

Terms and Conditions for Starter Search Use

1. Customer recognizes that in applying for access to StarterSearch starter file Web site, Fidelity National Title Group (the Company) hereby grants to customer a non-exclusive, revocable right to access StarterSearch starter file Website in accordance with policies and procedures applicable to the operation of the site. The Company may withdraw my right of access to StarterSearch starter file Web site at any time in its sole discretion.
2. Customer's use of StarterSearch starter file Website shall be governed by manuals, guidelines, rules or procedures applicable to its use, as such manuals, etc. may be amended, distributed or electronically posted from time to time. Fidelity National Title Group has the right to assess a fee for use of this site, upon notification to the customer.
3. Customer is expected to comport with standards of decency and fairness, which is the norm in other forms of business communications. Specifically prohibited, without limitation, is any use of the system that can be construed as libel, slander, defamation, harassment or illegal activity. Use of Starters retrieved from StarterSearch is reserved for employees of Fidelity National Title Group and its approved agents. Distribution of Starters retrieved from StarterSearch to non-approved parties is strictly prohibited.
4. Customer acknowledges that the Company reserves the right to withdraw privileges for any user at any time for any reason including, but not limited to, not comporting to such standards in his/her participation or otherwise abusing the intended and expected use of the starter file Web site.
5. Customer certifies that the company listed in the request above is licensed to issue title insurance in those additional states/counties requested above.
6. The Company assumes no liability or responsibility for the accuracy of, or any errors omissions in, the information contained on the Starter file Web site. Such information is being provided on an "as is" basis, to provide Starter information for the issuance of new Alamo Title, Chicago Title, Commonwealth Land Title, Fidelity National Title, Lawyers Title or Ticor Title insurance policies.
7. UNAUTHORIZED OR FRAUDULENT ACCESS TO THIS SYSTEM OR TAMPERING WITH ITS CONTENTS IS A FEDERAL CRIME (U.S.C. Â§2510) AND MAY BE PUNISHABLE BY A \$250,000 FINE AND IMPRISONMENT FOR UP TO TWO YEARS.
8. Property Insight has the right at any time to change or discontinue any aspect or feature of the StarterSearch Site.
9. Customer may use the StarterSearch Site for lawful purposes only. You may not post or transmit through the StarterSearch Site any material which violates or infringes in any way upon the rights of others, or which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, obscene or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Property Insight will fully cooperate with any law enforcement authorities or court order requesting or directing Property Insight to disclose the identity of anyone posting such information or materials.
10. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the StarterSearch Site are registered and unregistered Trademarks of Property Insight and/or others. Nothing contained on the StarterSearch Site should be construed as granting, by implication, or otherwise, any license or right to use any Trademark displayed on the StarterSearch Site without the written permission of Property Insight or such party that may own the Trademark. Your use of the Trademarks displayed on the StarterSearch Site, or any other content on the StarterSearch Site, except as provided in these Terms of Use, are strictly prohibited.
11. Customer use of the StarterSearch Site is at your sole risk. Neither Property Insight, any of its agencies, nor any other party involved in creating, producing or delivering the StarterSearch Site is liable to you for any direct, incidental, consequential, indirect, special or punitive damages arising out of your use of or access to the StarterSearch Site. The StarterSearch Site is provided to you as is without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

12. Property Insight does not warrant that the StarterSearch Site or its contents will be uninterrupted or error free; nor does Property Insight make any warranty as to the results that may be obtained from use of the StarterSearch Site or as to the accuracy, reliability, or contents of any information, service, or product provided through the StarterSearch Site.
13. Property Insight does not assume any responsibility or risk for your use of the StarterSearch Site. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the StarterSearch Site for the reconstruction of any lost data.
14. Customer will indemnify and hold Property Insight, its licensors, content providers, service providers, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by You. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of the information accessed from the StarterSearch Site.
15. These Terms of Use will be governed by the laws of the State of Florida, without regard to its choice of law provisions. Any legal action, suit, or proceeding brought by it in any way arising out of these Terms of Use must be brought solely and exclusively in the federal or state courts of the State of Florida. If any provision of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
16. Property Insight may at any time revise these Terms of Use by updating this posting. You are bound to any such revisions and should therefore periodically visit this page to review the then-current Terms of Use.
17. Customer log-in credentials to Starte Search are provided and are strictly limited to Customer's employees unless specifically approved by FNTG.
18. Starters, programs, databases, manuals and documentation, retrieval methods and formats relating to StarterSearch are and shall remain the property of FNTG. Each deliverable and database compilation is protected by United States copyright laws and international treaty provisions. Customer agrees to treat manuals and documentation provided as part of any deliverable or system as proprietary information of FNTG or its Providers and make them available solely to Customer's employees.
19. In the event that Customer discovers an error, defect or omission in any Title Record, Property Insight's sole obligation, and Customer's exclusive remedy with respect thereto, is to replace such Title Record with a duplicate copy of the applicable record if a better copy of the record is available from the source.