

LVD/UHI/ACS

## TERMS OF USE – DATABASE AND DATA SUBSCRIPTIONS

AS A CURRENT OR PREVIOUS SUBSCRIBER TO OUR DATA SERVICES, YOUR USE OF OUR DATA AND/OR DATABASE SYSTEMS CONSTITUTES YOUR AGREEMENT TO THE FOLLOWING:

Price, specification, and terms are subject to change without notice. LVD/UHI/ACS (hereafter referred to as "LV Default") is not responsible for errors in typography and/or photography. All data services are sold "as-is" without any warranty expressed or implied. Information provided by LV Default is considered reliable, but not guaranteed to be accurate.

Please be aware that our data - such as data availability, the time at which data is issued, the accuracy of the data, etc. - are all subject to the sources from which we obtain it. We do not guarantee or warrant the timeliness, completeness or accuracy of the data we issue at any time or under any circumstances.

-You understand and agree your subscription is a single-user agreement to be used solely by you for the purposes of real estate investing and that you will not resell, re-distribute, disseminate or otherwise transmit or distribute the data you receive from LV Default in any form whatsoever, without prior written consent and acknowledgement of LV Default. If you wish to obtain resale and/or distribution rights to any data collected and compiled by LV Default, please contact our offices at (702) 433-4583. Distribution and resale rights are very limited and are considered only on a case-by-case basis.

LVD/UHI/ACS  
PO Box 80681  
Las Vegas, Nevada 89180  
[info@LVDefault.com](mailto:info@LVDefault.com)

By subscribing to any of our services, you become a "Member" of LV Default, ("LV Default"). LV Default offers services to you, the Member, conditioned on your agreement to adhere to the following Terms of Use without modification of any kind.

Member's agreement with LV Default and/or use of LV Default's services constitutes Member's acceptance to these Terms of Use. These Terms of Use are subject to change by LV Default, in its sole discretion, at any time, without prior notice.

Based upon the Member's agreement to adhere to these Terms of Use, LV Default grants and conveys to the Member, during the term of Member's free trial, Membership and/or paid Membership, a non-exclusive, non-transferable license to use the data, information and services provided through the LV Default website subject to the License Restrictions detailed below.

## License Restrictions

Member represents, warrants, affirms and agrees that the data, information and services provided by LV Default to Member will only be used by Member and that Member will not permit or allow the data, information and services to be used by an agent, representative, consultant, officer, director, shareholder, parent organization, subsidiary organization, third party or any other person or entity. Member further represents, warrants, affirms and agrees that Member will not transfer, sell, convey, use, resell or sublicense any data, information or services provided by LV Default to Member in any medium, form, manner or format whatsoever, for any purpose including, but not limited to the following:

Use other than Member's own personal use, i.e. no commercial purpose or use is permitted;

Reproduction, reformatting, publication, distribution or dissemination associated with any service or product provided or made available to any third party;

Marketing or telemarketing uses;

World Wide Web, Internet or online uses;

Real estate valuation models, programs or systems;

Inclusion or in combination with any other service or product of any kind;

Abuse of Login Privileges by duplicate account accesses;  
Extracting, selecting or drawing out any data element for any use;

Real estate appraisal;

Credit evaluation and/or supporting;

Evaluating risk or marketing/sale of insurance products of any kind, including but not limited to life, health, long-term care, disability, casualty, umbrella, mortgage, title or property;

Debt collection; and/or

Marketing or sale of legal goods and/or services of any kind, including but not limited to bankruptcy or real estate title/lien history.

Abuse of Data/Database Systems

Member represents, warrants, affirms and agrees that Member will not use or abuse data, database system(s), related service(s), in any way, shape or form with intent to harm, financially impair, or defraud LV Default in any way. Upon discovery of such abuse(s), LV Default at its own option, may immediately terminate, without notice, any and all service(s) offered to client, and may also seek monetary damages through either mediation or legal action as defined below.

#### Proprietary Rights

Member represents, warrants, affirms and agrees that the data, information, services and LV Default name are proprietary information and property of LV Default, its suppliers and/or affiliates and are protected by copyright, trademark, trade name and other proprietary rights. Member's membership only allows Member to use the data, information and services subject to the express limitations and restrictions provided for in these Terms of Use.

