

## **CONDITIONS & TERMS**

THIS IS A LEGAL DOCUMENT BETWEEN YOU ("THE SUBSCRIBER") AND BUYERSPRO LLC, STATING THE TERMS AND CONDITIONS UNDER WHICH THE SUBSCRIBER MAY USE THE SOFTWARE AND SERVICES. BY CLICKING ON THE ACCEPT BUTTON, USING OR ACCESSING THE SOFTWARE OR ITS SERVICES, THE SUBSCRIBER INDICATES THAT HE HAS READ AND UNDERSTANDS THE AGREEMENT AND ACCEPTS TO BE BOUND BY THE TERMS SET FORTH. IF THE SUBSCRIBER DOES NOT ACCEPT THE AGREEMENT, THE SUBSCRIBER SHALL CLICK THE REJECT BUTTON AND SHALL NOT USE OR ACCESS THE SOFTWARE OR ITS SERVICES.

### **BUYERSPRO.COM SUBSCRIBER AGREEMENT**

This BUYERSPRO.COM Subscriber Agreement ("Agreement") is made as of the Effective Date, by and between BuyersPro, a Florida corporation with offices located at 18459 Pines Blvd., Pembroke Pines, FL 33029 Suite 139 ("BuyersPro ") and the party identified as Subscriber on the Subscriber Application ("Subscriber").

### **WITNESSETH**

WHEREAS, BUYERSPRO.COM developed and owns that certain software entitled BUYERSPRO.COM ("Software" as defined hereinafter), which provides tools for customers to create and maintain web sites on the Internet through the Software web page ("Services" as defined hereinafter); and

WHEREAS, Subscriber desires electronic assistance and tools to create and maintain an Internet web site; and

WHEREAS, Subscriber is familiar with the Software and has determined that the Software will satisfy the requirements of Subscriber; and

WHEREAS, Subscriber desires to access the Software and use the Services in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, the Subscriber and BUYERSPRO hereby agree as follows:

### **ARTICLE I: RECITALS AND DEFINITIONS**

**Section 1.01** – Recitals: The above recitals and identification of parties are true and correct. **Section 1.02** – Definitions: The following definitions shall apply:

**Access:** The term “access” and variants thereof (including, without limitation, “accessing” and “accessible”) shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

**Associates:** The term “Associates” shall mean employees of BUYERSPRO and independent contractors hired by BUYERSPRO.

**Authorized Person:** The term “Authorized Person” shall mean a person or organization who is authorized in writing by BUYERSPRO to receive Proprietary Information and who agrees to maintain the propriety and confidentiality of such Proprietary Information.

**Cancellation Notice:** The term “Cancellation Notice” shall mean that written notice sent by BUYERSPRO to the Subscriber seeking to cancel this Agreement because of breach by the Subscriber.

**Consulting Services:** The term “Consulting Services” shall mean those certain consulting, support, and training services in connection with the BUYERSPRO.com Technology and Services, as requested by Subscriber and approved by BUYERSPRO in writing and provided to Subscriber by BUYERSPRO at BUYERSPRO then current time and material rates.

**Data:** The term “Data” shall mean any and all data and information contained in or obtained from the Software.

**Deliverable:** The term “Deliverable” shall mean that certain Software required to use the Services as made available to Subscriber by BUYERSPRO on the BUYERSPRO.com website.

**Documentation:** The term “Documentation” shall mean any and all written manuals, user’s guides, and Policy Statements concerning the Data, Software and Services, as provided in printed or electronic form to Subscriber by BUYERSPRO.

**Domain Name:** The term “Domain Name” shall mean that certain alphanumeric name by which a website is known on the Internet.

**Effective Date:** The term “Effective Date” shall mean the first date by which BUYERSPRO approves the Subscriber Application and has access to the BUYERSPRO.com website, features and services.

**Fee Schedule:** The term “Fee Schedule” shall mean that certain schedule of fees and payment terms for access to the Software and use of the Services by Subscriber, as made accessible by BUYERSPRO via the BUYERSPRO website and as modified by BUYERSPRO from time to time.

**Internet:** The term “Internet” shall mean that certain global network of computers commonly referred to as the Internet.

**BUYERSPRO.COM Technology:** The term “BUYERSPRO.COM Technology” shall mean the Password, Data, Deliverable, Software, System, Documentation, and any and all Technology relating to the Software.

**Licensed Content:** The term “Licensed Content” shall mean third party Technology incorporated in whole or part into the BUYERSPRO.COM Technology.

**Password:** The term “Password” shall mean that certain username and password the subscriber chooses for purposes of accessing the Software and Services.

**Policy Statement:** The term “Policy Statement” shall mean that certain written statement of policies (in printed or electronic form) concerning Subscriber access to the BUYERSPRO.COM Technology and use of the Services as may be adopted by BUYERSPRO and as modified by BUYERSPRO from time-to-time.

