms and no implied license is granted by ClosingWTF. The ClosingWTF Services (and its underlying technology) are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries.

6.4. **Feedback.** You acknowledge that any ideas, inventions, suggestions for improvement or discussions submitted by you regarding any aspect of the ClosingWTF Services, including, without limitation, the functioning, features, and other characteristics thereof (or any component thereof) ("**Feedback**") may be used by ClosingWTF without compensation or attribution to you, and you hereby grant ClosingWTF, its subsidiaries, affiliates and partners a worldwide, irrevocable, royalty free, non-exclusive, sublicensable and transferable license under all your intellectual property rights in and to such Feedback, for ClosingWTF to use and exploit for any purpose.

7. **THIRD PARTY INTEGRATIONS; LINKED SITES & SERVICES**

7.1. **Third Party Integrations.** ClosingWTF may integrate into the Site and/or Platform, and/or enable you connect and/or use in connection with the ClosingWTF Services, third party products, services and/or applications (including, without limitation, integrations with certain financial institutions) which are not owned, controlled, or operated by ClosingWTF and are subject to separate terms and conditions (collectively, "**Third-Party Integrations**"). Your use of any Third-Party Integrations is governed by the terms and conditions, terms of service,

and/or similar end user agreements of the respective service providers. The Third-Party Integrations are not part of or included in the term "ClosingWTF Services" as used through these Terms, and are operated and controlled by the applicable third-party providers of the Third-Party Integrations. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING AND FOR COMPLYING WITH THE APPLICABLE TERMS OF SERVICE AND PRIVACY NOTICES FOR SUCH THIRD-PARTY INTEGRATIONS. FAILURE TO COMPLY MAY RESULT IN THE TERMINATION OF YOUR ACCOUNT WITH A THIRD-PARTY INTEGRATION PROVIDER AND INABILITY TO USE A PARTICULAR FEATURE WE OFFER.

7.2. Third Party Linked Sites & Services. The Site and/or Platform may contain links to the third-party websites ("**Linked Sites**"). ClosingWTF may receive payment or a commission if you purchase any services, products, applications, and/or goods offered by or through the providers of such Linked Sites ("**Third Party Services**"); however, the Linked Sites and the applicable Third-Party Services are not controlled or owned by ClosingWTF. If you decide to use such Linked Sites and/or any Third-Party Services, be advised that your use is governed solely by the terms and conditions of the respective providers of such Linked Sites and/or the Third-Party Services. YOU ARE RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE APPLICABLE TERMS OF SERVICE AND PRIVACY NOTICES FOR SUCH LINKED SITES AND/OR THIRD-PARTY SERVICES.

8. **FEES, CHANGES TO THE CLOSINGWTF SERVICES.** ClosingWTF does not currently charge any fees for the access and/or use of the ClosingWTF Services; provided that, ClosingWTF reserves the right however, upon prior notice to you, to charge a fee for the ClosingWTF Services. In addition, ClosingWTF reserves the right to either temporarily or permanently modify, suspend or discontinue the ClosingWTF Services (or any part thereof) with or without notice (including, without limitation, charging fees to access and/or use the ClosingWTF Services). You agree that ClosingWTF will not be liable to you or to any third party for any modification, suspension or discontinuance of the ClosingWTF Services (or any part thereof).

9. TERM; TERMINATION

9.1. Term. These Terms will remain in full force and effect as long as you continue to access or use the ClosingWTF Services (or any part thereof), or until terminated in accordance with the provisions of these Terms.

9.2. Termination. You may terminate at any time by terminating your Account (if applicable) or emailing support@closingwtf.com and ceasing all use of the ClosingWTF Services. At any time, ClosingWTF may (a) suspend or terminate your rights to access or use the ClosingWTF Services (or any part thereof), or (b) terminate these Terms with respect to you if ClosingWTF, in good faith, believes that you have used the ClosingWTF Services (or any part thereof) in violation of these Terms, including any including, without limitation any incorporated policies, guidelines, terms or rules set forth in these Terms.

9.3. Effect of Termination. Upon termination of these Terms, your Account and your right to use the ClosingWTF Services will automatically terminate, and you agree to cease all use of the ClosingWTF Services. The rights and obligations applicable to you and/or ClosingWTF under the following Sections shall survive any termination of these Terms: 1, 2, 3, 4, 5, 6.2, 6.3, 6.4, 9.3, and 10 through 15.

