Privacy Policy v1.12 (Effective Date December 1, 2026). This policy does not claim any certification, audit or compliance status.

Company: Patera Ventures LLC, an Ohio limited liability company (Ohio entity #5699984) ("we," "us").

Contact for privacy questions: orders@underwriterreview.com - Patera Ventures LLC, 6283 Wolff Rd, Medina, Ohio 44256

1. Introduction

1.1 This Privacy Policy explains what information we collect when title professionals use our website, underwriterreview.com, and the services we offer through it: the 9.6 commitment review and Records Pull (each a "service"), which are run by our software (the "Tool"; together the "Tools"), how we use and protect it, and the choices available. Currently, the 9.6 commitment review is offered for Ohio properties. Records Pull (Residential and Commercial) is not currently available for paid orders until an Activation Date is posted in our Terms of Service. Records Pull - Current-Owner only, Refresh, the Mineral Runsheet, and monthly plans shown as "coming soon" are not offered, and we will update this Policy before offering them.

1.2 Our customers are businesses: title agencies, title insurers, examiners and similar professionals ("Clients"). Much of the information in the documents Clients send us is about consumers (buyers, sellers, borrowers and owners). For that information, we act as a service provider to our Client , and we handle it only to run the Client’s order.

1.3 Reminder: our Tools are software only. They work from the documents you upload (and, for Records Pull, free online public records) and flag items for you (or your examiner) to verify. Patera Ventures LLC does not review or fact-check Output, and no person at Patera Ventures LLC reviews your documents or Output for accuracy. The Client (title agency, agent, examiner or attorney) that uses the Tools is solely responsible for verifying that all Output is correct before relying on it. See our Terms of Service, Sections 4 and 15.3.

1.4 This policy is part of our Terms of Service (underwriterreview.com/terms.html).

2. Information we collect

2.1 Order documents. Title commitments, deeds, mortgages, plats, easements, declarations, payoff or lien information and other documents you send for a Tool run. These often contain nonpublic personal information ("NPI") about consumers, such as names, property addresses, marital status, loan amounts, lender names and loan numbers, and sometimes other identifiers. We ask Clients to send only what the order needs and to redact Social Security, driver’s license, full account and card numbers where possible.

2.2 Public records Records Pull gathers. The 9.6 commitment review reads only the files uploaded on the order and does not gather public records. When Records Pull is available and Output is released under the Terms release rule, it gathers index entries, document images and county-direct auditor and GIS data that were completed as required sources from free online county-direct sources (State of Ohio Accela / statewide mirrors do not count), and lists the names in the Name

check. These records can contain names and property information. We never buy record copies. Our services help your Examiner’s job; we are not a county recorder or title company, and no person at Patera Ventures LLC reviews Output. Records Pull does not include a Mineral Flag.

2.3 Tool output and work files. Results files (PDFs), Cliff Notes, reports, worksheets, highlighted copies, map exhibits, Not plotted lists and notes created for your order.

2.4 Contact and account details. Names, job titles, company, business email, phone and mailing address of Client staff who order, examine or pay; the Client’s named Examiner on each order (the Client’s own reviewer, not ours); and records of your acceptance of our Terms (date, time, method).

2.5 Billing details. Invoices, amounts, payment status and dates. Card and bank payments are processed by Stripe, Inc. We never see or store your full card number or bank login. Stripe may share limited details with us (such as card brand, last four digits, expiry and billing address) to manage the payment.

2.6 Communications. Emails and messages you send us, including optional feedback about the Tools.

2.7 Website data. Our website currently uses no analytics, advertising or tracking cookies . Our hosting provider, Netlify, Inc., may automatically log basic technical data (such as IP address, browser type and pages requested) for security and operations, under its own privacy policy. We will update this section before adding any analytics tool.

3. How we use information

3.1 Only for the Client’s own order. We use order documents, public records and NPI only to run the Client’s order . If a correction or re-run is needed after delivery, the Client must re-supply the order details and documents (Terms of Service, Section 9.1); for orders covered by the 7-day rules in Section 5.1 (orders placed on or after December 1, 2026), we do not keep order documents or Output after those 7-day clocks. The software flags items for you (or your Examiner) to verify; it does not mean we reviewed them.

3.2 We also use contact and billing details to: communicate about orders; invoice and collect payment; keep records of Terms acceptance; meet legal, tax and accounting obligations; secure our systems; and respond to legal process.

3.3 What we never do:

- We never sell order documents, NPI or Client information, and we never "share" it for cross-context advertising.

- Our AI providers process order documents and NPI under the provider’s applicable business/API data terms. We do not opt in to any program that allows our providers to train on your documents or Output.