#### Consequences of Non-Compliance with Terms of Use

At any time that LV Default believes, in its sole discretion, that the Member has violated any term, condition, restriction, permitted use or limitation provided in these Terms of Use, LV Default may immediately terminate the Member's membership with no refund of any kind for the remaining days of the then current term of prepaid fees. Nothing stated herein shall limit LV Default's right to pursue all claims and causes of action it may have against the Member for violating these Terms of Use including, but not limited to, monetary damages, injunctive relief, attorney's fees and court costs.

#### Terms of Membership

The term of Member's membership is based upon the agreed upon term (e.g. monthly, quarterly, semi-annually or annually) and shall automatically renew for indefinite successive renewal terms for the same period as the initial term unless terminated by Member or LV Default. However, if the Member accepts a special introductory promotional offer for a membership, then at the conclusion of the specific initial term of the special introductory promotional offer term, the membership shall automatically renew on a month-to-month basis for indefinite successive renewal terms at the then prevailing regular published monthly rate at time of renewal until terminated in accordance with the provisions of these Terms of Use. If Member registers for a free trial, the initial term begins at the end of the free trial period, unless the Member cancels within the free trial period.

#### Communication

LV Default reserves the right to cancel the services of any Member upon receipt of any communication in any form (telephone, in person, e-mail, etc.) which contains profanity, or is in any way threatening or abusive. LV Default shall offer no refunds or returns of payment for terminations derived as stated above.

## Termination

LV Default reserves the right to cancel services to any Member at any time. The Member may cancel the Member's subscriptions at any time. All fees due to LV Default up to the end of the then current term billing cycle at time of termination shall remain payable to LV Default unless otherwise specifically provided otherwise to the Member in a related specific promotional offer.

The Member may terminate the membership contract by one of five ways:

Online using the "Cancel Subscription" link in the Member Login section of the site.

By e-mailing a cancellation request to support@LVDefault.com at least five (5) days prior to the desired cancellation date.

By telephoning a cancellation request to (702) 433-4583 during business hours of 8am to 5pm PST Monday through Friday. A \$5 dollar service and processing fee will be applied for all cancellations processed via telephone.

By faxing a cancellation request to (702) 471-0006 at least five (5) days prior to the desired cancellation date.

By mailing a cancellation request at least ten (10) days prior to the desired cancellation date to LVD/UHI/ACS, PO Box 80681, Las Vegas, NV 89180.

## Survival of Terms

The License Restrictions and Proprietary Rights described herein survive any termination of this agreement and/or Member's Membership.

## Member Services

LV Default allows Members to submit requests for service to independent third-party real estate and other related service providers. Members agree to supply LV Default with information about themselves and the property they want to sell or hope to buy. LV Default will use this information to provide certain details on an anonymous or non-anonymous basis to third-party affiliates who are, in most cases, members of its network. As LV Default uses e-mail and telephones to provide LV Default services, all LV Default Members hereby consent to receive e-mails and telephone calls from LV Default to qualify for and participate in LV Default services. LV Default Members consent to receive e-mails and telephone calls from third parties, as LV Default Member's service requests to and/or through LV Default may require services from these third parties.

Member affirms that all of the information Member provides to LV Default, whether online or otherwise, is accurate and complete. Member also agrees to update LV Default

with current and accurate information, if at any time the information Member provided to LV Default changes. LV Default reserves its right to terminate or suspend access to LV Default services to any Member whose information LV Default believes, at LV Default's sole discretion, to be inaccurate or misleading.

LV Default may refer Professional Service Providers, mortgage lending or other service providers (collectively, "Service Providers") to Members. The terms of any agreement between a Member and any Service Provider referred by LV Default are not endorsed, warranted, guaranteed, recommended or otherwise known to or by LV Default.

For its services and referrals, LV Default may receive payment from Service Providers. Membership with LV Default and use of LV Default services constitutes Member's acknowledgment of and agreement to this compensation arrangement.

LV Default may from time to time offer eligible Members promotional opportunities. Not all Members may be eligible to receive all promotional opportunities.