10. **INDEMNIFICATION.** You agree to defend ClosingWTF, its employees, contractors, and/or agents, and hold us harmless from and against any and all claims, actions, demands, liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) arising from (a) your breach of these Terms and/or violation of any license or other agreement applicable to any Third Party Integrations, (b) your use or misuse of the ClosingWTF Services (or any part thereof), Financial Information and/or Reports, (d) your User Data, and/or (e) your breach of any law or the intellectual property and/or privacy rights of a third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, in which case, you agree to cooperate with us in the defense of the claim. Some jurisdictions limit consumer indemnities, so some portions or all of this indemnity provision may not apply to you.

11. DISCLAIMERS OF WARRANTIES & LIMITATIONS ON OUR LIABILITY

11.1. Disclaimer of Warranties. THE CLOSINGWTF SERVICES AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY CLOSINGWTF ARE PROVIDED "AS IS" AND "AS AVAILABLE." CLOSINGWTF AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, OR NON-INFRINGEMENT.

ALL INFORMATION AND/OR MATERIALS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SERVICE REGARDING YOUR FINANCIAL HOLDINGS AND/OR ACCOUNTS ("**FINANCIAL INFORMATION**"), INCLUDING,

WITHOUT LIMITATION, ANY VERIFICATION REPORTS (“**REPORTS**”), IS PROVIDED FOR INFORMATIONAL PURPOSES AND PERSONAL USES ONLY. FINANCIAL INFORMATION AND REPORTS ARE NOT INTENDED TO BE COMPREHENSIVE AND SHOULD NOT BE SUBSTITUTED FOR INFORMATION AVAILABLE FROM APPROPRIATE LEGAL, FINANCIAL, ACCOUNTING, AND INVESTMENT ADVISORS. CLOSINGWTF ASSUMES NO LIABILITY WHATSOEVER FOR INACCURACIES, MISSTATEMENTS, OR OMISSIONS RELATED TO ANY FINANCIAL INFORMATION AND/OR REPORTS. YOUR USE OF OR RELIANCE UPON ANY FINANCIAL INFORMATION, AND/OR REPORTS IS ENTIRELY AT YOUR OWN RISK, FOR WHICH CLOSINGWTF WILL NOT BE LIABLE.

CLOSINGWTF AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT OR MAKE ANY GUARANTEE THAT DEFECTS WILL BE CORRECTED OR THAT THE CLOSINGWTF SERVICES (OR ANY PART THEREOF), FINANCIAL INFORMATION, REPORTS, AND/OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY CLOSINGWTF: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER, OR ANY THIRD PARTY PRODUCTS OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD PARTY SERVICES); (C) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (D) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLOSINGWTF, ANY THIRD PARTY, OR THROUGH THE CLOSINGWTF SERVICES, SHALL CREATE ANY WARRANTY.

- 11.2.** Disclaimer – Third Party Integrations & Linked Sites. CLOSINGWTF DOES NOT ENDORSE, IS NOT RESPONSIBLE FOR, AND MAKES NO REPRESENTATIONS AS TO ANY THIRD-PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SERVICES, THEIR CONTENT OR THE MANNER IN WHICH THE PROVIDERS OF SUCH THIRD-PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SERVICES HANDLE YOUR DATA. IN ADDITION, CLOSINGWTF IS NOT AND WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF ANY LINKED SITES AND/OR THIRD-PARTY SERVICES. CLOSINGWTF IS NOT AND SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR ACCESS OR USE OF ANY THIRD-PARTY INTEGRATIONS, LINKED SITES, AND/OR THIRD-PARTY SERVICES, OR YOUR RELIANCE ON THE PRIVACY PRACTICES OR OTHER POLICIES OF SUCH THIRD-PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SITES.
- 11.3.** Limitations on ClosingWTF’s Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLOSINGWTF BE LIABLE OR OBLIGATED, WITH RESPECT TO THESE TERMS, THE CLOSINGWTF SERVICES (OR ANY PART THEREOF) AND ANY OTHER MATERIALS AND/OR SERVICES PROVIDED BY CLOSINGWTF, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF CLOSINGWTF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR OBLIGATION: (A) IN THE AGGREGATE, FOR ANY AMOUNTS IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00); (B) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (C) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES; (D) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (E) FOR ANY MATTER BEYOND CLOSINGWTF’S REASONABLE CONTROL. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THESE TERMS OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CLOSINGWTF DISCLAIMS ALL LIABILITY OF ANY KIND OF CLOSINGWTF’S AFFILIATES, LICENSORS AND SUPPLIERS.
- 11.4.** Application of disclaimers and limitations to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the disclaimers, exclusions and limitations set forth in this Section 11 may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in these Terms do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in these Terms shall apply to you as a consumer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.
- 11.5.** Basis of the Bargain. The warranty disclaimer and limitation of liability set forth above in this Section 11 are fundamental elements of the basis of the agreement between ClosingWTF and you. ClosingWTF would not be able to provide the ClosingWTF Services on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of ClosingWTF’s suppliers.
- 12. AVAILABILITY OF THE CLOSINGWTF SERVICES.** Information describing the ClosingWTF Services is accessible worldwide but this does not mean the ClosingWTF Services, or certain portions thereof, are available in your country. ClosingWTF may restrict access to the ClosingWTF Services, or portions thereof, in certain countries in its sole discretion.

