



**TITLE GUARANTY
HAWAII**

Title Guaranty of Hawaii Terms of Use

LAST UPDATED AUGUST 15, 2021

These Terms of Use (the “Terms”) apply to websites, online platforms, and mobile applications (collectively, the “Sites”) in the control of Fidelity National Financial, Inc., its successors and assigns, and its majority-owned subsidiary companies (“we,” “us,” “our,” and “FNF”).

As a condition of accessing or using the Sites, you acknowledge that you have read and understand these Terms and that the Terms are a legal contract between you and FNF governing your use of the Sites. You also agree to be bound by any rules and policies published on the Sites. By accessing or using the Sites, you also certify that you are at least 18 years of age, reside in the United States, and that, if you are acting on behalf of another person, you are authorized to do so. The information and materials contained in the Sites are for marketing and information purposes only and are not intended to be a complete disclosure about FNF and its business, products, or services. For further information regarding FNF please see our SEC filings within the Edgar Database at U.S. Securities and Exchange Commission: <http://www.sec.gov>.

READ THE TERMS CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SITES. USE OF THE SITES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITES.

Use of the Sites

We grant you a non-transferable, non-exclusive, limited license to access and use the Sites solely in connection with viewing the Sites for your personal or internal business purposes. Unless you have explicit written permission, you must not reproduce, modify, rent, lease, sell, trade, distribute, transmit, broadcast, publicly perform, create derivative works based on, or exploit for any commercial purposes, any portion, use of, or access to, the Sites (including User-Created Content, advertisements, APIs, and software). You may access and use the Sites only for lawful purposes and in accordance with these Terms.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and FNF as a result of these Terms or use of the Sites. You agree not to hold yourself out as a representative, agent, or employee of FNF, and that FNF shall not be liable for any representation, act, or omission by you.

The Sites are intended only for use by U.S. residents. We make no claim that the Sites or their contents are accessible or appropriate outside the United States. The Sites may not be used by any person or entity in any jurisdiction or country where any such distribution or use would be contrary to local law or regulation. Not all products and services are available in all areas, and your eligibility for any particular product or service is subject to the final approval and acceptance of FNF. FNF may discontinue or make changes to the information, products, or services described in the Sites at any time without prior notice.

You are solely responsible for providing the equipment needed to access the Sites. You are responsible for ensuring that all persons who access the Sites through your internet connection are aware of these Terms and comply with them.

By accessing or using the Sites, you agree that you will comply with all applicable laws and will not:

- (a) Copy any portion of the Sites or use any tool, device, or process (manual or automatic) to gather, extract, monitor, or copy any information contained within the Sites;
- (b) Access or obtain, or attempt to access or obtain, any personal, nonpublic, or confidential information contained within the Sites which you are not authorized to access or obtain;
- (c) Access or attempt to access any portions of the Sites which are password-protected, secure, or nonpublic areas of the Site that you are not authorized to access;
- (d) Send, expose, disclose, reveal, or share nonpublic private information through the Sites without the express written consent of the owner of the information;
- (e) Remove or conceal any proprietary notices from the Sites;
- (f) Modify, create derivative works, translate, reverse engineer, decompile, hack, disassemble, or in any way exploit the Sites, or any contents or any other elements contained or offered by the Sites;
- (g) Use the Sites for the benefit of any third party or in any manner not permitted by the licenses granted herein;
- (h) Interfere with the operation of the Sites, the server(s) on which the Sites are stored, or any associated server, computer, or database, or others' enjoyment or use of the same;
- (i) Place any software, code, or communication, such as cookies, spyware, robots or viruses, or other malicious or technologically harmful material, on the Sites;
- (j) Access, create, or modify source, object, or other code of the Sites in any way;
- (k) Create, post, display, publish, or distribute any link to any page of the Sites;
- (l) Use the Sites to, or in any way that would, violate any applicable local, state, national, or international law, regulation, ordinance or practice having the force of law;
- (m) Use the Sites to exploit or harm, or attempt to exploit or harm, FNF or others;
- (n) Send, knowingly receive, upload, download, use, or re-use material that does not comply with the User-Created Content Standards set out in the following section;
- (o) Transmit or procure the sending of any advertising or promotional material, including any "junk mail," "chain letter," "spam," or similar solicitation;
- (p) Advertise or offer to sell any goods or services for any commercial purpose;
- (q) Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- (r) Impersonate or attempt to impersonate FNF, its employees, or anyone else;
- (s) Engage in any other conduct that we, in our sole discretion, determine may harm FNF or users of the Sites, or expose FNF or them to liability; and
- (t) Use any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any material from the Sites.

