

## MERS® Link Terms and Conditions

Please scroll down to accept Terms

1. MERS, which shall include MERSCORP, Inc. and Mortgage Electronic Registration Systems, Inc., and the Subscriber shall abide by these Terms and Conditions. The Subscriber shall be bound by any amendment to the Terms and Conditions.
2. The Subscriber agrees that the use of the MERS® Link website will be for lawful business purposes only. MERS will provide access to MERS® Link to the Subscriber upon the completion of the Subscription Application and payment of the current annual Subscription Fee.
3. MERS will assign a MERS Organization ID Number, a User ID and password that is required to access MERS® Link.
4. The Subscriber will have access to all loans on MERS® Link with the following capabilities:
  - MIN Find: Cross reference loan information associated with an active Mortgage Identification Number (MIN) when only the borrower name, social security number or property address is known. Archived MINs may be accessed using MIN or Social Security Number only. For a MIN to be archived, it must be deactivated for more than sixteen months.
  - MIN Information: receive the following information when a valid MIN is entered:
    - Full borrower name
    - Property address
    - Security instrument and assignment recording information (if present)
    - Current servicer/subservicer identification and contact information
  - HTML link to web site of servicer/subservicer (if available). To the extent that our member offers payoff information through its web site, we can expedite that linkage; however, we cannot guarantee that payoff information will be available for any specific servicer.
5. The Subscriber holds MERS harmless from any and all claims, costs or fees incurred by the Subscriber's use of any information retrieved from MERS® Link. MERS® Link is a tracking system only and any information retrieved from MERS® Link should be independently verified. MERS does not warrant the reliability of any information retrieved since the accuracy of all information is the responsibility of individual MERS members who enter and update the information.
6. MERS in its sole discretion has the right to terminate the Subscriber's access to MERS® Link if MERS determines that the Subscriber is using MERS® Link for purposes other than its intended use which is solely to provide servicer information to obtain a payoff.
7. Any notice or other communication given or made to MERS shall be given or made in writing and shall be sent by nationally recognized overnight courier, or facsimile followed by delivery of the original via first class mail, addressed as follows: MERS, Corporate Secretary, 1818 Library Street, Suite 300, Reston, Virginia, 20190.

8. These Terms and Conditions and all transactions effected by the Subscriber with MERS shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.
9. Neither the Subscriber nor MERS shall institute a proceeding before any tribunal to resolve any controversy or claim arising out of or relating to these Terms and Conditions (a "Dispute"), before such party has sought to resolve the Dispute through direct negotiation with the other party. If the Dispute is not resolved within thirty (30) days after a written demand for direct negotiation, the parties shall attempt to resolve the Dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the then chief judge of the Circuit Court of Fairfax County, Virginia, to appoint a mediator. All mediation proceedings hereunder shall be held in Fairfax County, Virginia. If the mediator is unable to facilitate a settlement of the Dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief in accordance with the arbitration provisions of this Paragraph. The fees and expenses of the mediator shall be paid by the party initiating the Dispute.

In the event that the Subscriber and MERS are not able to resolve a Dispute in accordance with the mediation provisions of this Paragraph, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that the place of arbitration shall be Fairfax County, Virginia, and fees and expenses for the arbitration proceedings shall be paid by the party initiating arbitration.

**Steps for submitting the Subscription Request:**

1. Download the Subscription Request
2. Print the Subscription Request
3. Fill out the Subscription Request
4. Sign the Subscription Request
5. Fax or mail the signed Subscription Request to MERS

[Click Here](#) to accept the Terms and Conditions & download the **MERS® Link Subscription Request** form.

**MERS**

ATTN: MERS® Link Subscription Request  
1818 Library Street, Suite 300  
Reston, Virginia 20190

800.646.6377 fax 703.748.0183