



## **BoldMortgage Product Addendum**

Updated: February 1, 2021

Customer's use of the BoldMortgage Subscription Service ("Service") is subject to the terms of this Addendum. In the event of a conflict between the terms of this Addendum and the terms of the Propertybase Master Services Agreement (found at <https://www.propertybase.com/legal-notice>), the Subscription Order Form, or any other Addendum, the terms of this Addendum shall control.

1. **Account Security.** To use the Service, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Service; and (iii) register for and use the Service in compliance with any and all applicable laws and regulations.
2. **Account Registration.** Using the Service requires an account (the "Account"). When you register for your Account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a username and password ("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from the Company for any purpose. You are solely responsible for maintaining the confidentiality and security of your Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us.
3. **Payment.** You understand that prior to the Company providing the Service, you are required to choose a Subscription Plan, enter into a Subscription Order Form, and pay all fees listed in your Subscription Order Form, including a Setup fee.

By starting your Subscription Plan, you authorize us to charge fees per the terms of your Subscription Order Form, and any other charges you may incur



in connection with your use of the Service. You will be automatically charged each month, or, in the case of a prepaid plan, per the terms of such plan, for your ongoing use of the Service. All prices are payable in USD, and all payments are non-refundable. You are responsible for paying any applicable taxes. If you fail to pay the full amount due for any or all of the Service, the Company may, at its sole discretion in accordance with and subject to any applicable law, suspend any or all of the Service.

**Please carefully review the Billing Terms below, which contains detailed information regarding how we charge you for the Service, how we handle payment disputes, how to cancel or renew your subscription, and other topics related to payment.**

4. **Imported Leads.** You represent that any information related to potential buyers and sellers of real estate (“Leads”) that you upload, import, or post to the Service was collected and at all times used in compliance with all applicable data privacy and security laws, including with respect to notice and consent requirements. You understand and acknowledge that such Leads may be used by the Company for any purpose at any time, including after you cease using the Service and/or your subscription terminates.
5. **Access to Loan and Borrower Data.** As an optional add-on, the Service provides the ability to integrate with Customer’s Loan Origination System (LOS). In order to ensure that all loan and borrower data in the product is available, accurate and current, Customer agrees to provide Company access to all required Loan Folders in the Customer’s LOS. Customer acknowledges that Company shall have no liability for inaccurate or incomplete loan and borrower data and the data in the Service may be inconsistent with the data available in the LOS if access to the data is not available or is restricted. The privacy and use of loan and borrower data is protected by state and Federal law. Company agrees to comply with all state and Federal law governing the privacy and use of loan and borrower data. Company further agrees to notify Customer not later than 10 (ten) days after discovery of a data breach of Company’s loan and borrower data.

## **Billing Terms**

1. **General.** Upon signing, dating, and returning your Subscription Order Form, the Service will commence and all corresponding payments, as set forth in the Subscription Order Form, will be due and owing, including a one-time Setup fee to set up your account (your "Account"). All prices are payable in USD, and all payments are non-refundable.
2. **Payment Instrument.** All payments must be made using a valid credit or debit card issued by American Express, MasterCard, Discover or Visa, which must be kept on file with your Account (your "Payment Instrument"). Checks, cash, and electronic funds transfer are not accepted methods of payment. You are required to keep your Payment Instrument details and contact information current. Should you need to update your payment or contact details, you are required to contact the Company's Billing Department at 844-413-1615 or [billing@boldleads.com](mailto:billing@boldleads.com). By providing your Payment Instrument to the Company, you certify that you are an authorized user of the card.
3. **Billing Cycle.** You authorize the Company to bill your Payment Instrument in advance on a periodic basis for the amounts set forth in your Subscription Order Form, and you agree to pay any charges so incurred, until the end of the Subscription Plan term (the "Subscription Term") set forth in your Subscription Order Form. Billing periods typically begin on the day of the month in which your Account was activated ("Billing Date"). Payment Instruments are automatically charged at the beginning of each billing period on the Billing Date. Invoices and payment receipts are available upon request by contacting the Company's Billing Department at 844-413-1615 or [billing@boldleads.com](mailto:billing@boldleads.com).

