

Property Owner Warranty; Subrogation. If (i) Property Owner's property is fraudulently sold during the term of this Agreement due to forgery or impersonation, and (ii) Property Owner's property information was included on the Do Not Sell List, Title Guard shall pay Property Owner's legal fees related to such transfer up to the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000) (the "**Legal Payment**"). The Legal Payment shall be paid directly to the attorney representing the Property Owner, unless the Parties agree on a different method of payment. Title Guard shall be under no obligation to pay the Legal Payment if Property Owner has in place a Homeowners Policy from any source including without limitation title company's policy or coverage through and errors and omissions policy of the Closing Agent, which has post-transaction deed fraud coverage ("**Existing Coverage**"). If Property Owner has Existing Coverage, such Existing Coverage shall first be utilized to its fullest extent. If Property Owner does not have Existing Coverage or Property Owner's Existing Coverage is not sufficient to cover the expenses, then and only then does Title Guard's obligation to make the Legal Payment arise. Specifically excluded from this warranty is coverage for any transfers amongst Family Members acquaintances, agents, employees or other parties in which a business, personal, conspiratorial or any other type of relationship exists. As used herein, the term "Family Member" means any person related to the Property Owner either by blood, marriage, adoption or otherwise. Warranty shall not apply when there is no charge for the service. Title Guard reserves the right to alter or amend its warranty coverage. If it does so, Property Owner will be notified and has the option to cancel service and seek a pro-rated refund.

Warranty For Property Buyers. Provided that Seller includes Title Guard's badge and explains that Seller has been verified in the public comments of its listing, any cost incurred by Buyer for appraisal or inspection will be warranted and Title Guard will reimburse Buyer if Seller turns out to be a fraudulent imposter, and not the true fee title owner of such property. However, this service will not be warranted if an escrow/title order is opened at an office other than Pioneer Title for such property. Pioneer Title will also attempt to purchase "wire fraud insurance" to cover the transmission of funds through its third-party service provider CertifID, but Buyer will need to pass security protocols by CertifID to be eligible for this additional protection.

Warranty for Realtor. In exchange for the payment of ten dollars (\$10.00), Title Guard shall provide Realtor with confirmation that the Seller of the Property is not a fraudulent Seller. If, after Realtor receives Title Guard's verification badge and explains that Seller has been verified in the public comments of its listing, the Seller is in fact a fraudulent Seller, Title Guard will pay Realtor's legal fees for any litigation brought against the Realtor for representing a fraudulent Seller, up to the amount of Five Thousand and No/100 Dollars (\$5,000) (the "**Legal Payment**").