



## USER AGREEMENT

This User Agreement ("Agreement") constitutes the agreement between you, the Company ("you", "your") requesting access to the Ocwen Vision Website (the "Website"), and us, Ocwen Financial Corporation ("Ocwen", "we", "us", "our"), regarding your use of this Website and the contents and information available thereon. We recommend that you print a copy of this Agreement for your records.

After you read this Agreement, you are required to click "I AGREE" to acknowledge and evidence your agreement to the terms and conditions of this Agreement. Furthermore, by clicking "I AGREE," YOU REPRESENT AND WARRANT THAT YOU CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW, THAT YOU HAVE AUTHORITY TO BIND YOUR COMPANY AND THAT DOING SO IS NOT A BREACH OF OR IN CONFLICT WITH ANY OTHER AGREEMENT OR OBLIGATION. IN ADDITION, WHEN YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT ALL PERSONNEL USING THIS WEBSITE THROUGH YOUR COMPANY ID AGREE TO, ARE SUBJECT TO AND WILL ABIDE BY THIS AGREEMENT. By accessing or using the Website, you agree to be bound by this Agreement. If you do not accept this Agreement, do not click on the "I AGREE" Button or otherwise access or use this website.

We may amend this Agreement at any time upon written notice or electronic posting. The amended Agreement will be effective on the date indicated in the notice. Your continued use of this Website on or after the effective date indicated in the notice constitutes your acceptance of and agreement to the amended Agreement, regardless of whether you have actually received or read the notice of the change or the amended Agreement.

The terms of this Agreement are in addition to any other agreements between you and Ocwen, including any customer agreements, account agreements, and the terms and conditions governing your use of the Website. To the extent the terms of this Agreement and the terms and conditions governing use of the Website are in conflict, the terms of this Agreement shall control.

## SERVICES

The Website will provide you with access to investor reporting information. This includes, but is not limited to, information that shows statistics pertaining to the monthly distribution of interest and principal (from whatever source) on specified loans in mortgage or asset-backed securities master serviced by Ocwen. In addition to monthly remittance reports, some information is provided at loan, deal, pool and class level for the securities. We do not provide computer hardware or software programs to access the Website. You are responsible for the resources necessary to access the Website. You agree to use the type of hardware and software, including a secure Internet browser, sufficient to allow secure use of the Website. You are responsible for the installation, maintenance, operation, and security of such resources.

The Website, and the content available thereon, is for informational purposes only. Ocwen does not provide any investment recommendations or advice of any kind through the Website and does not represent that any securities are suitable for you. Although we may provide information and content which may be relevant to your decision to buy or sell mortgage and asset-backed securities, nothing in this Agreement or on the Website should be construed as a solicitation or recommendation to buy or sell securities. You acknowledge and agree that the information provided through the Website may be incomplete and that you are entirely responsible for evaluating the risks associated with the use of any information or content on the Website before making any decisions based upon such information or content. You further agree to make your own independent verification and evaluation of the investment merits and suitability for you of any such securities. Reliance on the Website shall be at your risk. Nothing on the Website constitutes investment, financial, tax, or other legal advice. You agree that you are solely responsible for the use of any information obtained on or through the Website. You agree not to hold Ocwen, its affiliates or subsidiaries, or their respective officers, directors, employees, agents, or information providers liable for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, alteration or use of any information or content on the Website, regardless of cause.



We may, in our discretion, change, modify, add or remove information, products, or services provided on this Website at any time. Notification of the changes to the Website may be posted on the Website or sent via e-mail or postal mail. We may change, suspend or discontinue any aspect of this Website at any time, including the availability of any feature or content. We also may impose limits on certain features and services or restrict or deny access to parts or this entire Website without notice or liability. Your continued use of this Website after any such change, modification, addition or removal indicates your acceptance of and agreement with such change.

### **USER SYSTEM INTEGRITY**

You are solely responsible for your use of this Website, including, but not limited to, any posting or listing in any public message area or through any e-mail feature, if applicable. You may not use, send, transmit or otherwise deliver any file, device, software or routine, including but not limited to any viruses, trojan horses, worms or time bombs, or such other devices which may damage or interfere with the proper working of this Website or any order being transmitted on our Website or to surreptitiously intercept or expropriate any system, data or personal information from this Website or which would otherwise be a violation of any law, including, without limitation, laws concerning copyright infringement, pornography, export regulations and securities regulations. Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation, or the rights of any third party, is prohibited. Your use of this Website, and any information transmitted or available thereon, must not: (a) infringe any third party's rights, including, but not limited to, intellectual property, publicity or privacy; (b) be defamatory, trade libelous, threatening or harassing; or (c) be obscene, indecent or contain pornography.

