

PRIVACY POLICY AND TERMS OF USE

PLEASE NOTE THAT YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOU AND THE COMPANY BY WHICH YOU ARE EMPLOYED OR RETAINED AND FOR WHOSE BENEFIT YOU ARE USING THIS SITE AND/OR SERVICES (THE "COMPANY").

This Online Condo/Co-Op Registry Portal (this "Site"), is brought to you by BankUnited, N.A. (the "Bank"). This Site offers access to an array of services and information ("Services"). Such Services includes access to the Bank's various condominiums and co-op housing projects database ("Database") and related functionality, analytics, and market intelligence as well as new issues and other deal-related tools. As used herein, the terms the "Bank", "we", "us" or "our" mean BankUnited, N.A. and "you" and "your" means an individual or Company that is authorized by the Bank to access and access the Database, ("Permitted User") obtained or otherwise made available on or through the Site including, but not limited to, Permitted User's right to upload information onto the Site.

These Privacy Policy and Terms of Use ("Terms of Use") govern your use of the Site. Your access to Database in connection with the use of the Site is expressly conditioned upon your acceptance of these Terms of Use. Please read and review these Terms of Use carefully. By enrolling in, or using our Site, you acknowledge and agree to abide by these Terms of Use. Please note that any failure to abide by these Terms of Use and the provisions of any applicable laws are grounds for immediate suspension or termination of access to the Site by Permitted Users, (defined below) and will give rise to other legal rights and remedies.

1. USE OF SERVICES

You acknowledge that there are certain security corruption, transmission error and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks. You further acknowledge that you are responsible for the data security of the systems used by you to access the Services, and for the transmission and receipt of information using such systems. You agree that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of your computer, internet service provider or other systems, any virus, worm, or other problem that may enter your computer by uploading and downloading information or materials from, or otherwise related to your use of the Services. You further agree that the Bank is not responsible for notifying you of any upgrades, fixes or enhancements to, or for providing technical support or other support for your systems.

You agree to abide by all applicable laws in connection with your use of the Services, including without limitation securities laws and regulations, privacy laws and regulations, and laws governing marketing or other contact with individuals by phone, text, e-mail, any other electronic communication, or regular mail. Without limiting the foregoing, you shall not (i) use the Site to store or transmit libelous, infringing, unlawful or tortious material or material in violation of third-party rights; (ii) use any portion of the Site for the purpose of serving as a factor in establishing an individual's eligibility or suitability for credit, employment or insurance, or in any way that would cause the Services to be construed as a "consumer report"; (iii) transmit, provide access to or display any Site Content, (defined in Section 3) to any person or entity that you know would engage in unfair or deceptive practices using such Site Content; (iv) use the Site in violation of any law concerning unsolicited messages or communications; (v) use the Site to store or transmit harmful or malicious code or devices; or (vi) interfere with or disrupt the integrity or performance of the Site or Database, or related systems

You are hereby granted a non-exclusive, non-transferable limited and revocable right to access and use the Site as well as any technology in object code. You agree that the Bank and our suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property (“Technology”) that may be made available to you in connection with the Site. You further agree (i) to read and comply with any license terms with respect to any Technology made available to you, (ii) to use the Technology solely for purposes of accessing the Site, (iii) to maintain the confidentiality of the Technology and not copy, transfer or disclose the Technology, (iv) not to attempt to circumvent any use or access limitations contained in the Technology, (v) not to translate, reverse engineer, disassemble or decompile any Technology, (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures, and (vii) to return any and all copies of the Technology to us upon request. All Technology is provided to you on an “AS IS” and “AS AVAILABLE” basis.

No part of the Site, Services or Database constitutes investment, tax, or legal advice, nor should the Site, Services or Database be relied upon in making an investment or other financial decision. You should obtain relevant and specific professional advice before making any such decision.

Important notice regarding Database: As part of its Services, the Bank collects, licenses, and uses information regarding real estate property companies in the financial and investment community. It is possible that you and some of your real estate properties may be part of the financial and investment community, and information about same may appear in our Database. Please be assured that individual entries in our Database are independently collected by the Bank’s research department and do not come from data that is received from users’ use of our Site.

