

Terms and Conditions

REAL ESTATE WEB TECHNOLOGIES

Last update: April 2008

Summary

This is a summary of the Terms and Conditions – please read the entire document for all of the details.

30 DAY MONEY BACK GUARANTEE

- You will have 30 days from the date the Service fee is received to use the Service during a “30 day money back” period.
- The **setup fee is only refundable during this 30 day period**. Monthly Service Charges will begin automatically following the 30 day period.
- see section 2.1 for more information.

BILLING CYCLES AND CANCELLATIONS

- Monthly Service Charges are billed one billing cycle in advance. The billing date is calculated by adding the “30 day money back” period to the date we received your setup fee. Recurring payments must be made on a monthly cycle, such as the sixth of each month, or as otherwise mutually agreed upon.
- Either party may terminate this Agreement by notifying the other party in writing at least five **(5) business days prior to the end of the term**, to allow time to process the cancellation request. This does not apply to the 30 day money back guarantee – that can be cancelled on day 30 without penalty.
- You may cancel at any time – **No annual contract is required**.
- Customer must contact Real Estate Web Technologies in writing no later than sixty (60) days after a billing date to report a billing error.
- see section 3.5 for more information on the billing cycle “Term”.

NON-PAYMENT / SUSPENSION

- We may suspend or terminate this Agreement and your access to the Service if your account becomes delinquent. Any scheduled payment over 7 days late is consider delinquent. Delinquent invoices are subject to \$15.00 late payment charge, per month, plus any expenses of collection.
- We will contact you if a payment fails to be processed successfully. **We will attempt to contact you several times before suspending any Service**.
- see section 3.4 for more information.

ACCEPTING THE TERMS AND CONDITIONS

- When you activate Services, including Trial Services, or attempt to use any of the Services you accept this Agreement.

1. Agreement and Services

1.1 Agreement. This is a legal agreement (the "Agreement") by and between you (either an individual or a single entity) and Real Estate Web Technologies and is entered into upon the terms and conditions set forth herein ("Terms") concerning the website hosting, email and application services provided by Real Estate Web Technologies.

1.2 Services. Subject to the terms and conditions of this Agreement, Real Estate Web Technologies agrees to provide to Customer, on a subscription fee basis, website and application hosting with email services, as described and available online at www.rewebtech.com, as of the activation date hereof, and bug fixes or other minor enhancements or improvements thereto (the "Services"). The Services are comprised of website hosting which includes the use of 500 megabytes (MB) of storage space and 2000MB of monthly account data transfer, and email services including up to 5 email accounts each with up to 50MB of email storage, and application hosting services. This Agreement also pertains to the use of any Real Estate Web Technologies software, website, Services, and technology provided by Real Estate Web Technologies, including all software programs, related documentation, and updates that may be provided by Real Estate Web Technologies from time to time.

1.3 Acceptance. **When you activate Services, including Trial Services, or attempt to use any of the Services you accept this Agreement.** If you do not agree to the terms of this Agreement, Real Estate Web Technologies is unwilling to license or provide the Service to you. In such event, you may not use any of the Services and you must destroy any printed or electronic materials provided to you by Real Estate Web Technologies or copied from the Real Estate Web Technologies website ("Website"). Use of the Website is governed by this Agreement and any Legal Disclaimer posted on the Website.

2. Fees and Billing

2.1 Setup Fee. Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. **Customer must provide Real Estate Web Technologies with valid credit card as a condition to signing up for the Service. After the Service setup fee is received the Customer will be notified when their Service is deployed and ready for review. The Customer will have 30 days from the date the Service fee is received to use the Service during a "30 day money back" period. The setup fee is only refundable during this 30 day period. Monthly Service Charges will begin automatically following the 30 day period.** Please see section 3.5 for the billing cycle Term. Real Estate Web Technologies reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 60 days prior notice to Customer, which notice may be provided by e-mail.

2.2 Subscription Fee. Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. **Recurring payments must be made on a monthly cycle, such as the sixth of each month, or as otherwise mutually agreed upon.** Please see section 3.5 for the billing cycle Term. Customer must provide Real Estate Web Technologies with valid credit card as a condition to signing up and maintaining their Service. Real Estate Web Technologies reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 60 days prior notice to Customer, which notice may be provided by e-mail.

2.3 Excess Data Storage Fees. The maximum disk storage space provided to Customer at no additional charge is 750MB total. This is comprised of 500MB of website storage space and up to 5 email accounts each up to 50MB storage. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. Real Estate Web Technologies will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Real Estate Web Technologies to so notify you shall not affect your responsibility for such additional storage charges. Real Estate Web Technologies reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

2.4 Excess Data Transfer Fees. The maximum monthly data transfer provided to Customer at no additional charge is 2000MB. If the data transfer exceeds these limits, you will be charged the then-current network bandwidth fees. Real Estate Web Technologies will use reasonable efforts to notify you if your transfer reaches approximately 90% of the maximum; however, any failure by Real Estate Web Technologies to so notify you shall

not affect your responsibility for such additional network bandwidth charges. Real Estate Web Technologies reserves the right to establish or modify its general practices and limits relating to data transfer of Customer Data.