### **CONFIDENTIALITY**

You must ensure that the user ID and password (collectively, the "User Credentials") used to access this Website are kept confidential. You agree not to disclose or distribute the User Credentials to third parties or to make the User Credentials available to anyone other than your authorized personnel. You are solely responsible for any loss(es) or damage(s) arising from your provision of the User Credentials to a third party. You are responsible for all statements made and acts or omissions that occur while your User Credentials are being used. We are not responsible for any breach of security caused by your failure to maintain the confidentiality of your User Credentials. It is your responsibility to notify us if you need to change or discontinue the user ID and password and you may only do so by sending us a notice from an authorized officer of your company with signatory authority. It is also your responsibility to immediately notify us to discontinue any user ID and/or password that may be subject to a breach of confidentiality. We reserve the right to revoke your User Credentials at any time.

We may be required by law to disclose information to government authorities, law enforcement or to third parties upon the issuance of a subpoena and you also authorize us to disclose information as we believe, in our sole discretion, is necessary or appropriate.

### **OWNERSHIP**

You acknowledge that, as between you and Ocwen, Ocwen is the owner or licensee of all intellectual property rights included in or related to this Website (including, but not limited to, copyrights, trademarks and service marks) and all rights, title and interest in and to the same remain the property of us or our licensors. Content available on or through the Website is confidential. You may not, and nothing in this Agreement gives you permission to, copy, sell, transmit, distribute, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to this Website, or any of the content on the Website, without the prior written permission of Ocwen. You may not use any of the trademarks, service marks, logos or designs contained on the Website, without the prior written authorization of the owner of such marks. Further, you are not permitted to link to this Website without our prior written authorization. This Website contains original works of authorship. Such works of authorship, including, but not limited to, all code, design, text and images, are owned or licensed (except as otherwise expressly stated) by us.



## **COMPLIANCE WITH LAWS**

You must comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Website. You are responsible for paying all applicable fees and taxes you incur with regard to your transactions conducted through this Web Site and/or incurred in connection with your access of our servers.

## **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

WE PROVIDE THIS WEBSITE "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY AND EXPRESSLY DISCLAIM, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTY THAT THIS WEBSITE IS ERROR FREE. THE OPERATION OF THIS WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. YOU USE THIS WEBSITE AT YOUR OWN RISK.

ALTHOUGH THE INFORMATION PROVIDED TO YOU ON THIS WEBSITE IS OBTAINED OR COMPILED FROM SOURCES WE BELIEVE TO BE RELIABLE, WE CANNOT AND DO NOT GUARANTEE, WARRANT, OR MAKE ANY REPRESENTATIONS AS TO THE ACCURACY, VERACITY, VALIDITY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION OR DATA MADE AVAILABLE TO YOU ON OR THROUGH THIS WEBSITE. WE DO NOT GUARANTEE THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS; THAT THE QUALITY OF ANY INFORMATION OR SERVICES PROVIDED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; OR THAT ACCESS TO THE WEBSITE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE OF VIRUSES, ERRORS, OR OTHER HARMFUL COMPONENTS.

YOU AGREE THAT NO COMMUNICATIONS BETWEEN YOURSELF AND US AND/OR ANY OF OUR EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY GRANTED IN THIS AGREEMENT.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold Ocwen, its affiliates and subsidiaries, and each of their respective officers, directors, employees, attorneys and agents harmless from and against any and all claims, demands, actions, costs, liabilities and losses (including attorneys' fees and costs) relating to, resulting from, or in any way connected with: (i) your access to or use of this Website; (ii) your breach of any provision of this Agreement (or any breach by your personnel); and/or (iii) any negligent or intentional wrongdoing by you or your personnel. We shall be entitled to participate in such defense at your cost and expense.

