

FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION NATURAL HAZARD DISCLOSURE DIVISION

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14. **Notices.** Any notice or other communication required or permitted under this TOS shall be sufficiently given if delivered in person or sent by one of the following methods:

- a. Registered U.S. mail, return receipt requested (postage prepaid);
- b. Certified U.S. mail, return receipt requested (postage prepaid); or
- c. Commercially recognized overnight service with tracking capabilities.

Notices to FANHD shall be sent to 4 First American Way, Santa Ana, California 92707, with a copy to FANHD's counsel at the same address marked Attention: Legal Department. Notices to You shall be sent to the address entered by You in the registration information. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

15. **Conflicts.** If there is a conflict between the terms and conditions of this TOS and the terms and conditions of any NHD REPORT, the NHD REPORT controls.

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17. **Survival.** Upon the discontinuance of use of the Site by You, any and all liability limitations, confidentiality, warranty, indemnity, and claims provision(s), and any other provision that contemplates performance subsequent to the expiration or earlier termination of this TOS, shall survive the termination of the TOS. Upon termination of this TOS by either party, any amounts unpaid by You for outstanding NHD REPORTS shall be immediately due and payable.

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- a. The interpretation and construction of this TOS, and all matters relating hereto, shall be governed by the laws of the State of California applicable to agreements executed and to be performed solely within such State. The parties hereby submit to the jurisdiction of, and waive any objection to, the venue of Orange County, California in any litigation arising out of this TOS, except as otherwise provided in the NHD REPORTS.
- b. You may not assign this TOS or allow third parties, other than Your employees to use the Site without prior written consent of FANHD.
- c. FANHD shall not be liable for any delay or failure in its performance of any of the acts required by this TOS when such delay or failure arises for reasons beyond FANHD's reasonable control.
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