

EXTERNAL-FACING SERVICES POLICY

This External-Facing Services Policy (“Policy”) applies to services offered by ICE Mortgage Technology, Inc. (“ICE MT”) to the extent a customer uses them to contact or make materials available to third parties (the “External-Facing Services”).

Article I: Restrictions. In addition to any other usage restrictions in an agreement governing a customer’s use of the External-Facing Services, customers must comply with all laws, regulations, and administrative or judicial orders applicable to the External-Facing Services or a customer’s use thereof, and may not use or permit use of External-Facing Services to do the following:

- 1.1 Display, store, process, or distribute inappropriate material, including material that:
 - violates or encourages conduct that would violate any applicable federal, state, or local laws or regulations;
 - infringes or misappropriates a third party's intellectual property or proprietary rights;
 - is deceptive, false, unethical, or misleading (including material that implies it is endorsed by ICE MT);
 - is deceptive or intended to defraud or mislead any party, including without limitation ICE MT; or
 - is abusive, inflammatory, discriminatory, obscene, profane, invasive of another’s privacy, or defamatory.
- 1.2 Generate, send, or facilitate unsolicited commercial email (i.e., spam), including by:
 - sending email in violation of the CAN-SPAM Act or any other applicable antispam law or regulation;
 - misrepresenting or obscuring the source or subject of an email;
 - emailing a third party that has requested to be removed from a mailing list;
 - emailing a third party without prior consent (if required by applicable law or regulation or email provider); or
 - disclosing personal information to a third party, including the email address of any person, without such person's knowing and continued consent to such disclosure.
- 1.3 Generate, send, or facilitate calls, artificial or prerecorded voice messages, text messages, faxes, or push notifications in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Truth In Caller ID Act, or any other applicable law or regulation, including by:
 - recording calls without notifying and obtaining the prior consent of the called party;
 - ignoring applicable calling time restrictions; or
 - sending any such communication to a third party without prior consent (if required by applicable law, regulation, or industry standard, including requirements regarding clear and conspicuous one-to-one consent that covers logically and topically related activity) or after receiving a “do not call” or “stop” or similar request.
- 1.4 Originate or knowingly transmit any call or message in violation of the TRACED Act, the FCC’s implementing regulations thereunder, or any other applicable law or regulation. Without limiting the foregoing, a customer:
 - must not mislead recipients of any call, text, email, or other message as to the customer’s identity, including without limitation by creating a false caller ID (e.g., ID spoofing), forging addresses or headers, or fraudulently undertaking other technical measures to misrepresent the origin or identity of the sender or caller; and
 - shall promptly respond to a request for information about robocalls that have been sent to a downstream provider or received by a consumer from a traceback administrator authorized by the USTelecom Industry Traceback Group, ICE MT, or any applicable law enforcement or regulatory authority.
- 1.5 Harass third parties.
- 1.6 Violate any applicable generally accepted industry usage standards or trade association guidelines, including guidelines published by the CTIA and the Mobile Marketing Association.
- 1.7 Tamper with, interfere with, or disrupt the integrity or performance of any third-party server or data contained therein.
- 1.8 Alter or remove any copyright, trademark, or other proprietary rights notices.
- 1.9 Facilitate the sale of products or services that are prohibited under applicable law.
- 1.10 Perform auto-dialing or “predictive dialing.”
- 1.11 Engage in any other fraudulent, unlawful, or malicious conduct, or any conduct designed or intended to circumvent any of the provisions of this Policy.

Article II: Violations. A customer’s violation of this Policy will be considered a material breach of any agreement governing the customer’s use of the External-Facing Services, and ICE MT may exercise all remedies provided in such agreement, at

law, or in equity for such breach, including without limitation termination of a customer's agreement or any service thereunder. ICE MT reserves all rights to respond to violations of this Policy to the fullest extent permitted under applicable law, including the right to cooperate with appropriate legal authorities in investigating claims of illegal activity. Without limiting ICE MT's other rights and remedies, if a customer breaches this Policy, ICE MT may suspend such customer's access to the applicable External-Facing Service, remove any offending material, or block any calls or messages from an offending originator, provided that ICE MT will provide notice and a reasonable period of time to cure before exercising such remedies unless providing such notice or cure period will cause ICE MT harm because of the nature of the customer's breach or applicable law requires immediate suspension. Additionally, third parties that provide the telecommunications, text messaging, and email functionalities of the Services, in their sole discretion, may levy fines because of a customer's breach of this Policy that also results in a breach of one of their policies, and payment of any such fines will be the customer's sole responsibility.

Article III: U.S. Digital Millennium Copyright Act. Each customer must (a) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the "DMCA"), (b) publicly display a description of its notice and takedown process under the DMCA on its instance of the External-Facing Services, and (c) comply with that description. If ICE MT receives a notice alleging that material on a customer's instance of an External-Facing Service infringes another party's intellectual property, ICE MT may disable that instance or remove allegedly infringing material. If ICE MT receives more than one such notice for the same customer, ICE MT reserves the right to terminate such customer's subscription to the applicable External-Facing Service.

Article IV: Modifications. This Policy is subject to modification at ICE MT's discretion upon posting of an updated version at <https://www.icemortgagetechnology.com/agreements>; provided however, that any updates to this Policy that impose new material obligations or restrictions on an existing customer will not apply to such customer until that customer's next renewal term for any External-Facing Service.