If you violate any of the terms of this Section, your permission to use the Sites automatically terminates.

User-Created Content Standards

Portions of our Sites might allow you to post, link, store, share, and otherwise make available certain information, feedback, text, graphics, videos, or other material (“User-Created Content”). You are authorized to post User-Created Content to the Sites only for the purpose of conducting business with FNF. You are responsible for the User-Created Content that you post to the Sites, including its accuracy, legality, reliability, and appropriateness.

Such User-Created Content that you post may not:

- (a) Contain defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable material;
- (b) Promote sexually explicit or pornographic materials, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (c) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any person, including rights of publicity and privacy;
- (d) Contain any material that could give rise to any civil or criminal liability under applicable laws, regulations, ordinances, or practices having the force of law, or otherwise conflict with these Terms or our [Privacy Notice](#);
- (e) Be likely to deceive FNF or anyone else;
- (f) Promote illegal activity or an unlawful act(s);
- (g) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy FNF or anyone else; or
- (h) Impersonate any person, or misrepresent your identity, affiliation with, or endorsement by, any person or organization.

By posting User-Created Content to the Sites, you grant FNF the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User-Created Content, in whole or in part, in any manner and for any purpose, and in any format or medium now known or later developed, at FNF’s sole discretion. Such right and license are irrevocable, nonnegotiable, perpetual, transferable, non-exclusive, fully-paid, worldwide, and royalty-free.

By submitting User-Created Content, you represent and warrant that: (i) you are at least 18 years old; (ii) the User-Created Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; (iii) the posting of your User-Created Content on or through the Sites does not violate any law, or the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person; (iv) the User-Created Content does not contain personal, confidential, or proprietary information; (v) the User-Created Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and (vi) the User-Created Content is not known by you to be false, inaccurate, or misleading.

If you violate any of the terms of this Section, your permission to use the Sites automatically terminates.

FNF has the right, but accepts no obligation, to monitor and delete User-Created Content posted on the Sites for any or no reason. We do not undertake to review material before it is posted on the Sites, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, FNF shall not be liable for any action or inaction regarding transmissions,

communications, or content provided by any user or third party, and that FNF shall not be liable or responsible to anyone for performance or nonperformance of the activities described in this section.

Monitoring and Enforcement

We have the right, but not the obligation, to:

- (a) Remove or refuse to post any User-Created Content for any or no reason in our sole discretion;
- (b) Take any action with respect to any User-Created Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User-Created Content violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or the public, or could create liability for FNF;
- (c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites;
- (e) Terminate or suspend your access to all or part of the Sites for any or no reason; and
- (f) Cooperate fully with any law enforcement authorities (with or without court order, subpoena, or legal process) or with a court order, subpoena, or legal process from any third party, requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Sites. **YOU WAIVE AND HOLD HARMLESS FNF AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FNF AND/OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

Privacy

We respect and are committed to protecting your privacy. Certain Sites may collect personal information from you to provide the services and products you have requested from us. You should only provide personal information where specifically requested within the Sites. You are responsible for the personal information that you enter or transmit on the Sites. Personal information entered in portions of the Sites intended to collect that information is not considered User-Created Content, and, as between you and FNF, you remain the owner of your personal information. Our use of personal information is governed by the provisions of our [Privacy Notice](#). We recommend that you read the [Privacy Notice](#) prior to submitting your personal information on the Sites. You consent to FNF's collection, use, and disclosure of personal information as described in the [Privacy Notice](#). You are fully responsible for ensuring that you restrict entry of personal information only to the portions of the Sites intended to collect that information. You are fully responsible for ensuring that personal information you submit is accurate, current, and complete; that you submit only your own personal information or have obtained permission from the owner of personal information you submit on that owner's behalf; and that you and anyone whose personal information you submit are over the age of eighteen (18). If you are under the age of 18, please do not create a user account or send any personal information about yourself. If we

learn we have collected personal information from a child under 13, we will delete that information.

