



# Homebuying Information Tool Kit Terms and Conditions

By downloading the templates featured on the Fannie Mae Homebuying Information Tool Kit (“Contents”) you, individually or on behalf of your employer (“You” or “Your” as the context dictates), as applicable, agree to the following:

## 1. Right to Reproduce, Adapt, and Distribute

Fannie Mae grants You a non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable, royalty free license, with worldwide rights and no duty to account, to reproduce all or part of the Contents for the purpose of sharing out with potential borrowers. For Contents labeled as confidential, or proprietary, or marked as not intended for external distribution, this license shall be limited to distribution within Your organization only.

## 2. No Alteration and No Trademark License in Fannie Mae Logo

Except for customizing certain Contents designed for that purpose in accordance with these Terms and Conditions, and in conformance with any customization instructions, You may not alter the Contents in any way and may not use the artwork embedded in the Contents for any other purposes or reproduce it in other materials absent a separate written agreement with Fannie Mae. Contact your Fannie Mae representative for such customization requests. Should You be granted access to Contents featuring the Fannie Mae logo and design, and absent a separate written agreement with Fannie Mae to that effect, You similarly may not use the Fannie Mae logo and Fannie Mae design in commerce independently from the Contents and their intended means of distribution.

## 3. No Endorsement by Fannie Mae

You warrant, represent, and agree that Your use of the Contents: (i) will not imply that Fannie Mae is specifically endorsing Your products or services, (ii) may not imply any affiliation between You and Fannie Mae without prior written consent by Fannie Mae, or as the context dictates, and (iii) may not misrepresent Your relationship with Fannie Mae or present false or misleading impressions about Fannie Mae’s products or services. Fannie Mae reserves the right to monitor Your use of the Contents, and You agree to provide relevant documentation to that end to Fannie Mae upon request, and to revoke this license if, in Fannie Mae’s sole discretion, Your use of the Contents fails to comply with the requirements set forth herein or Your services depart in any way from Fannie Mae’s quality standards.

## 4. Limitation of Liability. No Representation on Compliance with Laws

Fannie Mae shall not be liable for any errors or omissions in, or for any damages related to, the Contents and the use You make of the Contents. In particular, Fannie Mae makes no representation or warranty as to the Contents’ compliance with state or federal laws. You may be subject to different and/or additional requirements under federal and state laws. It is Your responsibility to determine and insert the appropriate disclosure notices or legal mentions in connection with your distribution of materials relying on the Contents. You represent and warrant that You will comply with the requirements of any applicable laws in Your communications with borrowers and consumers and that You will only revise any disclosure notices or legal mentions in the Contents as appropriate to comply with applicable laws.

## 5. Appropriateness of Contents to Borrowers

Certain Contents may not be appropriate for all borrowers; You should carefully evaluate a borrower’s expected eligibility in providing Your materials relying on the Contents to borrowers.

## 6. Indemnification

You hereby indemnify Fannie Mae and undertake to defend Fannie Mae against, and to hold Fannie Mae harmless from, any claims, suits, liabilities, loss and damage arising out of any and all breaches of the representations and warranties made by You under these Terms and Conditions.