

ICE MT MARKETPLACE TERMS AND CONDITIONS

1.1 Terms of Use for the ICE MT Marketplace. ICE Mortgage Technology, Inc. (“ICE MT”, formerly Ellie Mae, Inc.) requires that you (“You” or “Your”) carefully read, understand, and agree to the following Terms and Conditions (the “T&Cs”) of the ICE MT Marketplace (the “Marketplace”). By accessing, browsing, or using the Marketplace, You accept and agree to be bound by these T&C’s. If You do not agree to these T&C’s, You are not authorized to access or use the Marketplace.

The Marketplace provides You an introduction to ICE MT’s partners’ (“Partner”) and their Encompass integrated solutions and enables You to request more information from ICE MT’s Partners about them and their solution(s) advertised on the Marketplace. If You elect to connect with a Partner, ICE MT shall use its commercially reasonable efforts to transmit Your contact information to the specified Partner for Partner’s marketing and promotion of the selected Partner solution to You. By choosing to submit Your Contact Information, You consent to ICE MT’s transmission of Your contact information and to the Partner contacting You via the means elected.

ICE MT does not endorse or recommend the products of any particular Partner. ICE MT’s services provided to You via the Marketplace are only administrative. The Partner is solely responsible for its compliance with applicable law when contacting You and for the solution, if any, they provide to You. ICE MT is not responsible for any delays or errors from or by a Partner in responding to Your request for information or for Partner’s actions or failures that may follow after Your contact information is transmitted to Partner. You agree that ICE MT shall not be liable for any damages or costs arising out of or in any way connected with Your contact from or use of Partner’s solution(s).

You understand that ICE MT may keep a record of Your request for information from a Partner for internal marketing and analytics and by requesting ICE MT to transmit Your contact information You are providing express written consent for the retention of the same. Pursuant to the contracts between ICE MT and Partner, ICE MT may also receive information from Partner regarding your request for information and Your use of Partner’s solutions. You understand that Partner may keep Your contact information, if submitted, and any other information provided by ICE MT in the processing of Your request, whether or not You choose to purchase and/or use the Partner Solution. You agree to notify any particular Partner directly if You no longer want to receive communications from it or would like to request a copy of or deletion of Your information from its records.

ICE MT operates the Marketplace and shall have the right at any time to change or discontinue any aspect or feature of the Marketplace and the right to modify the T&C’s, or any part thereof, applicable to users of the Marketplace. Such changes, modifications, additions, or deletions shall be effective immediately upon posting on the Marketplace. Any use by You of the Marketplace or the services offered in or through the Marketplace shall be deemed to constitute acceptance of such changes.

1.2 No Additional Fees. There is no cost to You to access and use the Marketplace or for ICE MT’s service of connecting You with a specified Partner. There may be costs associated with Your purchase or use of Partner’s solution, which will be governed by Your contract with Partner for its solution(s).

1.3 Disclaimers and Liability. ICE MT intends that the information contained in the Marketplace be accurate and reliable; however, Partners are solely responsible for their content. The information is subject to change without prior notice and changes, modifications, additions, or deletions to the information provided in the Marketplace are provided “as is” without warranty of any kind, implied, express or otherwise. Under no circumstances will ICE MT be liable for any loss or damage caused by Your reliance on information obtained from the Marketplace. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, or content available on the Marketplace or provided by a Partner.

ICE MT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MARKETPLACE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF ICE MT HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF ICE MT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF ICE MT AS EXPRESSLY SET FORTH HEREIN. ICE MT IS NOT RESPONSIBLE FOR ANY FAILURE OF YOU, THE PARTNER OR THE PARTNER’S SOLUTION.

- 1.4 Indemnity.** As a condition of Your access and use of the Marketplace, You agree to indemnify ICE MT and its officers, directors, employees, shareholders, and representatives, from and against all claims, causes of action, liability, damages, costs and expenses (including reasonable attorneys' fees) arising out of claims resulting from Your use of the Marketplace.
- 1.5 Limitation on Damages.** In no event will ICE MT have any liability to You in excess of compensatory damages. You waive any claim to consequential, punitive or exemplary damages.
- 1.6 Links to Partners Websites.** The Marketplace may contain links to websites maintained by ICE MT's Partners or other third parties. Such links are provided for your convenience and reference only. ICE MT does not operate or control information available on such websites and the inclusion of a link does not imply any endorsement of the Partner, its services, or the website or its contents.
- 1.7 Additional Terms.** <https://icemortgagetechnology.com/privacy-policy> and <https://icemortgagetechnology.com/terms-of-use> are each incorporated into these T&Cs.