Failure to make full and complete payment by the Billing Date may result in fees, charges, and assessments, as set forth in Section 6 (Fees) below. If you fail to make payment on your Billing Date, or if your Payment Instrument is declined, your access to your Account will be temporarily suspended until your balance is paid in full. The Company will attempt to charge the Payment Instrument on file for 60 calendar days. If your Account remains delinquent for 60 calendar days, the Account will be cancelled and turned over to a third-party collection service. You will not be able to recover any files until the Account is reinstated by paying off any remaining balances.

4. **Cancellation.** At the end of the Subscription Term, your Account will automatically convert to a month-to-month plan at then-current pricing, unless you a) sign a new Subscription Order Form, or b) send written notice

of cancellation to support@boldleads.com no more than 30 days and no less than 10 days prior to the end of the Subscription Term and receive an email response acknowledging your cancellation request. In the event your Account converts to a month-to-month plan, you may cancel at any time by sending written notice of cancellation to support@boldleads.com, in which case, your Account will be closed on the last day of the billing period in which you submitted the cancellation request.

If you cancel your Account prior to the end of the Subscription Term, or if we cancel your Account due to a violation of the Master Services Agreement, this Product Addendum, or the Privacy Policy, no refunds will be issued, all outstanding payments will remain due, and we will continue charging the monthly payments to your Payment Instrument for the remainder of the Subscription Term. Alternatively, you may pay an early cancellation fee, plus any outstanding payments, in a lump sum payment due immediately, in which case your Account will be closed on the last day of the billing period in which the early cancellation fee was paid. If we agreed to waive the onboarding fee in exchange for your commitment to a longer Subscription Term, early cancellation will result in the reinstatement of that fee.

All outstanding payments must be paid in full upon cancellation of an Account. All cancelled Accounts with an outstanding balance may be automatically turned over to a third-party collection service, subject to the fees, charges, and assessments set forth in Section 6 (Fees) below. Data will be stored for no longer than 90 days post cancellation.

5. **Fees.** The Company does not anticipate that you will fail to pay for the Service on a timely basis, and we do not extend credit to our customers. In the event you fail to make full and complete payment by the Billing Date, you may be subject to the following fees, charges and assessments:
  - Any payments that are past due will incur an interest charge at a rate equal to the lesser of (i) 1.5% per month or (ii) the maximum interest rate allowed by applicable law.
  - Any payments that are 10 days or more past due will incur an interest charge at a rate equal to the lesser of (i) 10% per month or (ii) the maximum amount allowed by applicable law.

- In the event the Company receives a chargeback from a credit card company or bank on your behalf, the Company may assess you a \$50.00 processing fee for each individual chargeback.
- In the event the Company uses a third-party collection service or attorney to collect money owed to us by you, the Company may assess you a \$15.00 processing fee, and you will be charged all reasonable costs and fees associated with such a collection, including, but not limited to, any third-party collection service's fees, reasonable attorneys' fees, and arbitration or court costs.

Any fees, charges, or assessments resulting from late payment or nonpayment will be considered liquidated damages intended to be a reasonable advance estimate of our costs resulting from such late payment or nonpayment. These costs will be difficult to calculate or to predict when we set such fees, charges and assessments, because we cannot know in advance whether you will pay for the Service on a timely basis, if ever, and what costs we will incur as a result of your late payment or nonpayment.

6. **Billing Disputes.** To dispute any charge related to the Service, you must contact the Company in writing at [support@boldleads.com](mailto:support@boldleads.com), or submit a ticket from your Account, within 30 days after the disputed charge is first incurred. You agree to refrain from disputing the charge with your credit card company or bank for 30 days after reporting the dispute to the Company, to allow the Company the opportunity to resolve the dispute. Should the Company receive a chargeback from a credit card company or bank on your behalf before the Company has been given 30 days to resolve the issue, the Company has the right to collect on the rendered services and any payments associated with the dispute.

In the event the Company receives a chargeback from a credit card company or bank on your behalf, the Company will immediately suspend the Account pending the outcome of the dispute. Regardless of the outcome of the chargeback, the Company retains the right to collect on any rendered services or payments outstanding, and the Account may be turned over to a third-party collection service.

If technical problems caused by the Company, as determined in the Company's sole reasonable discretion, prevent or unreasonably delay



delivery of the Service, your exclusive and sole remedy is either replacement of the Service or refund of the last monthly payment.