



## **GOLDEN STATE AMC**

**LOCAL APPRAISER NETWORK**

### ***TERMS & CONDITIONS***

#### ***USER AGREEMENT***

#### **REQUIREMENTS**

To access your transaction(s) online, you must have an eligible account and an online password. In addition, you must have the required software.

#### **FEES**

There are no monthly or transaction fees for accessing your transaction(s). Please note that fees may be assessed and billed separately by your internet service provider.

#### **NEW SERVICES**

Golden State AMC may from time to time, introduce new services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

#### **PASSWORD**

You can choose your own password that will give you access to your transaction(s). This password can be changed. Golden State AMC recommends that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and not write it down. You are responsible for keeping your password and account / transaction data confidential.

#### **LIABILITY**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that Golden State AMC is not responsible for any loss, property damage or bodily injury whether caused by the equipment, software, Golden State AMC OR by internet browser providers such as Netscape® (Netscape Navigator browser) and Microsoft® (Internet Explorer browser), OR by Internet access providers OR online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online services, or Internet browser or access software.

#### **CHANGES TO CHARGES, FEES OR OTHER TERMS**

We reserve the right to change the charges, fees or terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement and either send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing participation in the web site. We also reserve the option, in our business judgment, to waive, reduce or reserve changes or fees in individual situations.

## **DISCLOSURE OF INFORMATION**

We understand the need to safeguard your information and records. Golden State AMC maintains standards and procedures to prevent misuse of this information and unauthorized access to your information, accounts, and records. While state and federal law requires some of these procedures, Golden State AMC has implemented additional procedures to assure your personal privacy.

You hereby authorize Golden State AMC to disclose to third parties information you have provided directly or information that Golden State AMC has obtained about your transaction in the following circumstances:

To comply with governmental agency requests, court orders, or subpoenas.

To provide services relating to your transaction or to offer other products and services.

## **OTHER GENERAL TERMS**

In addition to this Agreement you agree to be bound by and will comply with the requirements of the rules and regulations of any funds transfer system and applicable state and federal laws and regulations. We agree to be bound by them also.

Golden State AMC reserves the right to terminate this Agreement and your access to the website, in whole or in part at any time.

Golden State AMC may assign this Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary or affiliate.