Accounts

You may be required to obtain a user account to access certain Sites. When you create an account with us, you must provide us information that is accurate, complete, and current. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Sites.

You are responsible for safeguarding your username, password, and other log-in information (e.g., answers to security questions) (“Credentials”) that you use to access the Sites and for any activities or actions under your Credentials. You must immediately log off from your account at the end of each session.

You agree not to disclose your Credentials to any third party. You are solely responsible for all uses of your Credentials, including, but not limited to, any account activity or transactions conducted through the use of your Credentials, whether or not authorized by you.

If you have an existing account with us, your account may be governed by an account or license agreement. If there is any conflict between these Terms and your account or license agreement, the account or license agreement shall govern.

If you become aware of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Credentials, you must immediately notify us by emailing us at webmaster@fnf.com. You must ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Intellectual Property

The Sites and their content, features, and functionality are and will remain the exclusive property of FNF and its licensors. The Sites are protected by copyright, trademark, and other laws of both the United States and foreign countries. Our name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of FNF and its affiliates or licensors. Our trademarks and trade dress may not be used for any purpose without the prior written consent of FNF. You have no right, title, or interest in or to the Sites or any of their contents. All rights not expressly granted are expressly reserved by FNF.

We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Sites infringe your copyright, you may request removal of those materials (or access to them) from the Sites by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), your notice (“DMCA Notice”) must include the following:

- (a) Adequate information by which we can contact you (including your name, address, telephone number, and email address, if available);

- (b) Identification of the allegedly infringing material that is to be removed or disabled, and information reasonably precise to permit us to locate the material (including, if possible, a link to the material);
- (c) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single claim, a representative list of such works;
- (d) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (f) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please include “DMCA Notice” in the RE line.

Our Copyright Agent can be reached at:

Fidelity National Financial, 601 Riverside Ave, Jacksonville, FL 32204 Attn: Compliance Officer-DMCA Notice, via email at copyright@fnf.com, or by phone at 888-714-2710. This email and phone number are only for communications relating to DMCA Notices.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Sites is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If we take measures to remove or disable content in response to a DMCA Takedown Notice, we may attempt to contact the user who uploaded the content to notify them of a claim. Your claim, along with your personally identifying information, may be shared with the user who uploaded the content at issue. It is our policy to document all notifications of alleged infringement on which we act. As with all legal notices, a copy of the notification may be sent to one or more third parties who may make it available to the public.

Counter-Notification. If you are a user of the Sites and content that you have uploaded has been removed or disabled, you may file a counter-notification with us (a “Counter Notice”). To be effective, the Counter Notice must be a written communication sent to the Copyright Agent listed above that includes the following:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- (c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

- (d) Your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located or, if your address is outside the United States, for any judicial district in which FNF may be found, and that you will accept service of process from the person (or agent of that person) who provided the DMCA Notice to the Sites.

The DMCA allows us to restore the removed User-Created Content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that knowingly and materially misrepresenting that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers. FNF disables and/or terminates the accounts of users who repeatedly infringe others' copyrights.

[Links to Other Websites](#)

Our Sites may contain links to third-party websites, which are websites that are not owned or controlled by FNF. These links are provided solely for your convenience. This includes links contained in advertisements, including banner advertisements and sponsored links. A link to a website not maintained or controlled by FNF does not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such website, or any representation regarding the content at such linked websites. FNF has no control over, and assumes no responsibility for, the content, services, products, functionality, representations, privacy policies, or practices of any third-party websites, or any damage or loss caused or alleged to be caused by or in connection with use of or reliance on third-party websites linked to our Sites. If you decide to access any of the third-party websites linked to the Sites, you do so entirely at your own risk. We strongly advise you to read the terms and conditions and privacy policies of any third-party website that you visit.

[Express Written Consent to Receive Communications From FNF](#)

By agreeing to these Terms, you expressly consent to and authorize FNF and its affiliates, agents, and its third-party representatives to use written, electronic, or verbal means to contact you for any reason, including regarding information about services and products, reminders, confirmations, and marketing of any kind, including offers, solicitations, and promotions. This express written consent includes but is not limited to contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, and/or automatic telephone dialing systems. You agree that FNF and its affiliates, agents, and its third-party representatives may, now or in the future, use any email address or telephone number you provide to FNF to contact you for any reason, regardless of whether you incur charges as a result. You expressly agree that such consent may not be revoked at any time for any reason.

