

# ZESCROW TERMS AND CONDITIONS

These Terms and Conditions of Use for ZEscrow (this “Agreement”) are entered into by and between you (hereinafter, “you”) and ZSuite Technologies, Inc. as operator of the ZEscrow system (hereinafter “ZEscrow,” “us,” “our” or “we,”). This Agreement governs the terms of the online escrow and sub accounting system, known as ZEscrow, whereby you authorize ZEscrow to add you as the Beneficiary on one or more designated Subaccount(s) that are held at the Participating Financial Institution for funds in which you are the legal owner. Your agreement to the terms and conditions of this Agreement is a condition upon your use and access to the ZEscrow program, and your enrollment in the ZEscrow program and/or continued use of the ZEscrow system shall be evidence of your assent to all obligations and responsibilities set forth in this Agreement.

## Definitions

- **Business Day:** Monday through Friday, excluding federal banking holidays.
- **Escrow Account:** An account at a Participating Financial Institution whose funds are managed by the custodian and not the owner or Beneficiary.
- **Trustee:** An individual or business who has the legal authority to manage designated funds on behalf of yourself or other third-parties through an Escrow Account.
- **Beneficiary:** An individual or business for whom funds are being managed.
- **Authorized User:** An individual who has the authorization to serve and act as the Trustee of funds on Subaccounts opened through ZEscrow.
- **Participating Financial Institution:** A depository institution who has signed a Participating Financial Institution agreement with ZSuite Technologies, Inc to license the ZEscrow system. The Participating Financial Institution utilized to hold funds associated with each Subaccount is at the discretion of the designated Trustee or Authorized User. An institution's status as a Participating Financial Institution is subject to change except as otherwise set forth herein.
- **Subaccount:** A digital representation of a bank account that is opened at the Participating Financial Institution and maintained within ZEscrow. The software provides for digital Subaccount opening and ongoing operational and maintenance services, including but not limited to the recordkeeping of account balances, interest calculations, and the creation of account documentation.
- **Interest:** The amount paid based on the average daily balance method to calculate the interest on a Subaccount. This method applies a periodic rate to the average daily balance in the Subaccount for the period. The minimum and/or maximum interest rates for each Subaccount are determined directly by the Participating Financial Institution and are subject to change without notice.

## Services to Be Provided by ZEscrow

The specific services provided to you through ZEscrow will be determined based on the unique contractual agreements, specifications and configurations as determined by the Participating Financial Institution. Such services may include, but are not limited to, the following. By enrolling in the ZEscrow program, you authorize ZEscrow to perform the activities below should they be requested by the Trustee or the Participating Financial Institution, in addition to others that may come about as a result of new features, functionality and enhancements made to the ZEscrow system.

- Collect signatures on required documentation in which you are assigned as the legal owner of the funds.
- Provide limited visibility into Subaccounts that have been opened for your benefit at the Participating Financial Institution by the designated Trustee or Authorized User.
- Calculate and distribute earning credits and/or Interest on Subaccount balances as defined by the Participating Financial Institution. Depending on the specifications and configurations of the Participating Financial Institution, this may include the ability for Authorized Users to split interest among multiple parties so long as they remain within the minimum and maximum ranges established by the Participating Financial Institution.
- Create and provide monthly Subaccount statements or other documents as determined by the Participating Financial Institution or designated Trustee or Authorized User.
- Such other functions and tasks incidental and necessary for the services provided by ZEscrow.

## Representations and Warranties

By completing your enrollment in the ZEscrow program, you hereby represent, warrant and agree as follows:

- You request and authorize us to enroll you in the ZEscrow system and to provide services for funds designated to the Trustee or Authorized User for deposit into Subaccounts at the Participating Financial Institution of their choosing.
- Any and all information provided by you as part of your enrollment in the ZEscrow system is true and accurate to the best of your knowledge.

- Any data entered or provided by you, whether for new Subaccounts or existing Escrow Accounts that are being converted, including tax-identification numbers (TINs), can be backed up and validated with legal documentation, including W-9 and/or W-8BEN forms. You agree to provide such documentation to ZEscrow and/or the Participating Financial Institution upon request. You understand that ZEscrow and/or the Participating Financial Institution will rely on the accuracy of this information in reporting to the Internal Revenue Service ("IRS"). In the event that the IRS ever challenges the collection efforts of the W-9 or W-8BEN or the accuracy of the information therein, you agree and acknowledge that any potential fees or other financial penalties would be your direct responsibility.
- In the event that you identify any incorrect information in ZEscrow, including but not limited to property or mailing addresses, you are responsible for promptly notifying the Trustee of the Subaccount.
- We may share certain information you provide to us to the Participating Financial Institution and other authorized third-party vendors as may be necessary for everyday business purposes, for our marketing purposes or for joint marketing with other financial companies.