- We never share one Client’s documents with, or reuse them for, another Client , and never use them in examples, marketing or our website.

- We never use NPI to market to consumers.

3.4 We may use de-identified, aggregated business metrics (such as order counts and turnaround times) that contain no document content and cannot identify any person, to run and improve our business.

3.5 Feedback. We use optional feedback only to improve our prompts, software and services. Feedback is used only by Patera Ventures LLC. We ask you not to include order documents or NPI. Any that are included are handled as order data under Sections 3.1 and 5 and are not used for improvement. We never use feedback to train AI models on client files, and we do not share it with AI providers for training.

3.A Artificial intelligence. We use third-party AI services (large language models and OCR) to read order documents and draft Output for Records Pull. The 9.6 commitment review reads uploaded files with software, including phrase matching, and does not perform OCR. These providers act as our subprocessors and receive order documents only as needed to run that order, under their own terms of service and privacy terms. Our current AI provider is Grok, accessed through the Grok Bot platform operated by Cursor (Anysphere, Inc.), under the provider’s applicable business/API data terms (and, where they apply, the underlying model provider’s enterprise/API terms). We do not opt in to any program that allows our providers to train on your documents or Output. AI output may contain errors or hallucinations. We do not review or fact-check Output; the software flags items for the Client’s own named Examiner to verify (Terms of Service, Section 15.3). Our personnel may access order files only to operate, troubleshoot or deliver the Tool, as described in this policy. We do not use AI to make automated decisions about any individual , including underwriting, credit, insurance or housing decisions.

3.B Public records. The 9.6 commitment review reads only the files uploaded on that order and flags items for your Examiner to verify. It does not search public records or county websites, look up public GIS, perform name tracing or buy record copies. Records Pull is not currently available for paid orders. When Output is released, it uses free online public records only (Terms Secs. 5-6 and 11.8), lists every name in the name set in the Name check, and compares them only to the county-direct parcel-owner name retrieved for that order. It does not query a recorder grantor/grantee index. We use these public records only to run the order. Records Pull is not a title search, not a search of record, and not proof of ownership.

4. Who we share information with

4.1 Service providers. We use a small number of vendors to operate. They may process information only to provide their service to us:

Purpose
Vendor
What they may receive

Email (correspondence with Clients)
Google (Gmail, orders@underwriterreview.com). Email correspondence is handled through our Google (Gmail) mailbox.

Order emails and any attachments you send

AI processing (reading documents, drafting Output)
Grok, run on the Grok Bot platform operated by Cursor (Anysphere, Inc.), under the provider’s applicable business/API data terms
Order documents and public records for the order

Work environment / file storage
Netlify (Netlify Blobs private storage for order data and uploads; Netlify Identity for sign-in); the operator’s work computer for processing; the orders@underwriterreview.com (Google) mailbox for correspondence
Order files and work files during the order

Payments
Stripe, Inc.
Billing contact, amounts, payment details entered on Stripe’s pages

Results email
Resend
The contact email on the order and the one-time secure results link. We do not attach the results file.

Website hosting
Netlify, Inc.
Website request logs (order documents are covered under Work environment / file storage)

Accounting / bookkeeping
None at launch; any bookkeeping provider will receive invoice and payment records only
Invoice and payment records only

4.1A Subprocessors that receive or store client files. We use the following service providers to receive or store order documents, uploads or Output in providing our services: (a) Netlify, Inc. -- the order form and private file storage (Netlify Blobs) for order records and uploads, and Netlify Identity for sign-in; (b) Google LLC -- the Gmail mailbox orders@underwriterreview.com, used to correspond with Clients; and (c) Cursor (Anysphere, Inc.) -- operates the Grok Bot platform through which we access Grok (see Section 3.A). We share order documents with these providers only as needed to provide our services, and they handle them under their own terms of service and privacy terms. We do not audit or guarantee their compliance with those terms.

4.2 Your designees. Output is made available only to the person who placed the order or another address you designate in writing. We email the contact email on that order one secure download link. The link opens only that order’s results, expires no later than 7 days after we send it, and is never an attachment of the results file.

4.3 Legal and safety. We may disclose information if required by law, subpoena or court order, or to protect our rights, our Clients or others from fraud or security threats. Where allowed, we will tell the affected Client first.

4.4 Business transfer. If Patera Ventures LLC is merged, sold or reorganized, information may transfer to the successor, which must honor this policy for information already collected.