2.5 Modification Fees. After the initial setup and deployment of the Customer's Service any changes to be done by Real Estate Web Technologies (anything that requires modifications outside of the available Customer's "Control Panel" tool) may require an additional charge. If additional fees are required Real Estate Web Technologies will provide a work quote and estimated schedule to the Customer prior to implementation. The Customer must agree to any additional fees and terms and make payment prior to the modifications, or as otherwise mutually agreed upon.

3. Billing Terms

3.1 Payment. Real Estate Web Technologies uses an automated payment processing system and only accepts credit card payment at this time. All Customers are required to provide Real Estate Web Technologies with valid a credit card number for processing of any applicable Service Fees. Real Estate Web Technologies may take any reasonable action to validate your credit card and registration information and collect all payments due. You agree to pay all attorney and collection fees arising from any efforts to collect any past due amounts from you, to the extent allowed by law. Customer agrees to provide Real Estate Web Technologies with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer had provided is false or fraudulent, Real Estate Web Technologies reserves the right to terminate Customer's access to the Service in addition to any other legal remedies. Sales receipts for all Real Estate Web Technologies services or transactions will be emailed to the Customer.

3.2 Billing Errors. Customer must contact Real Estate Web Technologies in writing no later than sixty (60) days after the billing date to report a billing error. If an error notice is not received within sixty (60) days, Customer waives any right to an adjustment or credit and agrees to pay the amount billed.

3.3 Taxes. All fees are stated in US dollars and are exclusive of applicable state, federal, national, and VAT taxes, and applicable customs duties or tariffs. Customer shall be responsible for the payment of any taxes, duties or tariffs applicable to the products and services provided under this Agreement, excluding any taxes based on Real Estate Web Technologies' income.

3.4 Non-Payment and Suspension. In addition to any other rights granted to Real Estate Web Technologies herein, Real Estate Web Technologies reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Any invoice over 7 days late is consider delinquent. Delinquent invoices (accounts in arrears) are subject to \$15.00 late payment charge, per month, plus all expenses of collection. You will continue to be charged for the Services during any period of suspension. If you or Real Estate Web Technologies initiates termination of this Agreement, you will be obligated to pay the balance due on your account through the end of the month in which the termination was received. You agree that Real Estate Web Technologies may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Real Estate Web Technologies reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Real Estate Web Technologies has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

3.5 Term. Billing cycles (the "Term") are approximately 30 days in length. Billing cycles and dates may change from time to time. **Monthly Service Charges are billed one billing cycle in advance. You may be charged for Services incurred during a prior billing cycle if you were not charged for those Services previously.** Sales receipts, at our sole option, may be sent to you in electronic format via email, as an email attachment or by regular mail or may be made available to you via your password and security code access on your website. **Either party may terminate this Agreement, effective only upon the expiration of the then current Term, by notifying the other party in writing at least five (5) business days prior to the end of the term.** In the event this Agreement is terminated (other than by reason of your breach), Real Estate Web Technologies will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Real Estate Web Technologies has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

3.6 Termination for Cause. Any breach of your payment obligations or unauthorized use of the Real Estate Web Technologies technology or Service will be deemed a material breach of this Agreement. Real Estate Web Technologies, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Real Estate Web Technologies has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

3.7 Customer Data. Real Estate Web Technologies shall retain Customer Data for a period of thirty (30) days after termination of this Agreement. Customer may request that Real Estate Web Technologies conduct a mass export of Customer Data, and Real Estate Web Technologies agrees to provide such services at its then current rates on a time and materials basis. After thirty (30) days, Real Estate Web Technologies may delete and destroy all Customer Data without notice or further liability to Customer.

4. License

4.1 License Grant. Real Estate Web Technologies hereby grants to Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted by Customer are reserved by Real Estate Web Technologies and its licensors.

4.2 License Restrictions. Customer shall not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices from the Services; (vi) publish or disclose to third parties any evaluation of the Services without Real Estate Web Technologies' prior written consent.

5. Privacy/Passwords/Security

5.1 Privacy. Real Estate Web Technologies' privacy and security policies may be viewed at <http://www.rewebtech.com>. Real Estate Web Technologies reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Real Estate Web Technologies occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service.

