

HUBZU AUCTION INFORMATION FOR MLS USERS

All auction information may be found at the seller's designated website which is www.hubzu.com.

Buyer's agent must register their clients and themselves on the seller's designated website.

To obtain the access code, the seller requires agents to register at www.hubzu.com, log in and go to the property details page where the access code can be found below and to the right of the main photo. Only licensees will be allowed to obtain the access code.

List price may or may not be the minimum acceptable bid price, depending upon where in the auction process a buyer enters the auction.

Seller reserves the right to accept or reject highest bid at end of auction regardless of whether or not the reserve has been met.

Auction start and end dates may be found at the seller's designated website. Time remaining in the auction is clearly shown on the details page of the property.

Compensation varies depending on the property. Compensation is clearly noticed in the MLS. For information regarding compensation, please see the MLS broker compensation.

Seller will not consider any pre-auction offers. Listing agent cannot present offers to the seller. On occasion the seller may elect to end the auction early by offering and accepting a "buy it now" price. If the seller offers this option, it will be on the auction website and the offer will be placed on the website. All offers must be presented on the seller's designated website. No offers will be presented to the seller by the agent.

A transaction fee of up to 5% of the accepted bid amount or alternatively a minimum fee of \$1,000 may be charged to the buyer at close of escrow.

Seller will not activate any utilities. If utilities are desired by the buyer for inspections, they will be the responsibility of the buyer except water which shall not be activated under any circumstances. A pressure test may be substituted for an active water test of the plumbing system.

TERMS AND CONDITIONS

The foregoing terms and conditions (the "Agreement") are a legal agreement between you and Altisource Solutions S.à r.l. ("Altisource", "us", "our" or "we"). Please note that by accessing the Hubzu® website (www.hubzu.com) and its related services and tools (collectively, "Hubzu"), or any of its affiliated websites ("Affiliated Websites"), you agree to be bound by these terms.

Please note that this Agreement includes a class action waiver, a disclaimer of warranties, a disclaimer of liability, as well as a release and indemnification by you.

We may change the terms of this Agreement from time to time. We will notify you of any such changes via e-mail or by posting the changes via a link to the updated Agreement on the Hubzu.com home page. If you object to any such changes, your sole recourse will be to stop using Hubzu. Continued use of Hubzu following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes, without limitation or qualification.

This Agreement applies to all properties marketed for sale on Hubzu or its Affiliated Websites.

Winning Bidders (as hereinafter defined) shall be required to execute a Purchase and Sale Agreement (the "Purchase Agreement"). The Purchase Agreement will contain the terms and conditions of the sale of any property marketed on Hubzu or its Affiliated Websites. In case of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

DEFINED TERMS

As used in this Agreement or on the Hubzu website, the terms below have the following meanings:

"Affiliated Websites" has the meaning assigned to such term in the preamble hereof.

"Agreement" has the meaning assigned to such term in the preamble hereof.

"Altisource" has the meaning assigned to such term in the preamble hereof.

"Auction Marketing" is an online sale process in which the Seller will consider offers to purchase a property for a fixed period of time (i.e., there is a specific time limit to the online marketing).

"Bidder" means a person who places a bid or offer on a property marketed on Hubzu.

"Buyer" means a person who places a Winning Bid on a property marketed on Hubzu.

"Buyer's Premium" is the fee charged to Buyers who purchase properties marketed on Hubzu via an Auction Marketing. The specific Buyer's Premium for a property appears on the "View Details" tab on a property's details page on Hubzu. The Buyer's Premium covers the cost of marketing the property and facilitating the sale.

"Earnest Money" is the good faith deposit a Buyer pays pursuant to the Purchase Agreement to demonstrate its commitment to purchase the property.

"End the Auction Now" is an option available on Auction Marketings where the Seller indicates an "End the Auction Now" price. If a Buyer agrees to pay the "End the Auction Now" price, then the Buyer is automatically the Winning Bidder and the Auction Marketing process ends. As with any Winning Bid, the Seller reserves the right not to sell the property to a person or entity, including those with a Winning Bid. Seller's acceptance of a Winning Bid can only be effectuated by Seller's execution of the Purchase Agreement after the Purchase Agreement has been executed by all parties required by the Purchase Agreement.

"Hubzu" has the meaning assigned to such term in the preamble hereof.

"Licensed Real Estate Agent" is a licensed real estate broker, agent or salesperson representing the Seller in the state in which they are licensed.