#### Other Service Providers

From time to time LV Default may include on its websites third-party Service Providers such as a moving, magazine or a mortgage service provider. LV Default posts these services on its websites as a service to its Members. LV Default is not responsible for and makes no warranty or representation as to the quality or performance of the services offered by or through these other Service Providers. It is the Member's responsibility, and LV Default encourages this for all Members, to independently investigate the qualifications of each Service Provider and to carefully review each Service Provider offering prior to entering into any engagement.

LV Default is not responsible or liable for any acts or omissions created or performed by these other Service Providers. LV Default's websites may contain links to websites maintained by third-party Service Providers. Such links are provided for Member convenience and reference only. LV Default does not operate or control, in any respect, any information, software, products or services available on such websites. LV Default's inclusion of a link to such websites does not imply any endorsement, warranty, guarantee or recommendation of these websites, contents, products or services of the sponsoring organization.

#### Third-Party Content

LV Default is a data aggregator of content supplied by third parties and Members and as such does not have editorial control over the opinions, advice, statements, services, offers or other content provided, expressed or implied by third parties, including other Members of LV Default. LV Default reserves the right, but is not obligated, to screen and review any content provided to LV Default and remove or edit any content, if it does not comply with laws, rules or regulations, or for any other reason LV Default deems relevant.

## Modification Of LV Default Services

LV Default reserves the right to modify or discontinue any service, portion or attribute thereof, and the offering of any information, goods, content or product, with or without notice to any Member. LV Default is not liable to any Member in the event that LV Default exercises its right to modify or discontinue any service.

## PAYMENT OF CHARGES

### A. Payment Types & Memberships

LV Default primarily charges a monthly membership fee but other term time periods are available. The membership fee is calculated from the day of the term (usually monthly, but can include three month, six month, yearly, etc.) that the Member's paid membership commences. The Member agrees that if the Member applies for the three (3) day free trial membership and does not cancel trial membership, the Member authorizes LV Default to convert the Member's trial membership into a regular membership for the term they selected effective on the third (3rd) day, or 72 hours following the Member's initiation of the three (3) day trial membership. The Member authorizes LV Default to, and the Member agrees that LV Default may, charge to the Member's credit card, debit card or bank account, in advance, the Member's regular membership fee for each agreed upon term of the Member's selected membership term. The Member authorizes LV Default to, and the Member agrees that LV Default may, modify and/or change the term membership fee charged to the Member upon thirty (30) days notice to the Member sent by e-mail. The term membership fee, when paid, is non-refundable and accrues on the first day of each term and/or successive renewal term until canceled, regardless of whether or not the Member accesses the database. Notwithstanding the language in this paragraph, if the membership resulted from a special introductory promotional offer, then the terms of that specific promotional offer shall control.

### B. On Time Payment

The Member is required to pay all charges on time and agree to submit an accompanying payment authorization in connection with these charges when requested by LV Default. Credit card transactions require an acceptable and currently working/continuously valid credit card number/account. LV Default may terminate or disable the Member's participation in LV Default services if the Member fails to pay fully and in a timely manner all amounts due to LV Default. If the Member's credit card expires or is otherwise declined for payment, access to LV Default services and websites can be modified or suspended without notice to the Member. If any Member payment is more than thirty (30) calendar days past due, interest pro-rated daily, at the rate of 15 percent per annum on the outstanding balance, or the maximum allowable by law, whichever is less, shall accrue, and the entire amount of unpaid charges and/or any other outstanding balance (if any), plus this assessment, will become immediately due and payable. The Member shall pay all costs of collection, including legal fees, incurred by LV Default. The Member is responsible for any premium charges incurred in connection with the use

of information, content, goods, products or services that are provided at an extra cost. All fees are quoted and payable in United States Dollars. The Member is also responsible for paying all applicable taxes for information, content, goods, products or services and any other costs incurred in connection with the use of or access to LV Default and its websites.

### C. Payment Methods

The Member's complete billing address and telephone number must be provided to process payments. LV Default accepts major credit cards including Visa, MasterCard and American Express and may accept bank drafts, including personal checks, money orders, cashiers checks, and company checks sent by mail. However, for mailed payments, LV Default does not offer a 7-day free trial and may not credit the applicable account until additional procedures are completed and after LV Default's bank certifies receipt of funds — typically five (5) business days. LV Default may charge a twenty-dollar (\$20.00) handling fee, or the maximum allowable by law, whichever is less, for each check returned unpaid for insufficient funds or any other reason.

