

Terms of Service Agreement (“Agreement”)

1. Foremost Title & Escrow’s Website. Foremost’s Website includes all Web pages under the site's domain URL.

2. Use of Foremost’s Website Constitutes Acceptance. This Agreement will constitute a binding and enforceable agreement between you (individually and in your individual capacity as an employee, officer, agent, partner, etc. of each organization you represent in connection with any use of Foremost’s Website) and Foremost. By using Foremost’s Website, you acknowledge and agree that you have fully read and agree to be bound by the provisions of this Agreement, exactly as if it were printed on paper and signed by you. If you do not agree to be bound by this Agreement in its entirety, then you must immediately stop using Foremost’s Website.

3. Business or Employment Use. Where you use Foremost’s Website in the course of your employment or business, you enter into this Agreement both on your own behalf and in your individual capacity as an employee, officer, agent, partner, etc. of such organization which you represent, and references in this Agreement to "you" shall mean both you as the individual user of Foremost’s Web site and you in your capacity as a representative of your organization.

4. Changes to this Agreement. Foremost may remove, amend or replace any provision of this Agreement at any time, but, if it does so, Foremost will post such changes on its Website at the URL [terms-of-service.html](https://www.foremost.com/terms-of-service.html).

5. Disclaimer. You agree to all terms of Foremost's Disclaimer.

6. Privacy Policy. Data and certain other information about you is subject to our Privacy Policy. You agree that you have read and understand the Privacy Policy.

7. Foremost Title & Escrow’s Intellectual Property. All of the intellectual property, including, without limitation, all content, text, graphics, video and sounds on Foremost Website, and all computer code associated therewith, are the valuable proprietary property of Foremost, its licensors and contributors, and are subject to copyright, trademark and other intellectual property protection. You acknowledge and agree that Foremost has expended substantial time and effort to create Foremost’s Website, and the content and services provided through Foremost’s Website, and that Foremost exclusively owns or has been licensed by third parties to use and sub-license all rights, title and interest therein and all associated information, data, databases, images and other material.

8. Assignment. Your rights and obligations under this Agreement are personal to you and may not be assigned to any other party.

9. Force Majeure. Foremost will not, nor will any entity that is part of Foremost, be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other, failure to perform by any supplier or other third party, or any other cause beyond the reasonable control of Foremost (or any entity that is part of Foremost).

10. Waiver. Foremost will not, nor will any entity that is part of Foremost, be deemed to have waived any breach by you of this Agreement, except by a written waiver expressly so stating, and such waiver will not be construed as a waiver of subsequent or continued breaches.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will be limited to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

12. Jurisdiction, venue, attorneys' fees. Any disputes, controversies or claims arising out of or relating to this Agreement, or Foremost's Privacy Policy or Disclaimer, must only be resolved in a court of competent jurisdiction in Miami-Dade County, Florida and the prevailing party in any such dispute shall be entitled to any award of their attorneys' fees and costs, including attorneys' fees for determining the entitlement or amount of attorneys' fees.

13. Complete Understanding. This Agreement constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties relating to the subject matter hereof, any and all of which shall be merged into this Agreement.