"Listing Price" means the dollar amount sales price that the Seller is asking for the property; however the Seller may choose, in its sole discretion, not to sell a property for the Listing Price.

"No Time Limit Bidding" occurs on No Time Limit Marketings. The Seller may evaluate and/or accept any offer at any time from a potential Buyer.

"No Time Limit Marketing" is an online sale process in which the Seller will consider offers for an indefinite period of time (i.e., there is no specific time limit on the marketing).

"Purchase Agreement" has the meaning assigned to such term in the preamble hereof.

“Purchase Price” means (i) with respect to a non-Special Terms Marketing, the final amount the Seller accepts to sell the property plus any applicable Technology Fee and/or Buyer’s Premium, or (ii) with respect to a Special Terms Marketing, the final purchase price the Seller accepts to sell the property. In the case of a Special Terms Marketing, any applicable Technology Fee and Buyer’s Premium will be billed in a separate invoice that will appear on the HUD-1 at closing. In both scenarios (i) and (ii) above, (A) Seller’s binding acceptance of the Purchase Price as part of a bid or offer can only be effectuated by Seller’s execution of the Purchase Agreement after the Purchase Agreement has been executed by all parties required by the Purchase Agreement., and (B) the Purchase Price does not include other amounts payable by a Buyer at closing, such as escrow/closing fees, property taxes, insurance, etc.

“Reserve Price” means the unpublished minimum price set by the Seller for a property subject to an Auction Marketing. The Seller may choose to not disclose the Reserve Price on the property details page. Even if a Bidder meets the Reserve Price, the marketing period continues (unless the End the Auction Now option is selected, if applicable) for the scheduled marketing time period to give other Bidders the opportunity to bid. Seller reserves the right not to sell the property to a person or entity, including those with a bid or offer meeting the Reserve Price.

“Starting Bid” indicates the nominal opening bid at the beginning of an auction and may be set at or below the Reserve Price.

“Seller” means a person or entity who has marketed a property for sale on Hubzu or its Affiliated Websites, whether via an Auction Marketing or a No Time Limit Marketing, and whether via a Special Terms Marketing or non-Special Terms Marketing.

“Special Terms Marketing” is a type of property marketing that is identified on Hubzu with a notice titled “Special Terms Marketing” followed by a link titled “View Terms.” Unless otherwise specified, all provisions of this Agreement apply to Special Terms Marketings as well as non-Special Terms Marketings. NOTE: IN CASE OF ANY CONFLICT BETWEEN THE IDENTIFIED TERMS OF ANY SPECIAL TERMS MARKETING AND THIS AGREEMENT, THE SPECIAL TERMS MARKETING PROVISIONS SHALL CONTROL.

“Technology Fee” is a fee of \$299 and is charged to all Buyers who purchase a property through Hubzu. This fee covers the cost of providing the Hubzu technology platform.

“View Details tab” is a link specific to each property marketed on Hubzu which provides, among other information, the description, location, price, fees, photos, and other information about the marketed property.

“Winning Bid” means (a) for an Auction Marketing, the highest bid on a Property at the conclusion of the time limit that meets any applicable minimum bid or reserve requirements, and (b) for a No Time Limit Marketing, any offer which has been cursorily approved by the Seller. The Seller reserves the right not to sell the property to a person or entity, including those with a Winning Bid. Seller’s binding acceptance of a Winning Bid can only be effectuated by Seller’s execution of the Purchase Agreement after the Purchase Agreement has been executed by all parties required by the Purchase Agreement.

“Winning Bidder” means the person or entity that places the Winning Bid. A Winning Bidder, however, may not ultimately purchase the property. Formal agreement to a Purchase Price for the sale of the property (which may or may not be the Winning Bid) lies within the sole discretion of the Seller.

“Winning Bid Amount” means the proposed purchase amount set forth in a Winning Bid.

1. Fees and Services.

(a) **Grant of Limited Access.** Subject to the terms of this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access, view and use Hubzu solely for your personal, non-commercial and informational use.

