

## **ditech on the Move<sup>SM</sup> TERMS AND CONDITIONS**

### **GENERAL**

TotalMove, Inc. ("TotalMove") offers services to you conditioned on your agreement to adhere to the following Terms and Conditions. Please read these Terms and Conditions carefully. By accessing any part of TotalMove's website(s) and/or using any of TotalMove's services either directly or through one or more of TotalMove's marketing partners, you agree to be bound by these Terms and Conditions without modification of any kind.

TotalMove, Inc. provides real estate services through its subsidiary, TotalMove Real Estate, Inc. ("TotalMove Real Estate"), a licensed real estate broker with its corporate headquarters in Shelton, Connecticut. For purposes of these Terms and Conditions, "TotalMove" shall also refer to TotalMove, Inc. and TotalMove Real Estate, collectively. Please review the "Licensing" section on TotalMove's website(s) for information about TotalMove Real Estate's status as a licensed real estate broker. TotalMove's website(s) and/or any related marketing materials provided by or on behalf of TotalMove in any form ("marketing materials") contain information about real estate brokerage referral and other services facilitated by TotalMove. They do not contain all of the terms, conditions, information, benefits, exclusions and limitations that may apply to the products and services that may be made available by TotalMove and/or offered by the real estate professionals participating in the TotalMove network (the "Real Estate Professionals"), and/or the banks, mortgage companies and lenders (collectively, "Lenders") as well as other suppliers participating in the TotalMove network.

All information and descriptions of services contained in TotalMove's website(s) or marketing materials are subject to the terms and conditions contained in the actual contracts or program enrollment forms of such Real Estate Professionals, Lenders and/or other suppliers participating in the TotalMove network. TotalMove makes no representations or promises as to the tax consequences of any transaction described or otherwise referred to in its website(s) or marketing materials. TotalMove reserves the right to modify or discontinue any product or service or a portion or attribute thereof, or the offering of any information, product or service with or without notice to you. TotalMove shall not be liable to you or any third party should TotalMove exercise its right to modify or discontinue any product or service.

You understand and agree that by submitting a request for more information from a Real Estate Professional, Lender or other supplier participating in the TotalMove network, you are extending an express invitation for them to contact you by telephone at the numbers you have provided, and you hereby consent to any such calls even if your phone number is on the Do Not Call list. You further understand and agree that these Real Estate Professionals, Lenders and/or other suppliers may keep the information you submit whether or not you purchase a product or service from them or otherwise complete a transaction with them. By saving your information with TotalMove and/or submitting a request for products or services from Real Estate Professionals, Lenders or other suppliers participating in the TotalMove network, you give TotalMove permission to contact you by telephone to remind you of any deadlines or issues in connection with any such requests even if your phone number is on the Do Not Call list. In addition, you consent to receive e-mails from TotalMove regarding TotalMove products or services and/or from any Real Estate Professional, Lender or other supplier participating in the TotalMove network from which you have requested more information.

### **SECURITY POLICY**

TotalMove takes reasonable and appropriate measures to ensure that your data and transmissions are delivered and disclosed only to such Real Estate Professionals, Lenders and suppliers in accordance with your instructions. However, TotalMove cannot and does not guarantee that such data and transmissions will not be intercepted and/or decrypted by others. Please review the "Privacy Policy" section on TotalMove's website(s) for information about TotalMove's policies regarding the protection and management of any personally identifiable information you share with us.

### **REAL ESTATE BROKERAGE REFERRAL SERVICES**

TotalMove Real Estate provides TotalMove's real estate brokerage referral services. TotalMove Real Estate does not list or sell homes but acts as a referring broker. Independent local licensed real estate brokers perform real estate brokerage activities. Real estate related laws and regulations vary on a state-by-state basis. The services may be available on modified terms, or may be prohibited, in certain jurisdictions. The services may vary by region or state. Other restrictions may apply.

