

Duty to Serve Self-Certification Terms of Use

Last Updated: July 12, 2021

1. READ THIS.

This Terms of Use Agreement (“Agreement” or “Terms of Use”) relates to this Self-Certification Form webpage (the “Site”) is made by and between Grounded Solutions Network (“GSN”), the individual user of this Site (“you”), and the corporate or political entity by whom you are employed that manages certain homeownership program(s) (the “Program Manager”). YOU MAY NOT USE THIS WEBSITE UNLESS AND UNTIL: (A) YOU AND THE PROGRAM MANAGER AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) YOU ARE AT LEAST 18 YEARS OLD; (C) YOU HAVE THE LEGAL AUTHORITY TO BIND THE PROGRAM MANAGER THAT YOU REPRESENT TO THESE TERMS OF USE; AND (D) YOU ARE NOT PROHIBITED FROM ACCESSING OR USING THIS SITE BY ANY APPLICABLE LAW, RULE, OR REGULATION.

This Agreement contains the complete terms and conditions that govern the use of the Site. BY CLICKING TO ACCEPT THE TERMS OF USE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND THAT THE PROGRAM MANAGER IS ALSO BOUND BY THIS AGREEMENT.

IF YOU AND/OR THE PROGRAM MANAGER DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS SITE. GSN RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT GSN’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS SITE CONSTITUTES YOUR AND THE PROGRAM MANAGER’S ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO www.groundedsolutions.org. You and the Program Manager are hereby put on notice that you and the Program Manager are obligated to periodically review this document to become aware of any changes.

2. ACCESS TO THIS SITE.

To access this Site you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide be correct, current, and complete. If GSN believes the information you provide is not correct, current, or complete, GSN may contact you to revise or amend your information. If GSN has knowledge that you deliberately submitted false information, GSN may deny, terminate and/or suspend you access to this Site, or to any of its resources. You may use this Site only for purposes expressly permitted by this Agreement. GSN may monitor use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. GSN may terminate your access to any or all of the Site at any time without notice for any reason whatsoever.

3. SELF-CERTIFICATION OF PROGRAMS

You may use the Site to enter information (the “Data”) about homeownership programs managed by the Program Manager that the Program Manager believes may meet the Duty to Serve definition of shared equity homeownership (the “Programs”). You and the Program Manager warrant and represent that all information that you enter is:

- Entered on behalf of the Program Manager
- To the best of your knowledge and the Program Manager’s knowledge complete, accurate and up to date.

4. SUBMISSIONS AND DATA.

You and the Program Manager hereby grant to GSN a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you and/or the Program Manager (or on your and/or the Program Manager’s behalf) to GSN through this Site (each, a “Submission”), and to incorporate any Submission in

other works in any form, media, or technology now known or later developed including without limitation as follows:

- GSN may disclose the Data to the Federal National Mortgage Association ("Fannie Mae").
- GSN may collect and use personal data such as name, title, business phone number and/or business email, from or about you to help GSN support its non-profit mission and serve GSN's membership.
- GSN may use or disclose Data about the Program Manager and/or each of the Programs collected by the Site if required to do so by law or in GSN's good-faith belief that such action is necessary to meet any applicable law, regulation, legal process or enforceable governmental request. GSN may disclose any information as GSN deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- After January 1, 2025, GSN may license and publish the Data and Fannie Mae certification results or results of the audits on the Fannie Mae DTS certification and may at its sole discretion, share the Data with GSN members, researchers, media partners, or other entities to advance GSN's mission. Prior to January 1, 2025, GSN will not (except as otherwise provided in this Agreement) disclose the Fannie Mae certification results or results of the audits on the Fannie Mae DTS certification except to the Program Manager submitting the Data.
- GSN may add you to the GSN mailing list using the contact information you have provided.
- GN may provide the contact information you have provided to third parties in GSN's sole discretion.