(b) **Proprietary Property.** Hubzu, including all material and information, and the selection, arrangement and composition of such information contained therein are proprietary property of Altisource, its affiliates, suppliers, and licensors and are protected by United States and international intellectual property laws, including trademark and copyright laws. You agree not to remove, alter or

obscure any copyright, trademark or proprietary rights notice incorporated in or accompanying Hubzu. Except for the limited access rights explicitly granted to you under this Agreement, no other rights (including any license) are granted to you, whether by implication, estoppel or otherwise and all rights are explicitly reserved.

c) Content. Some content included on Hubzu is supplied by third parties and users of Hubzu. Accordingly, we have no editorial control over the content provided by such parties. Any opinions, advice, statements, services, offers, or other information expressed or made available by third parties, including information provided by other users of Hubzu, are those of the respective author(s) or distributor(s) of that information. We neither endorse, nor are responsible for, the accuracy or reliability of any opinion, advice, information, or statement made on Hubzu by its users or other third parties.

(d) Use and Storage. You acknowledge and agree that we may establish general practices and limits concerning use of Hubzu, including, without limitation, the maximum number of days that information, data, account history or other uploaded content will be retained by us and the maximum number of times (and the maximum duration for which) you may access Hubzu in a given period of time.

(e) Bidder Requirements. You must be a registered user of the Hubzu.com site to submit a bid or offer. Please allow 24 hours for account activation, and note that you will not be able to place bids or offers until your account has been activated. There is no cost to place bids or offers on properties; however, there are different types of fees that you may be obligated to pay if you place the Winning Bid. Below is a description of these fees:

(i) Earnest Money. The minimum required Earnest Money deposit is calculated based on a pre-determined percentage of your winning bid or offer amount. The Earnest Money deposit for a specific property is shown on the property's View Details tab and may be held in a Licensed Real Estate Agent's escrow account, with a closing agent or by the Seller directly. You must pay the Earnest Money deposit to the party named in the Purchase Agreement within the timeframes set forth in the Purchase Agreement and in accordance with instructions from the Seller.

If you are unable to comply with the terms & conditions of the executed Purchase Agreement, your Earnest Money deposit may not be refunded. Otherwise, the Earnest Money will be applied at closing to the Purchase Price.

(ii) Technology Fee. The Technology Fee is charged to all Buyers who purchase a property through Hubzu. This fee covers the cost of providing the Hubzu technology platform.

(iii) Buyer's Premium. The Buyer's Premium is a separate charge from the \$299 Technology Fee. The amount of the Buyer's Premium for a specific property is shown on the property's View Details tab.

2. Eligibility and Your Responsibilities.

(a) Who Can Use Hubzu. Our services are available only to individuals and entities who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors or to temporarily or indefinitely suspended members. If you do not qualify, please do not use Hubzu. Further, your account and user ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement, any Purchase Agreement and any other real estate related agreements. If you do not have such authority, you will be held personally liable for all actions taken under your user ID.

(b) Accuracy of Information. In providing us with information during the registration process, you agree to provide true, accurate, current and complete information and to maintain and update such information as needed. You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of Hubzu and all charges related thereto. Hubzu and its Affiliated Websites act merely as a passive conduit for online distribution and publication of your information.

(c) Restricted Activities; Submission of Harmful Material. You agree not to post, submit or link to any material that (i) is deceptive, false, inaccurate, misleading, fraudulent, threatening, harassing, libelous, defamatory, obscene or otherwise objectionable as determined by us or under applicable law;

(ii) directly or indirectly directs users to another online or offline location that provides products or services similar to Hubzu; (iii) involves unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (iv) facilitates gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize; (v) infringes the intellectual property rights, privacy rights or other legal rights of any individual or entity; (vi) includes any code, files, scripts, agents, programs or other computer programming routines intended to do harm or that may damage, detrimentally interfere with,

surreptitiously intercept or expropriate any system, data or personal information, including, for example, viruses, worms, time bombs and Trojan horses; (vii) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (viii) interferes with, disrupts or otherwise adversely impacts the use of Hubzu by any other individual or entity. .

(d) No Scamming. You may not market any property on Hubzu or its Affiliated Websites (or consummate any transaction that was initiated using Hubzu or its Affiliated Website) that could cause us to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation. We have a “zero-tolerance” policy for the posting of fraudulent marketings, which includes any properties you do not own or have a right to sell. We are committed to keeping our site and user community safe, and will report any and all suspected use of our site for scamming, fraudulent, or extortive purposes to the appropriate law enforcement agency or regulators.