TotalMove Real Estate acts as a referring broker by referring you to a local licensed real estate broker. For its services, TotalMove Real Estate receives a real estate brokerage referral fee of up to 35% of the local licensed real estate broker's commission. Your use of TotalMove's website(s) and/or TotalMove Real Estate's services constitutes your agreement with this compensation arrangement. Cash and/or other incentives (such as gift certificates, points or mileage incentives) are only available to customers who buy or sell their home through a Real Estate Professional initially referred by TotalMove Real Estate where the sales or purchase price is equal or greater to \$100,000. Offers for incentives may not be combined with any other offer made by TotalMove Real Estate or any of the Real Estate Professionals, Lenders or other suppliers participating in the TotalMove network. Such incentives may not be available to some buyers in certain jurisdictions. Certain States, including Alabama, South Dakota and Tennessee, require that incentives be given as either a credit at closing or as a reduction of your real estate commission at or prior to the closing of your real estate transaction. No incentives are permitted in any form for consumers in the following States: Alaska, Iowa, Kansas, Louisiana, Mississippi, Missouri, New Jersey, Oklahoma and Oregon. You hereby agree that all of the information you have provided or will provide in your real estate broker referral request form and in connection with the referral program is true and complete. You authorize TotalMove to forward your information to its network of Real Estate Professionals.

### **MORTGAGE RELATED SERVICES**

TotalMove, Inc provides TotalMove's mortgage related services. TotalMove is not a lender and does not make loans or make credit decisions in connection with loans. Participation in TotalMove's real estate broker referral program is not conditioned on the purchase of any loan product from any Lender.

TotalMove does not endorse or recommend the loan products of any particular Lender participating in the TotalMove network. TotalMove is not an agent either of you or any participating Lender. TotalMove's services are administrative and consultative only. You should rely on your own judgment in deciding which available loan product best suits your needs and financial means. The Lender is solely responsible for its services to you, and you agree that TotalMove shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services.

You hereby agree that all of the information you have provided or will provide in your loan request form is true and complete. You understand that Lenders may keep this loan request form, whether or not you are qualified for a loan with them.

The mortgage related services provided by TotalMove are available only in connection with mortgage loans made on real property located in the fifty states and the District of Columbia unless otherwise specified. Loans may only be made to residents of, or secured by real property located in, states where participating Lenders are licensed or authorized to make such loans. Lenders are not attempting to make loans outside of their authorized states or country by participating in and offering their products through the TotalMove network. TotalMove and/or participating Lenders expressly reserve the right to discontinue, suspend or terminate the offering of any loan product or mortgage related services in any specific state. TotalMove does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any participating Lender. Loan approval standards are established and maintained solely by individual Lenders. Likewise, TotalMove does not guarantee that the loan terms or rates offered and made available by participating Lenders in the TotalMove network are the best terms or lowest rates available in the market. Unless expressly stated in writing, nothing contained in TotalMove's website(s) or marketing materials shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. TotalMove does not charge you a fee to use our mortgage related services. Participating Lenders pay TotalMove a fixed monthly fee for participating in the TotalMove network. Your use of TotalMove's website(s) and/or TotalMove's mortgage related services constitutes your agreement with this compensation arrangement.

By completing and submitting the loan request form, you understand and agree that you are inquiring as to a lending product with each of the Lenders to whom your loan request is transmitted.

#### HOME INSPECTION, HOME WARRANTY, SECURITY, UTILITY AND VAN LINE SERVICES

TotalMove's home inspection, home warranty, security, utility, van line and other related services are provided by third party suppliers that participate in the TotalMove network. Participation in TotalMove's real estate broker referral program is not conditioned on the purchase of any services from such suppliers. TotalMove does not endorse or recommend the products or services of any particular company referred to in TotalMove's website(s) or marketing materials or otherwise participating in the TotalMove network. You should rely on your own judgment in deciding which available services best suit your needs and financial means.