Important notice regarding offering materials and/or other aspects of financial transactions: If the Site serves as a hosting or distribution platform, and underwriters, broker-dealers, issuers, participants in the loan syndication process and others may use the Site to electronically distribute and receive offering materials and/or other information regarding financial transactions, as indicated above, the Bank is not providing you with any legal, business, tax or other advice in any manner by hosting or facilitating the distribution of any offering materials or other transaction-related information. You should consult your own attorney, business advisor, and tax advisor for legal, business and tax advice regarding any securities or other investment and contact the underwriters/initial purchasers with any questions about the offer to which the offering materials relate.

2. PROPRIETY RIGHTS: SITE CONTENT

The Site (including its Database, content, layout, functions, features, code, and appearance), all user interfaces, all reports and other deliverables, and all other content or information, or portion or combination thereof, provided and made available by the Bank in connection with the Site (“ Site Content”) is provided by the Bank for day to day business and informational purposes. The Bank makes no representations or warranties regarding the accuracy or completeness of the Site Content, and reserves the right to change or update any Site Content at any time without notice. Site Content contains information that is obtained, created, and/or maintained by the Bank at great effort and expense. Likewise, the software and database structures through which the Site Content is stored and retrieved are unique and valuable, and have also been obtained, created, and/or maintained by the Bank at great effort and expense. Some software that the Bank uses to provide the Services as well as Database or other content that is included in the Site Content may be licensed from third parties that are not affiliated with the Bank (“Third-Party Providers”).

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Except as expressly permitted by applicable law, you may not (directly or indirectly, knowingly or unknowingly): (i) sell, publish, transmit, distribute, encumber, rent, lease or otherwise permit any person or entity (other than a Permitted User) to access or use the Site (including any Site Content) or any materials derived therefrom in any manner; (ii) reverse engineer, decompile, decrypt, disassemble, modify, copy, display, translate or create derivative works based on, or circumvent or disable any security or technological measures of, any Database (including any Site Content); (iii) alter, remove, obscure or fail to reproduce any rights notices contained in any Database (including any Site Content); (v) use Database (including any Site Content) or any materials derived therefrom to create, update or modify any Database (including Permitted User Information) or any product or service related to data or that could be competitive with or a substitute for any portion of the Services; or (vi) copy, take screen shots of or otherwise detail the appearance or functionality of any of the Site to or for any competitor of the Bank.

You do not and will not acquire any ownership in any Site Content, Database or other Site IP as a result of these Terms of Use. You may not (and shall not permit any other person to) copy, distribute, display, modify, or otherwise use the Site, Site Content or Database except as expressly permitted by these Terms of Use. All rights not expressly granted to you herein are expressly reserved. Without limiting the foregoing, you acknowledge and agree that you will not assert any ownership rights in any Site Content, including information that you provide to the Bank which may then or thereafter be included in the Site Content.

3. UPLOADED INFORMATION

To the extent that the Site permits the uploading, posting, storage, or viewing of property information or other content submitted by you or any other Permitted Users (“Uploaded Information”), the Bank shall have no responsibility for any such content or access thereto, and the Bank shall not be responsible for any loss, unavailability, inaccuracy or corruption of such content. You are responsible for ensuring that all Uploaded Information submitted by you complies with applicable law and obtaining all necessary rights to upload, publish, and disseminate such Uploaded Information.

With respect to any Uploaded Information submitted by you, you hereby grant to Bank the right and a license (i) to store, display, and/or transmit such Uploaded Information to you and other Permitted Users in connection with the use of the Services; (ii) to obtain, review, and use such Uploaded Information to perform services on the Site, or investigate or address any issue or complaint concerning Database or any Uploaded Information; (iii) to use such Uploaded Information as otherwise necessary or appropriate in connection with the Site; and (iv) unless expressly prohibited by applicable law, to copy and create derivative works of or otherwise use such Uploaded Information to create aggregated information, which does not include any personally identifiable information or otherwise identify the source of the information (“Aggregated Data”), and then use the Aggregated Data in connection with its provision of Database and for other Bank business purposes.