(e) Reverse Engineering. You may not reverse engineer, decompile or disassemble Hubzu (except to the extent specifically permitted by applicable law). You may not use automated web queries (including, without limitation, screen and database scraping, spiders, robots, crawlers and any other automated activity in connection with Hubzu). General purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the services are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent. You may not frame any part of Hubzu. You may not use, or attempt to use, Hubzu through any means not explicitly and intentionally made available, provided or intended with respect to Hubzu. You may not harvest information about users of Hubzu for any purpose. You may not use the Services in any manner that could damage, disable, overburden, or impair Hubzu or that harms us, our service providers, suppliers or any other person.

(f) Bulk Downloads. The content offered as part of Hubzu is not intended for bulk downloads, and thus, you are expressly prohibited from downloading such content in bulk. For purposes of further clarification, bulk downloads shall include, without limitation, any ten retrieval related actions per minute from an individual IP address or otherwise associated with one user of the website. Unreasonable and/or excessive use, as determined in our sole discretion, may result in access being denied temporarily or permanently for a given user or IP address.

(g) Access and Interference. You agree that you will not use any electronic device, software or process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any electronic device, software or process to interfere with or attempt to interfere with the proper functioning of Hubzu or any activities conducted on Hubzu. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Hubzu site for public or commercial purposes, including the text, images, audio, and video without our prior expressed written permission.

3. This Online Bidding Site is a Venue.

(a) Not An Auctioneer. Hubzu is not an auctioneer. There is no individual conducting an auction as you would have in a live auction setting. Instead, our site acts as a venue to allow anyone to offer, sell, and buy property, in a variety of ways, including Auction Marketing and No Time Limit Marketing. We are not involved in the actual transaction between Buyers and Sellers. As a result, Hubzu has no control over the truth or accuracy of the marketings, the Seller’s ownership interest in the marketed property, or the ability of a prospective Buyer to close on the transaction.

(b) Identity Verification and Use. We use many techniques to identify our users when they register. However, because user authentication on the Internet is difficult, Hubzu and its Affiliated Websites cannot and do not confirm each user’s purported identity. We encourage you to report any instances of fraud or other circumstances that call into question the purported identity of any user of Hubzu or its Affiliated Websites. You are solely responsible for any information you provide to us. You are responsible for maintaining the confidentiality of your username and password, and you are solely responsible for all activities that occur under your username and password. You agree not to share your username and password with others. You agree to immediately notify us of any unauthorized use of your username and password, or any other breach of security related to Hubzu.

(c) Release. **Because we are a venue, in the event of any dispute by you with one or more Hubzu users, you release Hubzu and its Affiliated Websites (and our officers, directors, agents, affiliates, subsidiaries, joint ventures and employees) from any claims, demands and damages of**

every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute(s).

(d) Information Control. We do not control the information on our sites provided by other users. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution, common sense and safe business practices when using Hubzu and its Affiliated Websites. Please note that there may also be risks of dealing with underage persons, foreign nationals and people acting under false pretenses.

(e) Server or Other Technological Issues. Hubzu and the Affiliated Websites may, from time to time, may not operate optimally, at normal speed, with full functionality, or at all. In our sole discretion and at any time, we may choose to shut down Hubzu or its Affiliated Websites for any amount of time, thereby ceasing the ability for some or any users to view or search for some or any marketings or to place any bids for marketings. The decision to shut down and re-enable Hubzu or its Affiliated Websites, in whole or in part, rests solely with us. After shutting down Hubzu and/or the Affiliated Websites, we may decide to remarket or extend the time of Auction Marketings (or any other marketings) that were pending during the time that Hubzu and/or the Affiliated Websites were shut down. By utilizing Hubzu and the Affiliated Websites, you understand and agree that they are provided "AS-IS" and that, while we strive to provide a seamless and satisfying experience for all of our users, Hubzu assumes no responsibility for the temporary unavailability of Hubzu and the Affiliated Websites or the timeliness, transport, outage, deletion, misdelivery or failure to store/retrieve any user commands, data, communications or personalization settings in connection with Hubzu and the Affiliated Websites. We reserve the right, subject to Seller approval, to rerun Auction Bidding events if there is an interruption, website defect, delay in operation of transmission, or other failure during the Auction Marketing event so long as the Seller has not already executed a Purchase Agreement.

