

Terms and Conditions

The loan described in this **Real Estate Tax Service & Flood Service Contract** is made subject to the terms and conditions of such Contract, upon acceptance of the loan, for service by Nationwide Real Estate Tax Service, Inc., including subsidiaries and affiliates (“**NATIONWIDE**”).

Nationwide Obligations: In consideration of the fee paid to **NATIONWIDE** by **CUSTOMER**, **NATIONWIDE** shall, at least on an annual basis, provide the following service:

Basic Tax Service: Basic Service applies to one property address with one valid Tax ID/Parcel number and/or Loan number. To ensure adequate lead time for **NATIONWIDE** to establish initial service prior to tax due date(s), **NATIONWIDE’S** obligation to service the loan described in this Tax Service Contract may begin not earlier than 60 days prior to the delinquency date(s) or the availability date(s) of tax bills, whichever is sooner.

NATIONWIDE is not liable for expired Tax ID/Parcel numbers. **NATIONWIDE** reserves the right to alter **CUSTOMER** supplied Tax ID/Parcel numbers to match the County records or to delete the Contract if the discrepant information cannot be satisfactorily resolved.

Subject to earlier cancellation of the Tax Service Contract as set forth below, **NATIONWIDE** shall provide the service for the terms of the loan, not to exceed 40 years, so long as the original trustees remain on the title. **NATIONWIDE** will renew original Tax Service Contract for original trustee and property address for a prorated fee.

Delinquency Reporting: **NATIONWIDE** will notify **CUSTOMER** whenever real property taxes as levied by the applicable County taxing agency are delinquent, at least on an annual basis. This information provided is obtained from County records and **NATIONWIDE** cannot be held responsible or liable for County accuracy. **NATIONWIDE** is not responsible for reporting Tax status on Contracts classified as Personal Property.

Incorrect Information Reports: **NATIONWIDE** will notify **CUSTOMER** whenever property information that the **CUSTOMER** provided is different than what is listed with the County, during the Tax reporting cycle. **NATIONWIDE** reserves the right to alter **CUSTOMER** supplied property information to match the County records or to delete the Contract if the discrepant information cannot be satisfactorily resolved. **NATIONWIDE** is not responsible for reporting Tax status on Contracts that appear on the Incorrect Information Report.

Different Owner of Record Reports: **NATIONWIDE** will notify **CUSTOMER** whenever a different Owner of Record appears on the County tax rolls, during the Tax reporting cycle. **NATIONWIDE** will make every attempt to verify the correct owner and may not flag situations where there is a likelihood of inclusion due to special circumstances (eg. Marriage name changes, Et Al, Trusts, etc.). **NATIONWIDE** reserves the right of discretion on what constitutes a different Owner of Record.

Delinquent Letter Service: NATIONWIDE will notify CUSTOMER and Borrower of the Borrower's delinquent Tax status with the county, during the Tax reporting cycle. Delinquent Letter Service only applies to USA based mailing addresses. CUSTOMER is responsible for notifying NATIONWIDE with any changes in a Borrower's mailing address. Delinquent Letter Service is removed from all future reporting cycles due to returned mail from invalid mailing addresses. CUSTOMER has the choice of receiving both copies of the letter to mail at their own discretion.

Impound/Escrow Services: NATIONWIDE will provide CUSTOMER with tax bills or notices of real property taxes levied by the applicable County taxing agency, at least on an annual basis. CUSTOMER must follow the timeline/schedule set forth by NATIONWIDE. NATIONWIDE will not be held liable for any missed payments due to CUSTOMER negligence or inaction to NATIONWIDE'S timeline/schedule. NATIONWIDE is not responsible for Supplemental Tax Bills.

Flood Zone Certifications: NATIONWIDE will provide CUSTOMER with a determination of what flood zone a property is in and whether the property is (or is not) affected by a Special Flood Hazard Area. Also, if requested, NATIONWIDE will monitor the property for the life-of-the-loan, and report any changes to the original (or any subsequent) determination to the CUSTOMER. This is in accordance with the Flood Disaster Protection Act of 1973 and the Flood Insurance Reform Act of 1994. To complete a flood zone determination, NATIONWIDE uses FEMA flood zone maps and also may utilize any of the following items: parcel or tax maps, aerial photographs, surveys, city or County planning departments and other information gathered from the CUSTOMER. NATIONWIDE only assumes responsibility and liability for the accurate review of the materials used, and not the accuracy of the contents of said material.

Customer Obligations: In consideration of the services to be performed by NATIONWIDE, CUSTOMER shall (1) pay the fee prescribed by NATIONWIDE, (2) promptly notify NATIONWIDE of any change in CUSTOMER'S mailing address, (3) promptly notify NATIONWIDE of any changes in the CUSTOMER'S interest in the described property.

Limitation on Liability: NATIONWIDE'S liability on any claim of any kind for any loss or damages arising out of, or resulting from, this Service Contract or from NATIONWIDE'S failure to perform adequately and timely the described services shall in no case exceed the exact amount of any property tax sale redemption costs imposed by a taxing agency and paid by the CUSTOMER. In no event, whether in agreement, tort (including negligence), strict liability, warranty, or otherwise shall NATIONWIDE be liable for incidental, special or consequential damages, including, but not limited to, loss of revenue, lost profits, loss of reputation, injury to property, cost of capital, cost of substitute property, or claims of CUSTOMER for such damage. NATIONWIDE will not be held liable for penalties levied preceding the "Effective Date of Service Contract". The flood determinations completed by NATIONWIDE are provided solely for the use and benefit of the CUSTOMER named in Section 1, Box 1 on the flood certificate, in order to comply with the 1994 National Flood Insurance Reform Act, and may not be used or relied upon by any other entity or individual for any other purpose.



Nationwide

REAL ESTATE TAX SERVICE, INC.

425 Tesconi Circle • Santa Rosa, CA 95401
Phone: (707) 528-7852 • (800) 528-7803 • Fax: (707) 528-1420
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Cancellation: This Service Contract shall be cancelled and no further services shall be performed by **NATIONWIDE** if (1) the described loan is paid off, assigned, refinanced, term expired, or otherwise alienated, (2) the servicing of the loan is transferred, (3) **CUSTOMER** gives **NATIONWIDE** written or verbal notice of cancellation, (4) The described property is sold at tax sale, (5) **NATIONWIDE** is unable to confirm receipt of notices sent to **CUSTOMER** for one year. In the event of cancellation, no portion of the fee paid by **CUSTOMER** shall be refunded to **CUSTOMER**.

General: This Service Contract is not intended to be the sole and complete statement of the obligation of **NATIONWIDE** and **CUSTOMER** as to the services to be performed by **NATIONWIDE**, the remainder of which can be found in **NATIONWIDE**'s Professional Service Agreement, available upon request. These Terms and Conditions will adhere and comply with the **NATIONWIDE**'s Professional Service Agreement. The provisions of this Service Contract are for the benefit of **NATIONWIDE** and **CUSTOMER** and not for the benefit of any other person. This Tax Service Contract shall be governed by the laws of the State of California and Federal statutes and rulings in the case of Flood Certifications. **CUSTOMER** agrees to arbitration in the County of Sonoma, California, should it be necessary.

Please send all notices of change in mailing address and changes of interest in described property and any notice of cancellation to **NATIONWIDE REAL ESTATE TAX SERVICE**, 425 Tesconi Circle, Santa Rosa, CA 95401.