## **RELEASE AND LIMITATION OF LIABILITY**

IN THE EVENT OF A DISPUTE, YOU RELEASE US (AND OUR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL, CONSEQUENTIAL AND PUNITIVE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS WEBSITE OR SUCH DISPUTES. WE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE OR THE UNAVAILABILITY OF THIS WEBSITE. WE SHALL ALSO NOT BE LIABLE FOR ANY LOSS OF DATA OR TRANSACTIONS RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY ANY THIRD PARTY ACTS OR THE INTERNET INFRASTRUCTURE AND NETWORK EXTERNAL TO THIS WEBSITE. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST INCOME, LOSS OF GOODWILL, OR ANY OTHER TANGIBLE OR INTANGIBLE LOSSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPALS, REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE



KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY EXCEED ONE HUNDRED DOLLARS. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF US, OUR AFFILIATES AND SUBSIDIARIES, AND TO ALL OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, SUCCESSORS AND ASSIGNS.

## **TERMINATION**

You agree that we may discontinue the Website, in whole or in part, at any time. You agree that we may immediately terminate this Agreement or any rights hereunder if you breach any of the provisions of this Agreement or if you have jeopardized the property or efficient operation of us or the Website.

We reserve the right to report any wrongdoing, if we become aware of it, to the applicable government agencies or otherwise.

## **ASSIGNMENT**

We may transfer or assign this Agreement and the rights hereunder to any other person or entity without your consent. You may not assign or transfer this Agreement or any rights hereunder to any other person or entity without our prior written consent, which consent may be withheld for any reason or no reason. Any change in control of you, whether by merger, stock or asset acquisition or otherwise, will be deemed to be an attempted assignment of this Agreement and will be grounds for termination. Furthermore, you acknowledge and agree that your access to and use of this Website may not be sublicensed or otherwise transferred voluntarily or by operation of law to any third party. Any attempted assignment, license, sublicense or transfer by you, whether voluntary or involuntary, is void and grounds for termination of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the successors and permitted assigns of the parties hereto.

## **OUR RELATIONSHIP**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement between you and us.

## **NOTICES**

Except as otherwise provided in this Agreement, all notices and other communications hereunder shall be in writing and shall be deemed given: (a) upon receipt, if delivered personally (unless subject to clause (b)) or if mailed by registered or certified mail, return receipt requested and postage prepaid; (b) at noon on the business day after dispatch if sent by a nationally recognized overnight courier; or (c) upon the completion of transmission (which is confirmed by telephone or by a statement generated by the transmitting machine) if transmitted by telecopy or other means of facsimile which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient.

We will deliver all legal notices to you at the address or telecopy number identified by you when you provide your company information (or at such other address or telecopy number for a party as will be specified by like notice). You shall deliver all notices to us at the following address or telecopy number (or at such other address or telecopy number for a party as will be specified by like notice):



If to Ocwen Financial Corporation:

Ocwen  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Attention: Secretary  
Telecopy Number: (561) 682-8177  
Confirmation Number: (561) 682-8000

We may send other business notices, including, without limitation, amendments to this and the operation of this Website to you by e-mail, electronic posting, or other similar process. E-mail notices will be deemed given within 12 hours of delivery by us.

#### **GOVERNING LAW AND JURISDICTION**

This Website can be accessed from all 50 states and the District of Columbia, and is intended for use only in the United States of America. As each of these places has laws that may differ from those of Florida, by accessing this Website, you agree that this Agreement and your use of this Website shall be governed in all respects by the internal substantive laws of the State of Florida, without regard to conflict of laws provisions. Furthermore, because this Agreement is not for the sale of goods between you and us, this Agreement shall not be governed by either the Uniform Commercial Code or the United Nations Convention on the International Sale of Goods. You further submit to jurisdiction and venue in the state and federal courts located in the State of Florida, Palm Beach County and further agree that any cause of action you may bring arising under your use of this Website shall be brought by you exclusively in a state or federal court located in the State of Florida, Palm Beach County. The parties hereby knowingly and voluntarily waive any right which either or both of them shall have to receive a trial by jury with respect to any claims, controversies or disputes which shall arise out of or relate to this Agreement or the subject matter hereof. We make no representation that materials on this Website are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws.

#### **OTHER GENERAL PROVISIONS**

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement, and all writings and web pages incorporated by reference into this Agreement, if any, set forth the entire understanding and agreement between us with respect to the subject matter hereof.