

## TERMS AND CONDITIONS

In this agreement (“the Agreement”), the words “you” and “your” refer to the party utilizing the USA Home Listings (“UHL”) materials and/or services. The purpose of the Agreement is to furnish proprietary marketing information to you obtained by UHL from public documents and other sources (“List & Subscription Service”), which you agree to use for your own lawful direct mail and telemarketing functions within the scope of your own professional activities pursuant to the terms and conditions set forth herein.

**Limited License:** Upon your acceptance of this Agreement and full and proper payment of all amounts due to UHL, UHL grants you a limited, non-exclusive, non-transferable license for a single (Monthly) use of the List & Subscription Service.

**Your Responsibilities:** You agree at all times to maintain the confidentiality of all information received under the List & Subscription Service. You further agree not to re-use, sell, lease, reproduce, store or otherwise disclose, in any form in whole or part, the information received under the List & Subscription Service, or permit a third party, agent, employee or contractor and their agents to do any of the foregoing without the prior written consent of UHL. You shall not name UHL or refer to the use of the UHL list & Subscription Service in any advertisements, promotional or marketing materials.

Furthermore, UHL and its data supplier(s) shall not be liable for any damages of any kind arising from unavailability, inaccuracies, errors, omissions, miscalculations, or misrepresentations of value, nor does UHL or its data supplier(s) guarantee the success or response that you may desire from the List & Subscription Service. As such, you hereby absolve and fully release UHL, its data supplier(s), agents, employees and representatives from any and all cost, loss, damage, expense, liability and causes of action whether foreseeable or not, or from any other cause whatsoever, that you may suffer arising from your use of the List & Subscription Service. In addition, you hereby agree to indemnify, defend, protect and hold UHL, its data supplier(s), agents, employees and representatives, harmless from and against any loss, cost, damage, liability, claim, action or cause of action of any third party, whether foreseeable or not, (including attorneys fees and costs) which relate directly or indirectly to your use of the List & Subscription Service. You acknowledge that certain laws have been enacted which place restrictions upon telemarketing, faxing and emailing activities and that it is your sole responsibility to understand and comply with those laws.

**Limitation of Liability:** UHL AND/OR IT’S DATA SUPPLIER(S) DO NOT GUARANTEE THE AVAILABILITY OR ACCURACY OF THE DATA FURNISHED TO YOU, NOR DOES UHL OR IT’S DATA SUPPLIER(S) MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

General Provisions: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Georgia, without regard to any conflicts of law principles. In addition, any action relating to any provision of this Agreement or your use of the List & Subscription Service shall be brought within the jurisdiction and venue of the courts located within Cobb County, Georgia. UHL may assign any of its rights or delegate any of its duties hereunder. You may not transfer or assign this Agreement without UHL's prior written consent. This Agreement contains all the agreements and understandings of the parties hereto. UHL has not made, and you are not relying upon, any warranties, representations, promises or statements made by UHL, except as expressly set forth herein. This Agreement supersedes any and all prior agreements and understandings, oral or written, between UHL and you and alone expresses the agreement of the parties hereto. In the event any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected. Furthermore, this Agreement may not be altered, changed or amended except by an instrument in writing executed by both parties hereto. Notwithstanding, UHL may, at any time, revise the form and content of the Agreement by updating this posting.

Notices: All notices which UHL or you may desire to serve on the other may be served personally, or by registered or certified mail, return receipt requested, postage prepaid, addressed to UHL at 1470 Field Park Circle NW, Suite 100, Marietta, Georgia, 30066 and upon you at the address you have provided to UHL.