You and the Program Manager each agree that Fannie Mae has a non-exclusive, unrestricted, transferable, sub-licensable, royalty-free, fully-paid up, perpetual right and license to use, distribute and create summaries, analysis, or derivative works of the Data.

5. NO CO-BRANDING OR FRAMING.

GSN expressly forbids the co-branding or framing of the Site without the express prior written permission of an authorized representative of GSN in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, "framing" refers to displaying any GSN webpage within a bordered area of another website, regardless of whether the address of the originating Site is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from GSN.

6. PROPRIETARY INFORMATION.

All content found on the Site (the "Content") is considered the copyrighted and trademarked intellectual property of GSN, or of the party that created and/or licensed the Content to GSN. No rights or title to any of the Content contained on the Site shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you and the Program Manager agree not to copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of GSN in each instance, except that you may print out and/or save one copy of the Content for your personal use only.

7. DISCLAIMER & LIMITATIONS ON LIABILITY.

USE OF THE SITE IS AT YOUR AND THE PROGRAM MANAGER'S SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GSN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GSN MAKES NO WARRANTY THAT (1) THE SITE WILL MEET YOUR REQUIREMENTS, (2) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE SITE WILL BE ACCURATE OR RELIABLE, OR (4) THAT ANY ERRORS IN THE SITE'S SOFTWARE WILL BE CORRECTED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GSN MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE DATA COLLECTED THROUGH THE SITE. IN ADDITION, GSN WILL HAVE NO LIABILITY FOR ANY DAMAGES OR LOSSES OF ANY KIND RELATED TO A LENDER OR OTHER THIRD-PARTY'S USE OF THE DATA.

GSN DOES NOT REQUEST THAT YOU OR THE PROGRAM MANAGER PROVIDE ANY PERSONALLY IDENTIFIABLE INFORMATION EXCEPT FOR PROGRAM CONTACT NAME AND WORK CONTACT INFORMATION IN SECTION A OF THE INPUT FORM. IF YOU ENTER ANY OTHER PERSONAL INFORMATION IN ANY FORM ON THE SITE, GSN WILL HAVE NO LIABILITY TO YOU, THE PROGRAM MANAGER OR TO ANY PERSONS ARISING OUT OF GSN'S POSSESSION OF USE OF SUCH INFORMATION.

8. SECURITY.

Any passwords used for this Site are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, GSN may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, GSN may release your account details to the system administrators of other websites and/or governmental authorities in order to assist them in resolving security incidents. GSN may investigate suspected violations of these Terms of Use. GSN will fully cooperate with any law enforcement authorities or court order requesting or directing GSN to disclose the identity of anyone posting any Data or otherwise making available any materials that are believed to violate these Terms of Use.

9. DISPUTES.

If there is any dispute about or involving these Terms of Use or the Site, you agree that any dispute shall be governed by the laws of the State of California, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of and for Alameda County, California in connection with any dispute between you and/or the Program Manager and GSN arising out of or involving this Agreement, the Site and/or any use of the Data.

YOU AND THE PROGRAM MANAGER AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION BY YOU AGAINST GSN ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OF THE SITE OR GSN'S USE OR DISTRIBUTION OF THE DATA MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

10. MISCELLANEOUS.

If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party without their prior express written permission in each instance, it being intended by both parties that each shall remain independent contractors (to the extent applicable) responsible for its own actions.

These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and/or the Program Manager and GSN with respect to the Site. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Site after any changes have been made to this Agreement signifies and confirms your and the Program Manager's acceptance of any changes or amendments to this Agreement.

The failure of GSN to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by GSN must be in writing and signed by an authorized representative of GSN.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide GSN's copyright agent (as designated herein) notice. GSN's Copyright Agent for notice of claims of copyright

infringement on the Site can be reached as follows: Attn: Larry Schultis, Copyright Agent, 130 Pondfield Road, Suite 8, Bronxville, NY 10708, phone: 212-939-7525, e-mail: larry.schultis@schultislaw.com.