[Site Issues](#)

If you detect or discover any issues or failures regarding the operation, function, availability or security of the Sites, please notify us by emailing a description of the issue to webmaster@fnf.com.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason at our sole discretion. Upon termination, your right to use the Sites will immediately cease. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and arbitration provisions.

Indemnification

To the fullest extent allowed by applicable law, you agree to indemnify and hold harmless FNF and its licensee and licensors, and their employees, contractors, agents, officers and directors, affiliates, service providers, successors, and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of your use and access of the Sites, use and access of the Sites by any person using your Credentials, your alleged violation or breach of these Terms, or User-Created Content posted on the Sites.

Limitation of Liability

In no event shall FNF, its directors, employees, partners, agents, suppliers, or affiliates, be liable to you or to any other person for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation, loss of profits, data, use, goodwill, business interruption, or other intangible losses, arising out of or in connection with the Sites, including, without limitation, use, inability to use, or unauthorized use of the Sites, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed or should have known of the possibility of such damage. In no event shall FNF be liable for any losses or damages incurred as a result of a third party's use of your Credentials, whether or not such use is with your knowledge or consent.

Disclaimer

Your use of the Sites is at your sole risk. The Sites are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express, implied, or statutory. FNF expressly disclaims all implied or statutory warranties of merchantability, fitness for a particular use or purpose, quality, non-infringement, or course of performance.

FNF does not warrant that the Sites' function will be uninterrupted, secure, or available or that the Sites are free of errors, defects, viruses, or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Sites for any reconstruction of any lost data. FNF does not warrant that the Sites will be compatible with all browsers, operating systems, hardware and software, or that the Sites will meet your requirements. We do not warrant the accuracy, completeness, or usefulness of information on the Sites. All statements and/or opinions, other than content provided by FNF, are solely the opinions and responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of FNF and we accept no responsibility for ensuring their accuracy.

Exclusions and Limitations

To the extent permitted by law, you and FNF each agree to limit claims for damages or other monetary relief against each other to direct and actual damages or statutory damages, regardless of the theory of liability. This means that neither you nor FNF will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against any other party to the extent that FNF would be required to indemnify that party for such claim. You agree FNF is not liable for problems caused by you or a third party, or by any act of nature. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for damages, so some of the above exclusions or limitations of liability may not apply to you.

To the extent that FNF may not, as a matter of applicable law, disclaim any implied warranty or limits its liabilities, the scope and duration of such warranty and the extent of FNF's liability shall be the minimum permitted under such applicable law, and its aggregate liability under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100).

Dispute Resolution – Arbitration Agreement

(Mandatory Binding Arbitration and Class Action Waiver)

Many customer concerns can be resolved quickly and to the customer's satisfaction by contacting FNF directly regarding the concern. To obtain contact information for a specific department, please go to <https://www.fnf.com/Who-We-Are/Contact-Departments>. Before taking any formal action, you agree to first contact us and provide us your name, address, telephone number, loan or account number, a description of your dispute, all relevant documents, and your proposed resolution. You may only submit such a notice on your own behalf and not on behalf of any other party. If we are unable to resolve your dispute within 30 days of your notice to us, you agree to submit your dispute to binding arbitration or small claims court as set forth in this provision. Please forward your dispute to: Fidelity National Financial, 601 Riverside Ave, Jacksonville, FL 32204 Attn: Legal Department.

Arbitration Agreement: This section of the Terms shall be referred to as the "Arbitration Agreement." The Effective Date of the Arbitration Agreement is August 15, 2021. This Arbitration Agreement may change from time to time, and each change will reflect a new effective date. The operative version of the Arbitration Agreement is the version you last agreed to, or were on notice of. Your Arbitration Agreement starts when you accept these Terms by receiving these Terms as part of a transaction with FNF, use the Sites, activate or use your FNF account, change or pay for a FNF product or service, or otherwise express your agreement.

Definitions: As solely used in this Arbitration Agreement, the terms "we," "us" and "our" mean "us" as defined above, our parent companies, wholly or majority owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods or services in connection with the Terms, if such third party is named as a party by you in any lawsuit between you and us.