It is your responsibility to make sure your use of the ClosingWTF Services is legal in your country of residence. The ClosingWTF Services may not be available or accessible in all languages.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. Governing Law. These Terms shall be governed in all respects by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from these Terms. Furthermore, neither these Terms (including, without limitation, the Platform) will be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.
- 13.2. Disputes. You agree that any dispute between you and ClosingWTF arising out of or relating to these Terms, the ClosingWTF Services (or any part thereof), and/or any content, materials, and/or services provided by ClosingWTF hereunder (collectively, "**Disputes**") shall be governed by the provisions set forth in this Section 13.
- 13.3. Notice of Disputes. A party who intends to seek arbitration or bring other action permitted under this Section 13 with respect to any Dispute, must first send a written notice of the Dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Dispute Notice**"). ClosingWTF's address for Dispute Notices is: ClosingWTF, Inc., Attention: *Notice of Dispute*, 2261 Market Street STE 22681, San Francisco 94114, United States. The Dispute Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought.
- 13.4. Informal Resolution. You and ClosingWTF agree to use good faith efforts to resolve the Dispute directly, but if we do not reach an agreement to do so within 30 days after the Dispute Notice is received, you or ClosingWTF may commence an arbitration proceeding or other permitted action, as set forth in this Section 13.
- 13.5. Agreement to Arbitrate. In the interest of resolving Disputes between you and ClosingWTF in the most expedient and cost-effective manner, and except as described in Section 13.9, you and ClosingWTF agree that every dispute arising in connection with these Terms will be resolved by binding individual (not class) arbitration (the "**Agreement to Arbitrate**"). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This Agreement to Arbitrate includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. THIS AGREEMENT TO ARBITRATE MEANS YOU AND CLOSINGWTF WAIVE YOUR/ITS RESPECTIVE RIGHTS TO A JURY TRIAL. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. **THE AGREEMENT TO ARBITRATE AND THE ARBITRATION PROVISIONS SET FORTH IN THIS SECTION 13 ARE GOVERNED BY THE FEDERAL ARBITRATION ACT.**
- 13.6. Arbitration. Any arbitration between you and ClosingWTF will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules in effect at time the claim is submitted (the "**Rules**") as modified by this Section 13.6. You and we agree that the following rules will apply to the proceedings: (a) the arbitration will be heard and determined by a single, neutral arbitrator selected in accordance with the Rules; (b) the arbitration will take place in the county where you live or at another mutually agreed location; (c) the arbitration will be conducted by telephone, online, or based solely on written submissions (at the choice of the party seeking relief); (d) the arbitration must not involve any personal appearance by the parties or witnesses (unless we and you agree otherwise), and provided that, Disputes that involve a claim of more than \$10,000 USD must be resolved per the Rules about whether the arbitration hearing has to be in-person; and (e) any judgment on the arbitrator's rendered award may be entered in any court with competent jurisdiction. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. The arbitrator shall have the authority to grant all relief that a court of competent jurisdiction could order, including awards of attorney's fees and costs. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. A party electing arbitration must initiate proceedings by filing an arbitration demand with the AAA. The Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879.
- 13.7. Fees. You are responsible for paying your portion of the fees set forth in the AAA fee schedule and ClosingWTF will be responsible for the remainder of the fees. If you believe you cannot afford the AAA fees, you may apply to

AAA for a fee waiver. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the Rules. In that case, you agree to reimburse ClosingWTF for all monies previously disbursed by it that are otherwise your obligation to pay under the Rules.