You represent, warrant, and covenant that you shall not submit any Uploaded Information which (i) restricts or inhibits any other user from using and enjoying the Products; (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) constitutes or encourages conduct that would constitute a criminal offense or give rise to civil liability; (iv) violates, plagiarizes, infringes, or constitutes a misappropriation of the rights of any third party including, without limitation, copyright, trademark, trade secret, patent, rights of privacy or publicity or any other proprietary right; (v) violates any obligation of confidentiality; (vi) contains any malware or other software code or programming of any kind; or (vii) constitutes or contains false or misleading indications of origin or statements of fact. Furthermore, in connection with submitting any Uploaded Information, you represent, warrant, and covenant that you are compliant with and are not violating any applicable laws governing the posting, disclosure, or dissemination of such Uploaded Information.

The Bank reserves the right to refuse to post or transmit or to remove any Uploaded Information in whole or in part, in the Bank's sole discretion, including any Uploaded Information that the Bank believes has been uploaded in violation of these Terms of Use or any applicable laws or constitutes a threat to the operation or integrity of the Site.

4. ACCESS REQUIREMENTS, PASSWORDS AND ADDITIONAL SECURITY MEASURES

To access the Site, you must have access to a computer with an internet connection. You will also need to have one of the following supported internet browsers, Internet Explorer (version 11 or newer), Chrome (version 47 or newer) or Firefox (version 43 or newer) with 128-bit encryption and Secure Sockets Layer 3 (SSL3). To the extent that you are able to access the Services using any non-supported internet browser, such use shall be at your sole risk, and you, and not the Bank, shall be liable for any losses resulting from such use. You are responsible for obtaining, installing, maintaining and operating all software, hardware and other equipment necessary to access and use the Services including, without limitation, antivirus, anti-spyware and internet security software. You are also responsible for any and all fees imposed by any internet service provider or communications service provider.

You will be asked to choose a login ID and password which you will use to login to the Site. Your login ID must be at least eight characters and your password must be at least eight characters containing at least one alphabetic and one non alphabetic character collectively referred to herein as "Access Information"). We may, at our option, change the parameters for the Access Information used to access the Services without prior notice to you. If we do so, you will be required to change your Access Information the next time you access the Services.

You are solely responsible for keeping your Access Information confidential and agree not to give or make it available to any person who is not a Permitted User. You agree that the Bank is authorized to provide information to any party, and act upon all instructions received using your Access Information. You further agree that use of your Access Information will have the same legal effect as your written signature authorizing the transaction. If someone to whom you have granted authority to use your Access Information exceeds such authority, you, and not the Bank, shall be fully liable for all transactions initiated by such individual and if you believe the security of your Access Information has been compromised in any way, you must notify us immediately.

A Permitted User will have access to the Site as long as, at the time they attempt to log into the portal, their login account is still in "active" status and has not been deactivated. After you have successfully registered, you can use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available during regularly scheduled maintenance periods, or during system/network interruptions.

Additionally, all Permitted Users are either under a Mortgage Loan Purchase Agreement or Warehouse Lending Agreement.

5. ELECTRONIC MESSAGES AND OTHER COMMUNICATIONS

By enrolling in and using the Services, you agree that all notices and other communications directly related to your use of the Services will be sent electronically to the e-mail address you provide upon your registration to use the Site and at our option, any other manner permitted by applicable law.

If you provide us with a telephone number, including a mobile telephone number, as a contact upon registration through the Site, you agree that we may call that number with service messages including, without limitation, prerecorded calls, notwithstanding any federal or state law, rule or regulation that would otherwise prevent us from engaging in this activity without your consent.

Questions and concerns regarding the Site should be addressed to:

7815 NW 148th Street
Mail Code: 3-Riskmgmt-629
Miami Lakes, FL 33016-9827
Email: condoapprovalrequest@bankunited.com
Tel: 305-231-6566

6. NEW FEATURES

We may, from time to time, in our sole discretion, introduce new services and features to the Services or modify or delete existing features. By using any new or modified products, services or features when they become available, you agree to be bound by these Terms of Use, as well as any additional terms and conditions specifically applicable to these new offerings.

7. DISCLAIMERS

The Bank shall have no obligation to correct any bugs, defects or errors in, or to support, maintain, improve, modify, upgrade, update, or enhance the Site, any Site content, or any other aspect of the Services or the use, downloading, and installation of any Site Content or other aspect of the Services and is not responsible for any damage to your computer or mobile computing device or any loss of data that may result.