### D. Account Discrepancies

A Member may contact LV Default Customer Service by e-mail at support@LVDefault.com or telephone at (702) 433-4583 concerning charges or other questions regarding the status of the Member Account. However, if the Member's account questions are not satisfactorily resolved within fifteen (15) business days of Member's calling or sending an e-mail, and in no event later than ninety (90) days after a questionable account billing or other discrepancy should have been discovered, the Member must write to the Customer Service Department, LVD/UHI/ACS, PO Box 80681, Las Vegas, NV 89180, delivered by United States mail or by fax to (702) 471-0006. Otherwise, any and all such Member complaints are waived.

## DISCLAIMERS AND LIMITATIONS

LV Default attempts to ensure that the information contained in its websites is accurate and reliable; however, errors sometimes occur. LV Default does not guarantee the accuracy of the information contained in this site and instructs you to independently verify the accuracy of the information provided. In addition, LV Default may make changes and improvements to the information provided herein at any time. THE WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH THEM ARE PROVIDED "AS IS." LV DEFAULT, ITS SUPPLIERS, PARTICIPATING LENDERS, PROFESSIONAL SERVICE PROVIDERS, THIRD-PARTY CONTENT PROVIDERS AND OTHER SERVICE PROVIDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCT, GOOD AND SERVICE PROVIDED THEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BY THE MEMBER'S USE OF LV DEFAULT'S SERVICES, THE MEMBER AGREES AND ACKNOWLEDGES THAT THE MEMBER'S USE OF ALL LV DEFAULT INFORMATION, SOFTWARE, PRODUCTS, GOODS AND/OR SERVICES PROVIDED IN, BY OR THROUGH LV DEFAULT AND/OR ITS WEBSITES IS AT THE MEMBER'S OWN RISK. LV DEFAULT AND/OR ITS SUPPLIERS AND PROVIDERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF LV DEFAULT'S SERVICES OR WITH THE DELAY OR INABILITY TO USE ITS WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, GOODS AND/OR SERVICES OBTAINED THROUGH THE WEBSITES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER OR NOT THE MEMBER KNOWS, SUSPECTS OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE MEMBER, IF THE MEMBER RESIDES IN SUCH A JURISDICTION.

#### INDEMNITY

As a condition of use of LV Default websites, the Member agrees to indemnify LV Default and its suppliers, distributors, or other Service Providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from Member's use of LV Default's services, including without limitation, any claims alleging facts, that if true, would constitute a breach by Member of this Agreement by the Member.

#### DISPUTE RESOLUTION

The Member agrees that any claim or controversy, arising out of or relating to the use of LV Default's services, to the goods or services provided by LV Default, or to any acts or omissions for which the Member may contend LV Default is liable, including but not limited to any claim or controversy ("Dispute"), shall be finally, and exclusively, settled by arbitration in Clark County, Nevada. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the Member shall select an arbitrator from a panel of arbitrators acceptable to LV Default. In any arbitration, LV Default will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration being paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand therefore. Any judgment upon the award rendered by the arbitrator may be entered only in a court of competent jurisdiction in Clark County, Nevada. Member and LV Default agree that the arbitrator

shall have limited authority to award damages such that the arbitrator shall not have the power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN THE MEMBER AND LV DEFAULT WILL BE RESOLVED BY BINDING ARBITRATION IN CLARK COUNTY, NEVADA. THE MEMBER THUS GIVES UP THE MEMBER'S RIGHT TO GO TO COURT TO ASSERT OR DEFEND THE MEMBER'S RIGHTS. THE MEMBER ALSO GIVES UP THE MEMBER'S RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. THE MEMBER'S RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. THE MEMBER AND LV DEFAULT RETAIN THE RIGHT TO PURSUE INJUNCTIVE RELIEF IN COURT, AND AGREE THAT SUCH CLAIMS FOR INJUNCTIVE RELIEF MAY ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN CLARK COUNTY, NEVADA.

#### OTHER TERMS

These Terms of Use shall be subject to and construed in accordance with the laws of the State of Nevada, excluding its conflict of laws principles. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in arbitration, judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.