5.2 Passwords. Real Estate Web Technologies shall issue to Customer a password to use the account when the Customer has paid the applicable fee. The Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under the Customer's account. Customer agrees to immediately notify Real Estate Web Technologies of any unauthorized use of the Customer's account or any other breach of security known to Customer. Real Estate Web Technologies shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. Real Estate Web Technologies will maintain Customer passwords as confidential and will not disclose them to third parties, except as required by applicable law.

5.3 Security. Real Estate Web Technologies will maintain the Services at a reputable third party Internet service provider and hosting facility, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Services. Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Customer Data (defined below).

6. Customer Information

6.1 Customer Data and Account Information. Real Estate Web Technologies does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Real Estate Web Technologies, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Real Estate Web Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to

store any Customer Data. Except as permitted in this Agreement, Real Estate Web Technologies will not edit, delete or disclose the contents of Customer Data unless authorized by the Customer or unless Real Estate Web Technologies is required to do so by law or in the good faith belief that such action is necessary to: (1) conform with applicable laws or comply with legal process served on Real Estate Web Technologies; (2) protect and defend the rights or property of Real Estate Web Technologies; or (3) enforce this Agreement. Real Estate Web Technologies may provide user statistical information such as usage or traffic patterns in aggregate form to third parties, but such information will not include personally identifying information. Real Estate Web Technologies may access Customer Data to respond to service or technical problems with the Services. Real Estate Web Technologies reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that Customer may store, post or transmit on or through the Services. Customer shall be responsible for maintaining an archive or back-up copy of all Customer Data, and Real Estate Web Technologies shall have no liability for any loss of Customer Data, whether caused by Real Estate Web Technologies or any third party service provider.

7. Customer Obligations

7.1 Access. Customer is responsible for obtaining and maintaining any computer hardware, software and communications equipment needed to access the Services, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Services.

7.2 Customer Responsibilities. Customer shall be solely responsible for its actions while using the Services and the contents of its transmissions through the Services. Customer agrees: (1) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services, including without limitation all laws regarding the transmission of technical data exported from the United States through the Services; (2) not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer; (3) not to use the Services for illegal purposes; (4) not to interfere or disrupt networks connected to the Services; (5) not to post, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (6) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (7) not to interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (8) not to engage in surveys, contests, or chain letters or post or transmit "junk mail," or "spam"; and (9) to comply with all regulations, policies and procedures of networks connected to the Services. Customer acknowledges and agrees that Real Estate Web Technologies neither endorses the contents of any customer communications nor assumes any responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby. Real Estate Web Technologies may remove any violating content posted on the Services or transmitted through the Services, without notice to Customer.

7.3 Third Party Interactions. During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between you and the applicable third-party. Real Estate Web Technologies and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Real Estate Web Technologies does not endorse any sites on the Internet that are linked through the Service. Real Estate Web Technologies provides these links to you only as a matter of convenience, and in no event shall Real Estate Web Technologies or its licensors be responsible for any content, products, or other materials on or available from such sites. Real Estate Web Technologies provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8. Ownership

8.1 Intellectual Property Ownership. Real Estate Web Technologies alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Real Estate Web Technologies technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Real

Estate Web Technologies Technology or the Intellectual Property Rights owned by Real Estate Web Technologies. The Real Estate Web Technologies name, the Real Estate Web Technologies logo, and the product names associated with the Service are trademarks of Real Estate Web Technologies or third parties, and no right or license is granted to use them. Except as expressly stated herein, this Agreement does not transfer any right, title or interest in the Services or the Content to the Customer.

9. Confidentiality

9.1 Parties' Obligations. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement ('Confidential Information'). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Real Estate Web Technologies retains the right to share Customer's name, email and phone number to direct affiliate companies (as this information will be publicly available on your website), this does not include Customer Data or any other private Customer information. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise noted, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

9.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

9.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

10. Warranty

10.1 Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS IS." REAL ESTATE WEB TECHNOLOGIES MAKES NO WARRANTY TO YOU OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SERVICES, MATERIALS AND USE OF THE WEBSITE UNDER THIS AGREEMENT OR OTHERWISE. REAL ESTATE WEB TECHNOLOGIES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. REAL ESTATE WEB TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICES ARE COMPLETELY ERROR FREE OR WILL OPERATE WITHOUT PACKET LOSS OR INTERRUPTION, NOR DOES REAL ESTATE WEB TECHNOLOGIES WARRANT ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET. REAL ESTATE WEB TECHNOLOGIES MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO THE

QUALITY OF A CONNECTION, OR AS TO ANY OTHER MATTER, ALL SUCH WARRANTIES HEREBY BEING EXPRESSLY EXCLUDED AND DISCLAIMED. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. REAL ESTATE WEB TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICES ARE FREE FROM ANY VIRUS, WORMS, TROJAN HORSES OR OTHER CODE THAT IS CONTAMINATING OR DESTRUCTIVE BY NATURE AND YOU ARE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT AS WELL AS PROTECTION FROM SUCH VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY CONTAMINATE OR DESTROY YOUR SYSTEM OR DATA. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY OF ANY KIND ON OUR BEHALF AND YOU MAY NOT RELY ON ANY STATEMENT OF WARRANTY BY ANY PERSON AS A WARRANTY BY REAL ESTATE WEB TECHNOLOGIES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT

10.2 Internet Delays. REAL ESTATE WEB TECHNOLOGIES'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. REAL ESTATE WEB TECHNOLOGIES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10.3 Interruption of Services. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. You must notify us by phone or email within 24 hours of the disconnection to request credit.