4. Bidding and Buying.

(a) Your Intent to Purchase. Bidding on a property indicates your intent to purchase that property and is considered a legally binding offer to enter into a contract between you and the Seller of the property, which offer remains open until the Seller (i) accepts the offer, which acceptance can only be effectuated by Seller's execution of the Purchase Agreement after the Purchase Agreement has been executed by all parties required by the Purchase Agreement, (ii) sells the property to another Buyer, or (iii) until the property is remarketed on Hubzu in a separate Auction Marketing or No Time Limit Marketing. **As a Buyer, you are obligated to complete the transaction with the Seller if you submit a Winning Bid.** NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS AGREEMENT, THE PURCHASE AGREEMENT, OR ANY OTHER DOCUMENTATION TO THE CONTRARY, THE SELLER IS NOT OBLIGATED BY RECEIVING ANY BID, INCLUDING WITHOUT LIMITATION A WINNING BID, TO SELL THE PROPERTY TO THE BIDDER, OR ANY OTHER PERSON OR ENTITY UNTIL A PURCHASE AGREEMENT HAS BEEN EXECUTED BY THE SELLER AND ANY OTHER PERSONS OR ENTITIES REQUIRED BY THE PURCHASE AGREEMENT.

(b) Consequences of Failure to Purchase. Any person who fails to consummate a purchase after submitting a Winning Bid may be barred from participating in future sales or bidding on our sites. Similarly, if you default in payment of any Earnest Money, Technology Fee or Buyer's Premium, you may be barred from participating in future sales or bidding. By making a bid on a property, you agree to be bound by the conditions of sale included in the marketing so long as those conditions of sale are not in violation of this Agreement or unlawful under applicable law. Bids cannot be withdrawn by the Buyer once placed. Additionally, if you, as a Bidder or Buyer, fail to complete the transaction, you may be in breach of contract and subject to legal claims by the Seller, and/or other parties to the transaction, including but not limited to Hubzu, its Affiliated Websites and their subsidiaries and affiliates, the Seller's real estate broker and the Buyer's real estate broker (if applicable).

(c) Protections Against Auction Sniping. The Seller of a property marketed for sale pursuant to an Auction Marketing will have an option to extend the time remaining for the Auction Marketing by fifteen (15) minutes when there is bidding activity in the last fifteen (15) minutes before the scheduled auction end time. After the Auction Marketing end time has been extended once, the Auction Marketing will be automatically extended for successive fifteen (15) minutes periods until fifteen (15) minutes have passed with no bidding activity, in which case the Auction Marketing will be closed. The extension of the Auction Marketing in this manner will allow all Bidders adequate time to respond.

(d) Seller Responses. We make every effort to inform Buyers in a timely manner via email of Sellers' responses to bids or offers on properties, as well as other information that may affect bids or offers. Sometimes, technical issues may delay or prevent emails from being sent, so we cannot guarantee email notifications. Please visit the "Messages" section of "My Hubzu" for updates on pending bids or offers from Sellers.

(e) Seller Acceptances. Like all properties marketed on Hubzu, the Winning Bid will be subject to approval from the Seller, which is wholly within the Seller's sole discretion. Seller may accept or reject any bid, including a Winning Bid, and regardless of whether or not the Reserve Price has been met. The Winning Bidder will receive a communication if the Winning Bid is approved by the Seller. Among other consideration received by a Buyer placing a bid or offer is that the Seller will consider the bid or offer and decide whether to accept the bid or offer in a timely manner.

(f) Prequalification Letters. For certain properties, you may be required to upload a copy of a prequalification letter. By uploading a prequalification letter, you represent that the document is a bona fide prequalification letter and that its contents are true and correct in all respects.