- 13.8. **Opting-Out of Arbitration.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the Agreement to Arbitrate within 30 days after the date that you first agree to these Terms by sending a letter to ClosingWTF, Inc., Attention: *Arbitration Opt-Out*, 2261 Market Street STE 22681, San Francisco 94114, United States, that specifies: your full legal name, the email address used to register an Account (if applicable), and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once ClosingWTF receives your Opt-Out Notice, the Agreement to Arbitrate will be void and the parties agree that the exclusive jurisdiction and venue described in Section 13.10 will govern any action arising out of or related to these Terms. The remaining provisions of this Section 13 will not be affected by your Opt-Out Notice.
- 13.9. **Exception to Arbitration.** Notwithstanding anything in these Terms to the contrary to the extent you have in any manner violated or threatened to violate any of ClosingWTF's intellectual property rights, ClosingWTF may seek injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of Delaware, United States of America, without first engaging in arbitration or the informal dispute process set forth in this Section, and you hereby consent to the personal jurisdiction and exclusive venue in such courts. In addition, despite the Agreement to Arbitrate, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; or (c) seek injunctive relief in a court of law in aid of arbitration.
- 13.10. **Enforceability; Venue.** If the Agreement to Arbitrate is found not to apply to your or our claim, you and ClosingWTF agree that any judicial proceeding will be brought in the federal or state courts located in Dover, Delaware. Both you and ClosingWTF consent to venue and personal jurisdiction there.
- 13.11. **Prevailing Party.** Subject to Section 11, in the event that either party institutes any arbitration, legal suit, action or proceeding against the other party arising out of or relating to these Terms and/or the ClosingWTF Services (or any part thereof), the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 13.12. **No Class Actions.** YOU MAY ONLY RESOLVE DISPUTES WITH CLOSINGWTF ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS AREN'T ALLOWED UNDER THESE TERMS.
- 13.13. **Time Limitation to Bring Claims.** Notwithstanding any statute or law to the contrary, you expressly acknowledge and agree that any claim or cause of action arising out of or related to your use of ClosingWTF Services (or any part thereof) or these Terms must be filed within one (1) year after such claim or cause of action arose, otherwise that claim or cause of action will be barred forever.

14. NOTICES TO CLOSINGWTF. Except as otherwise expressly required in these Terms, any notices permitted under these Terms must be sent to ClosingWTF by (1) email: legal@closingwtf.com, Subject Line: *Legal Notice*; or (2) certified U.S. Mail or by Federal Express (signature required) to ClosingWTF, Inc., Attention: *ClosingWTF Legal Department*, 2261 Market Street STE 22681, San Francisco 94114, United States.

15. GENERAL

- 15.1. These Terms are not intended to grant rights to anyone except you and ClosingWTF, and in no event shall these Terms create any third-party beneficiary rights. The parties acknowledge and agree that they are dealing with each other as independent contractors and nothing in these Terms and/or its performance shall be construed as creating a joint venture or agency between ClosingWTF and you.
- 15.2. Neither the rights nor the obligations arising under these Terms are assignable by you, and any such attempted assignment or transfer shall be void and without effect. ClosingWTF may freely assign this Agreement and/or delegate the performance of any services hereunder to its affiliates and contractors.

- 15.3. Any waiver of any provision of these Terms must be in writing and executed by both parties. The failure of either party to exercise any right provided for by these Terms shall not be deemed a waiver of that right.
- 15.4. If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from these Terms and shall not affect the legality, enforceability or validity of the remainder of the provisions set forth in these Terms.
- 15.5. Any delay in performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event beyond the reasonable control of such party.
- 15.6. These Terms and our [Privacy Notice](#), constitute the entire agreement between the parties regarding the subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described.
- 15.7. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used in these Terms, the word "including" means "including but not limited to." You agree that these Terms will not be construed against ClosingWTF by virtue of having drafted them. The official text of these Terms (and any notice submitted hereunder) will be in English. The parties acknowledge that they require that these Terms be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of these Terms, reference will be made only to these Terms as written in English and not to any translation into another language.

QUESTIONS. Please feel free to contact us at legal@closingwtf.com if you have any questions about these Terms.