### **E-SIGN Disclosures and Consent**

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ("Required Information"). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information. Your agreement to all of the requirements listed below are conditions upon your use and participation of the ZEscrow program, and your enrollment in the ZEscrow program by completing the online application process shall be evidence of your assent to all of the following obligations:

- I have read the information about the use of electronic records, disclosures, notices and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship.
- I have been able to view this information using my computer and software.
- I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached PDF and Excel files.
- I consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.
- I consent to the use of electronic methods, such as e-mail, for communication regarding the ZEscrow program and delivery of documents and statements electronically.

Your consent does not mean that we must require electronic signatures or provide the Required Information via an electronic delivery. We may choose to, at our option, require handwritten signatures or to deliver the Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

You have the right to withdraw your consent at any time. To do so, you may send a written request directly to the Participating Financial Institution holding the Subaccount(s) on which you are a designated Beneficiary. If consent is withdrawn, however, you understand that ZSuite Technologies reserves the right to terminate all agreements, discontinue your access to ZEscrow, and/or close any open ZEscrow Subaccounts that you may have at selected Participating Financial Institution. If, after you consent to receive communications electronically, you would like a paper copy of any ZEscrow communication previously sent to you, you may request a copy by sending a written request directly to the selected Participating Financial Institution or to the designated Trustee or Authorized User of the Subaccount(s) on which you are a designated Beneficiary.

In order to access and retain electronic communications, you will need the following computer hardware and software: a computer with an internet connection; current "web browser" that includes 128-bit encryption with cookies enabled; a current version of Adobe Acrobat Reader to open documents in pdf format; a current version of Microsoft Excel to open documents in XLS format; and a valid email address. ZEscrow will notify you if there are any material changes to the hardware or software needed to receive electronic communications.

You are responsible for keeping your primary email address on file with the selected Participating Financial Institution up to date so that we can communicate with you electronically. You understand and agree that if ZEscrow sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your internet service provider, or you are otherwise unable to receive electronic communications, ZEscrow still will be deemed to have provided the communication to you. If you use a spam filter or other technology that blocks or re-routes emails from senders not listed in your email address book, you must add ZEscrow to your email address book so that you will be able to receive the communications we send to you. You can request that your primary email address or street address be updated at any time by notifying the Trustee(s) of the Subaccount(s) on which you are a designated Beneficiary. If your email address becomes invalid such that electronic communications sent to you by ZEscrow are returned, either ZEscrow or the Participating Financial Institution reserves the right to discontinue your access to the website, terminate any and all agreements with you, and/or deem any and all of your Subaccounts with ZEscrow as "inactive" or "dormant".

### **Unavailability of ZEscrow**

The online portal for the ZEscrow program may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. We make no representation or warranties as to the availability of the use of ZEscrow at any given time, and you agree to hold us harmless from any losses incurred as the result of such unavailability.

### **Limitations on Our Liability**

In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services contracted by the Participating Financial Institution and shall be liable only for our willful misconduct in performing those services. We shall not be responsible for the acts or omissions of you, the Participating Financial Institution, or any Trustees or Authorized Users associated with your ZEscrow Subaccounts. You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses), resulting from or arising out of any claim of any person that is responsible for any act or omission of you or any other person or entity described in this section. Specifically, you agree to indemnify us against any loss, claim, liability or expense (including attorneys' fees and expenses) resulting from any dispute between you and your Trustee regarding the Trustee's refusal to authorize the release of funds from Subaccounts held in ZEscrow.

In the event of a determination that we are responsible for willful misconduct, we shall be liable only for your actual damages. YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, ZESCROW REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In addition, we shall be excused from failing to transmit or delay in transmitting any debit or credit if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

### **Your Liability and Indemnification Obligations**

Unless otherwise required by applicable law, you understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of ZEscrow and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

### **Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF ZESCROW AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ZESCROW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ZESCROW WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING ZESCROW WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ZESCROW OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Massachusetts, and all disputes regarding this Agreement shall be the exclusive jurisdiction of the Massachusetts Superior Court for Middlesex County or the United States District Court for the District of Massachusetts, as appropriate.

### **Entire Agreement, Severability and Waiver**

This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

#### **Notices and Contact Information**

Any communication, notice, statement or demand required to be served on you under this Agreement shall be in writing and sent either by electronic mail, first class mail or registered mail to you at the most recent address for you that we maintain in our records as of such time. In the event that you need to update your contact information or have questions regarding your participation in ZEscrow, please reach out directly to the selected Participating Financial Institution or to the designated Trustee or Authorized User of the Subaccount(s) on which you are the designated Beneficiary.