5. Property Status; No Warranties:

(a) Property Status. **ALL PROPERTIES MARKETED FOR SALE ON HUBZU AND ITS AFFILIATED WEBSITES, INCLUDING ALL SPECIAL TERMS MARKETINGS, ARE FOR SALE WITH NO EXPRESS OR IMPLIED GUARANTEES OR WARRANTIES WHATSOEVER BY ALTISOURCE, ITS AFFILIATES, HUBZU, AND/OR THE AFFILIATED WEBSITES, UNLESS REQUIRED BY LAW.** Without limiting any other provision of this Agreement or the Purchase Agreement, you acknowledge and agree that you are bidding for a property and, if you are the purchaser acquiring the property in its present state and condition as of the date you submit the bid, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may thereafter arise. Furthermore, the property is subject to all terms and conditions set forth on the property's details page (including any linked pages containing additional information) and any other terms and conditions specified by the Seller or the Licensed Real Estate Agent for the property. You acknowledge and agree that Seller, Hubzu and its Affiliated Websites have not made, do not make and, moreover, specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including without limitation: (a) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology; (b) the income to be derived from the property; (c) the suitability of the property for any and all purposes, activities and uses which you may conduct thereon; (d) the compliance of or by the property or its operation with any laws, rules, ordinances or integrity of the land or any buildings or improvements of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property; (f) the manner or quality of the construction or materials, if any, incorporated into the property; (g) the manner, quality, state of repair or lack of repair of the property; (h) the existence of any view from the property or that any existing view will not be obstructed in the future; (i) the conformity of the improvements to any plans or specifications for the property that may be provided to you; (j) the conformity of the property to applicable zoning or building code requirements; (k) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon; (l) whether the property is located in a special studies zone under the public resources code or a seismic hazards zone or a state fire responsibility area, or a special flood hazard zone; or (m) any other matter with respect to the property. You acknowledge that the property may not be in compliance with applicable zoning, building, health or other law or codes, that the Seller may not have occupied the property and that the property may not be in habitable condition. You further acknowledge and agree, without limitation, that the Seller and Hubzu have not made, do not make, and specifically disclaim any representation regarding compliance with any laws, including the Americans With Disabilities Act or with any federal, state or local environmental protection, pollution or land use laws, rules, regulations or orders or requirements, including as defined by the U.S. Environmental Protection Agency regulations or the disposal or existence, in or on the properties, of any hazardous substance, as defined by the comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated there under. You and anyone claiming by, through, under, or on behalf of you hereby fully and irrevocably release all Sellers, Hubzu, its Affiliated Websites, their respective affiliates, employees, officers, directors, representatives, attorneys and agents from

any and all claims that you may now have or hereafter acquire against Sellers, Hubzu, its Affiliated Websites, their respective affiliates employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or relating to any construction defects, efforts, omissions, or other conditions, including environmental matters, affecting the property(-ies), or any portion thereof. This release includes claims of which you are presently unaware or do not presently suspect to exist in your favor which, if known, would materially affect your release of Hubzu and its Affiliated Websites. You should consider these matters when registering on Hubzu and placing bids with Hubzu or its Affiliated Websites. Additionally, the availability of any property for an inspection, and the process by which you may arrange for an inspection, is solely within the discretion of the Seller; Altisource, Hubzu, and the Affiliated Websites have no control or input regarding such inspections.

(b) **Disclaimer.** **HUBZU AND ITS AFFILIATED WEBSITES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS WHATSOEVER AS TO THE ACCURACY OF THE INFORMATION, CONTENT OR MATERIALS CONTAINED ON HUBZU OR ITS AFFILIATED WEBSITES.**

6. License. Solely to enable this site to use the information with which you supply us, and so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights you have in your information, in any media now known or not currently known, with respect to your information.

7. Privacy. Please see Your Privacy Rights (about.hubzu.com/privacy-new), which is incorporated herein by reference.

8. Breach. Without limiting any of our other remedies, we may immediately remove your property marketings, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

9. No Warranty and Disclaimer. In addition to the disclaimers set forth in this Agreement, please see our separate Disclaimer (about.hubzu.com/disclaimer-new), which is incorporated herein by reference.

10. Indemnity. You agree to indemnify and hold Hubzu and (as applicable) our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including a claim for attorneys' fees, made by any third party due to, or arising out of, your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

11. Limitation of Liability. Except as prohibited by law, you agree to hold the Seller, the Licensed Real Estate Agent and us (including our subsidiaries, affiliates, officers, directors, agents, and employees) harmless for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or online failure. You further agree to hold the Seller, Seller's broker and/or us harmless for any special or consequential damages that result from the use of, or the inability to use, the Hubzu website, the materials on the Hubzu website, or the online bidding platform even if there is negligence, or we or an authorized representative of us has been advised of the possibility of such damages, or both. **IN NO EVENT WILL OUR COLLECTIVE LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR HUBZU EXCEED THE AMOUNT YOU HAVE PAID TO US FOR USE OF HUBZU IN THE PRECEDING TWELVE MONTH PERIOD OR TEN DOLLARS, IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO US, AS APPLICABLE.**

12. Legal Compliance. You shall comply with all applicable local, state, federal and international laws, statutes, ordinances and regulations regarding your use of Hubzu and its Affiliated Websites and your bidding on, marketing, purchase, solicitation of offers to purchase, and sale of property.