11. Indemnification.

11.1 Mutual Indemnification. Customer shall indemnify and hold Real Estate Web Technologies, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you of this Agreement, provided in any such case that Real Estate Web Technologies (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Real Estate Web Technologies of all liability and such settlement does not affect Real Estate Web Technologies' business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim. Real Estate Web Technologies shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Real Estate Web Technologies of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Real Estate Web Technologies; provided that you (a) promptly give written notice of the claim to Real Estate Web Technologies; (b) give Real Estate Web Technologies sole control of the defense and settlement of the claim (provided that Real Estate Web Technologies may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Real Estate Web Technologies all available information and assistance; and (d) have not compromised or settled such claim. Real Estate Web Technologies shall have no indemnification obligation, and you shall indemnify Real Estate Web Technologies pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process.

12. Limitation of Liability.

12.1 Limitation of Liability. IN NO EVENT SHALL REAL ESTATE WEB TECHNOLOGIES BE LIABLE FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE) IN AMOUNTS GREATER THAN THE TOTAL SUBSCRIPTION FEES PAID TO REAL ESTATE WEB TECHNOLOGIES BY CUSTOMER FOR THE QUARTER IN WHICH THE CAUSE OF ACTION AROSE OR ONE (\$1.00) DOLLAR. IN NO EVENT SHALL REAL ESTATE WEB TECHNOLOGIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO,

DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF REAL ESTATE WEB TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE. THIS IS A BENEFIT OF THE BARGAIN BETWEEN THE PARTIES AND PART OF THE BASIS FOR THE SUBSCRIPTION FEES OFFERED TO CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

13. General.

13.1 Publicity. Real Estate Web Technologies may use Customer's name as part of a general list of customers and may refer to Customer as a user of the Services in its general advertising and marketing materials, unless otherwise agreed upon. Real Estate Web Technologies may use Customer's website as an example available to public viewing from www.rewebtech.com. Each party shall obtain the other party's permission prior to using the other party's name for any other marketing or promotional purposes. The parties agree that any press release or other public comments issued by either party relating to this Agreement, any dispute under this Agreement, or Customer's subscription to or use of the Services, will be prepared jointly between Real Estate Web Technologies and Customer and will be issued upon mutual agreement of the parties.

13.2 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

13.3 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all previous agreements with respect to the subject matter hereof, whether orally or in writing. This Agreement supersedes any terms printed on Customer's order forms.

13.4 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except with respect to wholly owned affiliates, Customer may not assign this Agreement without Real Estate Web Technologies' prior written consent, not to be unreasonably withheld. Real Estate Web Technologies may assign this Agreement to any parent, subsidiary or affiliate or to any successor to its business, and Real Estate Web Technologies may subcontract any or all of its obligations hereunder, but shall nevertheless remain responsible for the performance of its obligations hereunder.

13.5 Governing Law/Venue. This Agreement and any disputes hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without regard of its conflict of laws principles. Any dispute under this Agreement shall be brought exclusively in the state and federal courts for the State of California, and Customer hereby submits to the exclusive jurisdiction of such courts. Customer agrees that any cause of action arising out of or related to this Agreement shall be brought within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

13.6 Local Laws and Export Control. This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Real Estate Web Technologies and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America and/or the

European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited.

13.7 Counterparts/Facsimile. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one agreement. This Agreement may be executed via facsimile.

13.8 Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

13.9 English. It is the express will of the parties that this Agreement has been written in English.

13.10 Waiver of Class Actions. You agree that all claims between you and Real Estate Web Technologies related to this Agreement will be resolved individually through arbitration and that you will not consolidate or seek judicial treatment for any claim, unless previously agreed to in writing by both you and us. This waiver applies to this Agreement as amended or modified. This section survives termination of this Agreement.

13.11 Severability. In the event that any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

13.12 Modification to Terms. Real Estate Web Technologies reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

13.13 Assignment. This Agreement may not be assigned by you without the prior written approval of Real Estate Web Technologies but may be assigned without your consent by Real Estate Web Technologies to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

13.14 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

REAL ESTATE WEB TECHNOLOGIES

TERMS AND CONDITIONS OF USE

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Last update: April 2008