4.5 We do not share information with anyone else, and we do not share NPI with other Clients.

5. Retention and deletion

5.1 We keep information only as long as needed for the purposes above. Which orders these rules cover. The 7-day deletion of Output and the no-re-link rule in this Section 5 apply to orders placed on or after December 1, 2026. Orders placed earlier stay under the Terms of Service and Privacy Policy that applied when they were placed, including the right to request a new download link while their Output is retained (about one year). For orders covered by these rules: after Output is delivered, we keep only a short administrative who/when order summary (Section 5.1D), and we do not keep your source documents or your Output after the 7-day clocks in this Section 5. Source documents and order-related email attachments are deleted promptly and no later than 7 days after delivery , subject to the Legal Hold in Section 5.1B and to law or a written agreement. How you send and receive files: Clients upload source documents only through our website (see Terms Sec. 7.4). When Output is released, we email the contact email on that order one secure download link. The link opens only that order’s results. It expires no later than 7 days after we send it. We never attach the results file to the email. You must download Output before the link expires. Retention periods:

Information
Retention

Order documents you sent (title commitments, deeds, mortgages, plats and other source documents) and Tool work files used to produce the Output
Deleted from our systems (including website upload storage and work copies used to produce Output) promptly and no later than 7 days after delivery (Section 5.1A), unless a Legal Hold (Section 5.1B), the law, or a written agreement requires longer. Working copies are not kept as a 30-day archive. Our own encrypted backups are a separate copy kept 30 days and then permanently deleted (Section 5.3A). Vendor backups follow the vendor’s schedule (Section 5.3). There is no backup-deletion job in the software; the 30-day clock is the policy.

Order-related emails and attachments in orders@underwriterreview.com (Gmail)
Emails that contain order documents or attachments for a delivered order are permanently deleted (not moved to Trash) promptly and no later than 7 days after delivery . We log only order ID, date and count deleted (no file names or content). Unsolicited emails with attachments that are not tied to an open order are removed under the same 7-day rule measured from receipt. Legal Hold (Section 5.1B) pauses this.

Output (results files and PDFs, maps, Cliff Notes, issues logs, name lists) and Tool work files
For orders placed on or after December 1, 2026 (Section 5.1): deleted promptly and no later than 7 days after Delivery (and on the cancel/fail/stall/correction clocks in Section 5.1A.1), unless a Legal Hold (Section 5.1B) or the law requires longer; we do not keep a 1-year Output archive for those orders and do not re-link deleted Output. Orders placed earlier keep the Output retention and re-link right that applied when they were placed (about one year).

Administrative who/when order summary (order ID; customer identity fields needed for who/when; dates; delivery, cancellation, failure and stalled-close timestamps; status; hold flags; deletion counts). It contains no county, parcel, instructions, Output, PDFs, issues-log content or document text
Up to 1 year after the order’s final event (Delivery, cancellation, terminal failure, stalled close, or the final event of any later correction run), unless under Legal Hold.

Terms-acceptance records (name, title, Terms version, acceptance time, method, browser/IP)
7 years from acceptance (Terms Sec. 1.3). Contains no source documents.

Error log (date, what happened and how it was fixed; contains no client names, document contents or personal information)
Retained for 1 year after the last entry, then deleted.

Invoices and payment records
7 years for tax and accounting (including Stripe payment records). Not covered by document cleanup.

General business email with no order documents
Until no longer needed, at most 3 years

5.1A Delivery and the deletion clock. An order is Delivered when we first notify you that Output is ready or otherwise make the download path available to you. We email the contact email on that order one secure download link. The link opens only that order’s results, expires no later than 7 days after we send it, and is never an attachment of the results file. The clocks in Section 5.1 for deleting source uploads, Tool work files, Output and order-related email attachments start at that delivery timestamp. Marking an order delivered is an operational step; it is not a review or approval of Output. Download links expire no later than 7 days after Delivery and never outlast the Output deletion clock. After Output is deleted, we cannot issue a new link, because we do not keep a long-term Output archive. (These rules apply to orders placed on or after December 1, 2026; earlier orders keep the rules that applied when they were placed. See Section 5.1.) Download and store your Output before the link expires.

5.1A.1 Cancelled, failed, stalled and correction runs.

- Cancelled, failed or never-delivered runs: if we never deliver Output, the uploads, order-related email attachments, and any undelivered results or work files for that order are deleted 7 days after the order was placed. This applies only to orders placed on or after December 1, 2026.

- Stalled runs: a run that has neither been delivered nor been cancelled or failed earlier is closed as stalled no later than 7 days after the order was placed. Its uploads, order-related email attachments, and any undelivered results or work files are deleted on that same 7-day clock, for orders placed on or after December 1, 2026.