13. No Agency. You and this website are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

14. Escrow. After submitting a Winning Bid, you must comply with the Seller's escrow provisions set forth on the applicable property's View Details tab. You are strongly advised to work with a Buyer's agent who will arrange for the Earnest Money deposit to be held by a title company, closing

attorney or escrow office. Hubzu DOES NOT hold Earnest Money Deposits at any time. Hubzu has no control over the amount or terms of the Earnest Money deposits.

15. General.

- (a) Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- (b) Assignment. You agree that this Agreement and all referenced or incorporated agreements may be automatically assigned by this site without your written consent to a third party in the event of a merger or acquisition. You may not assign any of your rights hereunder without prior approval by Hubzu or its Affiliated Websites. You may not assign any rights you may have in any bid without the consent of the Seller.
- (c) Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- (d) Breach. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- (e) Entirety. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.
- (f) Fees are Nonrefundable. You agree to pay all fees incurred from your use of this site. All fees incurred in connection with this site are non-refundable.
- (g) Relationship. This site is not intended for use by Buyers or brokers with any personal relationship, familial or otherwise, to individuals involved with the operation of the site, including employees of Hubzu, its Affiliated Websites or employees of affiliated businesses. By registering on Hubzu or its Affiliated Websites, you warrant that no such relationship exists, and you agree to be solely liable for any claims that may arise in the event such representation proves to be false.
- (h) Refusal of Service. Hubzu and its Affiliated Websites reserve the right to refuse service to anyone for any reason.
- (i) Disputes. This Agreement shall be governed by and construed in accordance with Georgia law. All parties agree that any and all disputes, brought in the United States, arising from your use of Hubzu or its Affiliated Websites will be resolved solely in the United States Northern District of Georgia, Atlanta Division.
- (j) Acceptance. All persons registering on this site unconditionally accept the above Agreement, plus the specific terms & conditions for each individual marketing posted on this site. You agree to abide by all such terms & conditions fully and without recourse to Hubzu and its Affiliated Websites, who are not involved by virtue of owning and operating Hubzu or its Affiliated Websites in the actual transaction between the parties and assumes no control or liability over any issues that may arise as a result of the transaction.
- (k) Intellectual Property Notice. Altisource, Hubzu, the Hubzu logo and all other marks identified herein, and on referenced and incorporated agreements, are trademarks or service marks of Altisource or its subsidiaries. These marks may be registered with the United States Patent and Trademark Office and Intellectual Property Offices of other countries.
- (l) Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION, OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF HUBZU SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

16. Other Terms & Conditions for Special Terms Marketings:

The provisions of this Section 16 apply only to Special Terms Marketings, and shall have no effect on any non-Special Terms Marketings.

(a) Acknowledgments and Responsibilities of Licensed Real Estate Agents Adding Marketings. Any Licensed Real Estate Agent who adds a marketing of a property to Hubzu or the Affiliated Websites hereby:

- (i) acknowledges that marketing the property on Hubzu or the Affiliated Websites does not ensure or guarantee that the property will receive offers, receive bids, or be sold;
- (ii) represents and warrants to Hubzu that the marketing is made on behalf of, and with permission from, the Seller of such property;

(iii) agrees to load the property on Hubzu or the Affiliated Websites correctly, and to contact Hubzu with any questions as to proper loading;

(iv) agrees to enter the correct Listing Price or Reserve Price under proper authority of the Seller;

(v) agrees to enter a proper description of the property and to ensure all other information regarding the property is correct during the entire time the property is marketed on Hubzu or the Affiliated Websites;

(vi) agrees to specify in the appropriate MLS listing(s) that all property offers should be made and entered through the Hubzu platform;

(vii) agrees to enter or have entered on Hubzu or the Affiliated Websites any offer such Licensed Real Estate Agent or the Seller of such property receives to purchase such property outside of Hubzu or the Affiliated Websites; and

(viii) agrees to indicate on Hubzu or the Affiliated Websites within a reasonable timeframe whether the Seller of the property has accepted a Winning Bid for the property.

(b) Licensed Real Estate Agent Indemnification. Any Licensed Real Estate Agent who adds a marketing of a property to Hubzu or the Affiliated Websites shall indemnify Hubzu, Altisource and their offices, employees and affiliates for any and all damages, costs, fees (including actual attorney's fees incurred) arising out of any disputes relating to the the marketing of such property on Hubzu or the Affiliated Websites.