#### SERVICE GUARANTEE

TotalMove provides the following Service Guarantee to customers who buy or sell their home through a Real Estate Professional referred to them by TotalMove Real Estate. If you are not completely satisfied with any part of the services provided by TotalMove, due to causes not beyond the reasonable control of TotalMove, TotalMove will pay for your full-service van line costs, up to a maximum value equal to 1% of the purchase or sale price of your home, provided that you provide TotalMove with oral notice of your complaint immediately and written notice within 7 days and an opportunity to make you completely satisfied. As a condition of this Service Guarantee, you must use the TotalMove full-service van line network and will be required to provide TotalMove with a copy of your van line invoice, and any other required documentation. Where permissible, the cash incentives and/or the value of other non-cash incentives described above under the heading "Real Estate Brokerage Referral Services" will first be applied against the TotalMove Service Guarantee.

#### COPYRIGHT AND TRADEMARK NOTICES

All contents of these Terms and Conditions are: Copyright © 2005 TotalMove, Inc., and/or the Real Estate Professionals, Lenders and/or other suppliers participating in the TotalMove network, One Greenwich Place, Shelton, Connecticut 06484, U.S.A. All rights reserved. TotalMove is a service mark of TotalMove, Inc. Other product and company names mentioned herein, including the names of Real Estate Professionals, Lenders and/or other suppliers participating in the TotalMove network, may be the trademark of their respective owners.

#### DISCLAIMERS AND LIMITATIONS

TotalMove intends that the information contained in its website(s) and marketing materials be accurate and reliable; however, errors sometimes occur. In addition, TotalMove may make changes and improvements to such information at any time. TOTALMOVE'S PROGRAM AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." TOTALMOVE AND/OR ITS REAL ESTATE PROFESSIONALS, LENDERS, OR OTHER SUPPLIERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO SUCH PROGRAM AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. USE OF THIS PROGRAM AND/OR TOTALMOVE'S SERVICES IS AT YOUR OWN RISK. TOTALMOVE AND/OR ITS REAL ESTATE PROFESSIONALS, LENDERS, OR OTHER SUPPLIERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF SUCH PROGRAM AND/OR TOTALMOVE'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE PROGRAM, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED WITH RESPECT THERETO, OR OTHERWISE ARISING OUT OF THE USE OF TOTALMOVE'S WEBSITE(S), WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TOTALMOVE AND/OR ITS REAL ESTATE PROFESSIONALS, LENDERS, OR OTHER SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### INDEMNITY

As a condition of use of TotalMove's services, you agree to indemnify TotalMove and its Real Estate Professionals, Lenders and other suppliers participating in the TotalMove network from and against any and all liabilities, expenses (including attorneys' fees) and damages as they may be incurred arising out of claims resulting from your use of such services, including without limitation any claims alleging facts that if true would constitute a breach by you of these Terms and Conditions.

#### LINKS TO THIRD PARTIES

TotalMove's website(s) may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. TotalMove does not operate or control in any respect any information, software, products or services available on such websites. TotalMove's inclusion of a link to a website does not imply any endorsement of the services or the site, its contents, or its sponsoring organization. In addition, TotalMove is not responsible for the security practices of those third party websites.

#### ERRORS AND DELAYS

TotalMove is not responsible for any errors or delays in responding to a real estate broker referral request form or loan request form caused by an incorrect e-mail address provided by you or other technical problems beyond our reasonable control.

#### OTHER TERMS AND CONDITIONS

These Terms and Conditions constitute the entire agreement between you and TotalMove and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and TotalMove with respect to the TotalMove program and any information, software, products and services associated with it. TotalMove reserves the right to make any changes and corrections to these Terms and Conditions without prior notice to you. These Terms and Conditions shall be subject to and construed in accordance with the laws of the State of Massachusetts, excluding its conflict of laws principles. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts in Boston, Massachusetts in all disputes arising out of or relating to these Terms and Conditions and/or the use of TotalMove's services. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms and Conditions shall continue in effect. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE RETAIN A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.