- Free correction runs (Terms Sec. 9.1): each correction run has its own 7-day clock, which covers only the copies it newly produces or receives. It does not restore deleted originals.

- The who/when summary (Section 5.1D) is kept for up to 1 year after the order’s final event, including the final event of any later correction run.

5.1A.2 Corrections after deletion. Clients must download Output while the download path works. After the 7-day clocks run, we cannot reuse original Output, uploads or order details from our systems for a correction. A free Terms Sec. 9.1 correction after deletion requires the Client to re-supply the order number and the run details: for a Records Pull , the county, parcel and run instructions (and any remaining files), and we re-run from a new free online county retrieval; for a 9.6 commitment review , the commitment and documents uploaded for that order. Re-supplying those details or files for a correction is free and is not a new paid order. Each correction run has its own 7-day clock for its new copies.

5.1B Legal Hold. We will not delete source documents, email attachments, Output, or order records for an order while a Legal Hold is active on that order. A Legal Hold is stored on the order record as legal_hold {active, set_at, reason} . Only Andrew of Patera Ventures LLC (or one ops admin he designates) may set or clear a hold through the admin Legal Hold control. A Legal Hold starts when we receive written notice of a complaint, claim, lawsuit or other legal process, or subpoena relating to that order, or when we set a hold because we reasonably anticipate one. Automated jobs (upload deletion, auto-deliver cleanup, Gmail purge, the 7-day Output/work-file cleanup, and the 1-year administrative-summary cleanup) skip held orders. The hold ends when the matter is closed in writing, withdrawn, or release is directed by counsel or a court. Billing and tax records remain governed by the invoices row in Section 5.1, not by this hold, except where counsel directs otherwise.

5.1C Uploads and download links. Upload source documents only through our signed-in order page. Do not email order documents unless we agree in writing for a specific order; if you email them anyway, Section 5.1’s email row still applies after delivery (or from receipt if never ordered). We email one secure download link for that order. It expires no later than 7 days after we send it. We never attach the results file. Download it before it expires. We may stop accepting emailed source files entirely once site upload is the only supported intake method.

5.1D Administrative who/when summary and 1-year job. For orders covered by the 7-day rules in Section 5.1, after Delivery automated cleanup strips the order record to an administrative who/when summary (no source-file names and no client detail fields beyond what is needed for billing/acceptance and the who/when fields listed in Section 5.1). Acceptance fields are kept for 7 years (E-SIGN / tax / dispute), including via an acceptance archive when the order record is later removed. Billing, tax and Stripe records stay on their separate legal schedules. Output (including PDFs) and source uploads are deleted on the 7-day clocks in Sections 5.1 and 5.1A.1. The administrative who/when summary is deleted 1 year after the order’s final event unless a Legal Hold is active.

5.2 Deletion on request. Order documents are deleted under Section 5.1 (no later than 7 days after delivery , subject to Legal Hold). That schedule covers website uploads, work copies, and order-related Gmail attachments as described in Section 5.1. A Client may ask us to confirm deletion or to delete any residual copy sooner than a vendor’s own schedule. We will respond within 10 business days unless law or a Legal Hold requires otherwise, and we will confirm when done. After source-document and Output deletion we may keep acceptance records, invoices and payment records, and the administrative who/when summary (up to 1 year after the final event). For

orders covered by the 7-day rules in Section 5.1, we do not keep Output for 1 year; orders placed before December 1, 2026 keep the Output retention that applied when they were placed (about one year).

5.3 Vendor backups. Deleted items may remain in independent vendor backups for a limited time under each vendor’s own schedule before being overwritten. Those residual vendor copies are not an Output archive we use; we do not restore them to re-deliver Output. Ask us for details about a specific vendor.

5.3A Our encrypted backups. We keep encrypted backups of business files. A copy of Output or a source document written to a backup before its 7-day deletion may remain there until that backup expires, 30 days after it was made, and is then permanently deleted. We do not restore backups to recover or re-deliver deleted Output, except where a Legal Hold or the law requires it.

6. How we protect information

6.1 We use reasonable administrative, technical and physical safeguards appropriate to our size and the sensitivity of the information. Our measures:

- Access limited to Patera Ventures LLC personnel who need it to run the order.

- Multi-factor authentication on email, AI, storage and payment accounts.

- Encryption in transit (TLS) and at rest as provided by our vendors.

- Separate folder per order; no copying of documents between orders.

- No document content in internal status updates (order number and timing only).

- Unique accounts and strong passwords; credentials stored securely and never shared.

- Timely software and device updates.

- We maintain reasonable administrative, technical and physical safeguards suited to our size and the sensitivity of the information, including sign-in access controls, private file storage with no public links, and access limited to authorized personnel.