Without limiting the foregoing, the Bank and its third-party providers will not be liable to you or any third party for any damages or other adverse consequences arising as a result of the inaccuracy or incompleteness of any Site Content. Moreover, although the Bank will endeavor to offer near-continuous access to the Site and may provide access to certain Database, such access is neither certain nor guaranteed, and the Bank shall not be liable for any damages or other adverse consequences arising as a result of the unavailability of the Site, for any period of time

8. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES.

WE MAY PERIODICALLY AMEND, ADD, DELETE, UPDATE OR ALTER THE SERVICES INCLUDING, WITHOUT LIMITATION, THESE TERMS OF USE. EXCEPT AS OTHERWISE

REQUIRED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE AND WE SPECIFICALLY DISCLAIM ANY DUTY TO UPDATE THE INFORMATION ON THE SITE.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICES OR THE INABILITY TO ACCESS OR USE THE SERVICES.

THIS SECTION SHALL SURVIVE TERMINATION OF YOUR USE OF THE SERVICES.

9. INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the Services and agree to indemnify and hold us and our officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents and third party service providers harmless from and against any losses, damages, liabilities, costs or expenses of any kind including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, that we may incur in connection with any third party claim or otherwise, arising out of or concerning your use of the Services or the use of the Services by anyone using your Access Information, or your violation of these Terms of Use. Your obligations under this section shall survive termination of these Terms of Use.

10. UNLAWFUL USE

You agree not to use the Services for any illegal or unlawful purpose. You acknowledge and agree that we have no obligation to monitor or review your use of the Services for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. We reserve the right, however, to decline you use of the Services that we believe is illegal in any applicable jurisdiction.

The Services are solely offered to citizens and residents of the United States of America. You are prohibited from accessing the Services or downloading any content available through the Services while outside the United States.

11. TERMINATION

We may terminate your use of the Services, in whole or in part, at any time and for any reason without prior notice. You may terminate your rights to use the Services by notifying us in writing. Upon any termination you shall immediately discontinue use of the Services. Any termination shall not affect your liabilities or obligations under these Terms of Use.

12. INTERMEDIARIES

You acknowledge that the Bank may engage third parties to provide some or all of the Services. The Bank shall have no obligation to disclose any such arrangements with third parties to you or obtain your consent thereto.

13. AMENDMENT

We may amend, revise or modify these Terms of Use at any time and from time to time in our sole discretion. We will post the amended Terms of Use on the Site, together with a notice that these Terms of Use have been amended. Any use of the Services following such notice will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate these Terms of Use as to all such prior versions of the applications, services, and/or related material and limit access to only the most recent revisions and updates.

14. ASSIGNMENT

You may not assign any of your rights and obligations under these Terms of Use. We may assign our rights and obligations under these Terms of Use with no further liability.

15. WAIVER

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

16. COPYRIGHT AND TRADEMARKS

BankUnited and this Site are service marks of BankUnited, Inc. Certain other trademarks and service marks owned by us, our subsidiaries and affiliates may be contained in the Site; all other marks contained herein are the property of their respective owner(s).

17. GOVERNING LAW

These Terms of Use shall be governed by and interpreted in accordance with all applicable federal and state laws, rules and regulations. Any action or proceeding arising out of or concerning these Terms of Use shall be heard exclusively in the State Court, State of Florida.

18. JURY TRIAL WAIVER

YOU HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL PROCEEDING RELATING TO THESE TERMS OF USE OR YOUR USE OF THE SERVICES.

19. RISK OF LOSS

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

20. FORCE MAJEURE

You agree that we shall have no responsibility or liability to you or any third party for failure or delay in our performance under these Terms of Use or for any losses due to causes or conditions beyond our control including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, flood, terrorist act, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outage or interruption, telecommunications failure, postal strike severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for our performance under these Terms of Use shall be automatically extended during the period of such delay or interruption.

21. SEVERABILITY

If any provision of these Terms of Use is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms of Use will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

22. CAPTION HEADINGS AND INTERPRETATION

The caption headings are for convenience or reference purposes only and are not to be construed as a summary of each provision of these Terms of Use. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.

By clicking on the I AGREE button, you acknowledge that you received, read, understand and agree to these Terms of Use.

END OF DOCUMENT