Effect of Acceptance: Once accepted this Arbitration Agreement applies to all disputes involving you and FNF, regardless of when the circumstances giving rise to the dispute occurred, including after termination of your use of any FNF service or product. READ THIS ARBITRATION AGREEMENT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND FNF HAVE AGAINST EACH OTHER ARE RESOLVED. It requires the use of individual arbitration rather than jury trials or class actions to resolve disputes and claims (including ones that already are the subject of litigation). Arbitration is more informal than litigation because it uses a neutral arbitrator instead of a judge or jury and allows for less discovery and less appellate review than in court. This Arbitration Agreement shall survive termination of the FNF Terms or termination of your use of any FNF service or product. There is no judge nor jury in arbitration but you and FNF agree that an arbitrator may award you the same damages and relief that you otherwise could recover in a court of law, subject to the limitation of liability herein. You and FNF further agree that the arbitrator must honor the terms of this Agreement. Notwithstanding the foregoing, provided that such action is within the governing jurisdictional limitations, either party may bring a claim on an individual basis only in small claims court or the small claims division of a court of appropriate jurisdiction.

What Claims Are Covered: This Arbitration Agreement governs, to the fullest extent permitted by law, all claims or disputes between You and FNF with no exceptions. References to you or FNF include our respective suppliers, vendors, service providers, or their respective subsidiaries, officers, agents, partners, employees or consultants, predecessors in interest, successors, and assigns. To the fullest extent permitted by law, this Arbitration Agreement includes but is not limited to any and all claims for relief and theories of liability, between you and FNF, whether based on contract, tort, fraud, negligence, regulation or ordinance; claims for relief under any state or federal statutes, including but not limited to: the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, Truth in Lending Act, Real Estate Settlement Procedures Act, and other statutes; claims based on alleged violations of federal regulation or state equivalents, including regulations from the Department of Housing and Urban Development, Consumer Financial Protection Bureau, and Federal Deposit Insurance Corporation; and claims for common law, fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with FNF, any interactions between you and FNF, and/or claims arising from or related to your contract with FNF. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Severance: If any term of this Arbitration Agreement is to any extent unconscionable, invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such unconscionability, invalidity, illegality, or unenforceability; all other terms shall remain in full force and effect.

Types of Relief: All claims between You and FNF, including claims for money damages or for any kind of injunctive, declaratory or non-monetary relief, will be resolved by binding arbitration where permitted by law. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Delegation Provision: You and FNF agree that the arbitrator shall have the power to rule on his or her own jurisdiction, the existence, scope, validity, and arbitrability of this Agreement.

Single Arbitrator: Claims shall be heard by a single arbitrator.

No Class Action in Arbitration: You and FNF agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide, or representative basis. Further, you and FNF agree that the arbitrator may not consolidate proceedings or consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

AAA RULES: The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Agreement. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA Expedited Procedures will govern any dispute. It shall be the expectation of FNF and you that any Final Award in the arbitration shall be entered no more than 120 days after the latter of the filing of the demand for arbitration and the service demand for arbitration on the respondent. While the arbitrator may extend such deadline in exceptional circumstances, the AAA shall not appoint an arbitrator who, at the time of appointment, does not expect to be able to enter a Final Award within this timeframe.

Location of Arbitration: Unless you and FNF agree otherwise, to reduce the burden of arbitration on you, the location of any arbitration shall be in the county of your residence for those customers located within the United States. For customers residing outside of the United States, the location of arbitration shall be Jacksonville, Florida, unless you and FNF agree otherwise. Either or both parties may participate in the proceedings by telephone or video conference.

Cost of Arbitration: AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. At your written request, we will pay all filing, hearing and/or other fees charged by the AAA and arbitrator to you for claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. In addition, the AAA may have a procedure whereby you can seek a waiver of fees charged to you by the AAA and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the AAA's rules or that we are required to pay for this Arbitration Agreement to be enforced.