- To prepare your Output, files may be downloaded to and processed on a company-controlled computer used for our business. Access is limited to authorized personnel.

6.2 No method of storage or transmission is completely secure. We cannot guarantee absolute security, and nothing in this policy is a warranty of security.

7. Security incidents and breach notice

7.1 If we learn that personal information we hold for a Client was, or is reasonably believed to have been, accessed and acquired by an unauthorized person, we will notify the affected Client without unreasonable delay and in an expeditious manner, consistent with Ohio Revised Code

1349.19(C) (which requires a person that stores data on behalf of another to notify that other person of a breach). We will notify the Client promptly after we discover the incident, and our target is within 72 hours. If affected individuals live outside Ohio, we will also follow the breach-notice law of the state where they live.

7.2 We will give the Client the information we have about what happened, what data was involved, and what we are doing, and we will cooperate with the Client’s own notice obligations to consumers, regulators and its underwriter.

7.3 Where we are the owner or licensee of personal information (for example, our own Client contact records), we will notify affected Ohio residents as required by ORC 1349.19(B), in the most expedient time possible and no later than 45 days after discovery, subject to law-enforcement delays the statute allows. If affected individuals live in other states (for example, because their information appears in documents you send us), we will follow the breach-notice law of each state where they live.

8. Gramm-Leach-Bliley Act (GLBA) and our Clients’ safeguards obligations

8.1 Title agencies and insurers are generally "financial institutions" under the Gramm-Leach-Bliley Act. They must protect consumers’ NPI, including under the FTC Safeguards Rule (16 C.F.R. Part 314) or other applicable rules, and must oversee the service providers they share NPI with.

8.2 When we process a Client’s NPI, we act as that Client’s service provider. We receive NPI only so the Client can get its Tool output, and we use and disclose it only as described in Section 3 and as GLBA’s reuse and redisclosure limits allow.

8.3 We aim to align our practices with the ALTA Title Insurance and Settlement Company Best Practices, as they apply to a service provider of our type. On request, we will answer reasonable vendor-security questionnaires and consider signing a reasonable confidentiality or data-protection addendum.

8.4 We do not claim any certification, audit or attestation (for example, SOC 2 or ISO 27001), and we are not ourselves assessed under ALTA Best Practices. Each Client remains responsible for deciding whether our safeguards meet its own obligations and its underwriter’s requirements.

9. Cookies and analytics

9.1 Our website currently sets no cookies and uses no analytics or advertising trackers .

9.2 If we add a minimal analytics tool in the future, we will update this policy first, prefer privacy-friendly tools that do not use cross-site tracking, and offer any choice the law requires.

9.3 Stripe’s payment pages may use their own cookies for fraud prevention and security, under Stripe’s privacy policy.

10. Children

Our website and Tools are for businesses and are not directed to children under 13 (or under 16 where that age applies). We do not knowingly collect personal information from children for marketing or accounts. Order documents can incidentally name minors (for example, as heirs); we treat that information like all other NPI under this policy.

11. Your rights and requests

11.1 Clients may ask us to access, correct, export or delete their contact and account information, or to confirm deletion of their order documents / residual copies (Section 5.2). Send requests to orders@underwriterreview.com. We will verify the request and respond within 30 days.

11.2 Consumers whose information appears in order documents should contact the title agency or lender handling their transaction, because we process that information for them. If we receive a consumer request, we will forward it to the relevant Client and help the Client respond, as the law allows.

11.3 Depending on where you live, you may have other privacy rights under state law. Many state privacy laws exempt information covered by GLBA or held by small businesses. Some states have comprehensive consumer privacy laws that apply only to businesses processing data of large numbers of residents and that exempt GLBA-covered financial institutions and data. We do not currently expect to meet those thresholds, but we will honor any rights that apply to you.

11.4 We will not discriminate against anyone for making a privacy request.

12. Changes to this policy

We may update this Privacy Policy. We will post the new version with a new effective date and, for material changes, email active Clients at least 15 days before the change takes effect. We will not use previously collected information in a materially different way without notice and any consent the law requires.

13. Contact

Patera Ventures LLC - Ohio entity #5699984

Privacy questions and requests: orders@underwriterreview.com - Mail: Patera Ventures LLC, 6283 Wolff Rd, Medina, Ohio 44256

Privacy Policy v1.12 (Effective Date December 1, 2026). This policy does not claim any certification, audit or compliance status.

Reminder: the tools are research aids only. They are not a title search, abstract, title opinion, legal advice or underwriting decision. Users (examiners and underwriters) are solely responsible for verifying everything.