Governing Law: You and FNF agree that use of the Sites evidences a transaction in interstate commerce. The arbitrator shall apply the law of the State in which you reside to the substantive issues that are at issue in the dispute. If you reside outside of the United States, then the arbitrator shall apply the law of the State of Florida to the substantive issues that are at issue in the dispute. Notwithstanding anything to the contrary, the arbitrator shall apply the laws of the State of Florida and the Federal Arbitration Act to interpret and enforce this Arbitration Agreement

and each of its provisions, including with regard to any issues over acceptance of the terms of the Arbitration Agreement. Judgment on the award rendered may be entered by any court of competent jurisdiction.

Disclosure with Consent of Both Parties: Except as may be required by law, such as through a petition to confirm or a petition to vacate an arbitration award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Time to File Claims: To the greatest extent permitted by law, any cause of action or claim you may have must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claims are permanently barred.

Provision for Settlement Offer in Arbitration: At any time that is 30 days after the filing of the demand for arbitration, the respondent may make a monetary settlement proposal to the party who filed the arbitration (the "Settlement Proposal"). The party who filed the arbitration shall have 30 days to accept the Settlement Proposal, however, the Settlement Proposal can be withdrawn prior to acceptance. In the event that the monetary amount of the Final Award of the arbitrator is less than 50% of the monetary amount in a Settlement Proposal that was available to be accepted by the party who filed the arbitration, then the arbitrator shall award the respondent its attorneys' fees incurred after the Settlement Proposal was made as a Supplemental Final Award. However, the amount of attorneys' fees to be awarded as part of such Supplemental Final Award shall be limited to an amount no greater than the amount equal to 40 hours of attorney time at a rate of \$125/per hour. The award may cover time incurred either by outside counsel and/or in-house counsel. Application for such award shall be made to the arbitrator no more than 7 days after entry of the Final Award and shall be supported by a verified application made by an attorney for the party seeking such award. The arbitrator shall only be made aware of a Settlement Proposal made under this section in the event that application for a Supplemental Final Award under this section is made. This Provision For Settlement Offer in Arbitration shall not be deemed to be a material part of the Arbitration Agreement and shall be severed from the Arbitration Agreement to the extent it is determined to be unconscionable, invalid, illegal, or otherwise unenforceable, in which case all other terms shall remain in full force and effect.

Opt Out: You have the right to opt out of this Arbitration Agreement within 14 days of first accepting it. This means that unless we make any changes to the Arbitration Agreement, you will have only one opportunity to optout of arbitration of any claim between you and FNF. You may exercise this right to opt out of this Arbitration Agreement by writing to us at Fidelity National Financial, 601 Riverside Avenue, Jacksonville, FL 32204, Attn. Terms of Use Arbitration Rejection. Your opt out notice must include your name, address and telephone number; the date you agreed to the terms that your rejection notice applies to; and your signature. Your rejection notice will apply only to this Arbitration Agreement; your rejection notice will not affect any term of any other contract between you and us (including without limitation any prior or subsequent agreement), nor will it change your obligation to arbitrate claims or matters covered by any prior or subsequent arbitration agreement, including each Arbitration Agreement that arises pursuant to the Terms on FNF's Sites which are not the subject of a valid rejection notice. Any opt out received after the opt out deadline (or, in the case of those mailed, postmarked after the opt out deadline) will be invalid.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the state of your residence, without regard to its conflict of law provision, except for the Arbitration Agreement, which will be governed by the Federal Arbitration Act and Florida State law, as provided above. If you reside outside of the United States, then these Terms shall be governed and construed by the laws of the State of Florida without regard to its conflict of laws principles. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms of Use and our Privacy Policy constitute the entire agreement between us regarding our Sites, and supersede and replace any prior agreements, both written and oral, we might have between us regarding the Sites.

Changes to Sites

FNF reserves the right to modify, suspend, or discontinue the Sites at any time and without prior notice to you. Be aware that FNF may make changes to the Sites and the Sites' functionality and content at any time without notice. FNF makes no commitment whatsoever to keep the Sites functioning or updated.

Changes to Terms of Use

We may update the Terms at any time and without prior notice to you. All changes are effective immediately upon posting, but apply only prospectively. The most current version of the Terms is available at <http://www.fnf.com/termsfuse/>. By continuing to access or use our Sites after any revisions to the Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Sites. You should check this page frequently so you are aware of any changes.

Contact Us

FNF is headquartered at 601 Riverside Avenue, Jacksonville, FL 32204. Questions can be submitted to info@tghawaii.com.

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