**Proprietary Information:** The term “Proprietary Information” shall mean the Password, Data and any and all information in connection with the BUYERSPRO.COM Technology which is disclosed to Subscriber by BUYERSPRO or learned or obtained by Subscriber and is not: (i) conveyed to Subscriber by a third party; (ii) released by BUYERSPRO without restriction; (iii) independently developed by Subscriber; and (iv) required by Court Order to be released by Subscriber.

**Registration Company:** The term “Registration Company” shall mean an entity that administers the valid registration and maintenance of Domain Names.

**Registration Fee:** The term “Registration Fee” shall mean that certain fee charged by BUYERSPRO to the Subscriber for the registration of a Domain Name to host the Subscriber Technology, as set forth in the Fee Schedule.

**Restatements:** The term “Restatements” shall mean Section 757 of the Restatement of Torts, Section 39 of the

Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act and 18 U.S.C. § 1839.

**Services:** The term “Services” shall mean those certain web site development and consulting services as provided by BUYERSPRO to Subscriber through the Software for purposes of accessing and retrieving Data to create Subscriber Technology.

**Software:** The term “Software” shall mean that certain software that contains tools for creating and maintaining Internet websites, which is referred to by the parties as BUYERSPRO.COM, as made accessible to Subscriber by BUYERSPRO via the Internet.

**Subscriber Application:** The term “Subscriber Application” shall mean that certain completed electronic form for requesting a Password and access to the Software under the terms of this Agreement as submitted to BUYERSPRO by Subscriber and approved by BUYERSPRO.

**Subscriber Fee:** The term “Subscriber Fee” shall mean those certain fees charged by BUYERSPRO to Subscriber for access to the Software and use of the Services under this Agreement for the Term, as identified in the Fee Schedule.

**Subscriber Technology:** The term “Subscriber Technology” shall mean any and all Technology or information developed by Subscriber using the Services.

**System:** The term “System” shall mean computer systems and communications equipment owned or leased by BEB VESTOR and used for hosting the Subscriber Technology.

**Technology:** The term “Technology” shall mean any and all information, data, applications, methodologies, techniques, ideas, solutions, processes, adaptations, products, concepts, procedures, works of authorship, software, scripts, documentation, flow charts, diagrams, software libraries, databases, data structures, data models, data, dictionaries, fields, records, screen displays and graphic interfaces.

**Term:** The term “Term” shall mean a one-month period of time starting on the Effective Date and continuing one month thereafter and shall be renewable as provided under Section 4.01 of this Agreement.

**Unauthorized Access:** The term “Unauthorized Access” shall mean any access to the Software and the Services except for the exclusive purposes of using the Services; accessing, retrieving, and viewing Data.

**Unauthorized User:** The term “Unauthorized User” shall mean any individual who accesses the Software or the Services except for: (1) employees of Subscriber authorized by Subscriber to access the Software or the Services for purposes of using the Services; accessing, retrieving, and viewing Data; (2) Authorized Persons who are authorized in writing by BUYERSPRO to access the Software and the Services.

## **ARTICLE II: SCOPE OF SERVICES**

**Section 2.01** – Access: BUYERSPRO hereby grants Subscriber a non-exclusive and non-transferable license to access the Software, Services, Deliverable, and Documentation during the Term, subject to the terms and provisions of this Agreement.

**Section 2.02** – Deliverable: On the Effective Date, Subscriber shall download and install the Deliverable on a computer for the purposes of using the Services. Subscriber hereby acknowledges and agrees that access to the Software requires use of the Deliverable and Subscriber shall be solely responsible for downloading, implementing, configuring, and maintaining the Deliverable. Upon request by Subscriber and approval by BUYERSPRO in writing, BUYERSPRO shall perform Consulting Services to assist Subscriber to implement the Deliverable.

**Section 2.03** – Subscriber Content: During the Term, Subscriber may input Subscriber Content into the Software using the Services; retrieve and create Subscriber Technology using Software and the Services. Subscriber shall not modify or delete any Data or information except Subscriber Content.

Subscribers represents, warrants, affirms and agrees that the data, information and services provided by BUYERSPRO.COM to Subscribers will only be used by the Subscribers and that Subscribers 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. further represents, warrants, affirms and agrees that the Subscriber will not transfer, sell, convey, use, resell or sublicense any data, information or services provided by BUYERSPRO.COM to The Subscriber in any medium, form, manner or format whatsoever, for any purpose including, but not limited to the following:

Use other than The Subscriber’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; 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.

**Section 2.04** – Password: The Subscriber shall choose a Password for purposes of accessing the Software and using the Services during the Term. Subscriber hereby accepts responsibility for, and shall be liable for, all access to the Software, Data and Services in connection with the Password. Subscriber shall access the Software and the Services only using the Password. Subscriber shall be responsible for the confidentiality and maintenance of the Password. All assignments of the Password by Subscriber shall be void.

**Section 2.05** – Unauthorized Access: Subscriber shall prevent Unauthorized Users from accessing the Software and the Services using the Password. Subscriber shall prevent Unauthorized Access to the Software and the Services using the Password.

**Section 2.06** – Lawful Purpose: Subscriber represents and warrants that Subscriber access to the BUYERSPRO.COM Technology shall not violate any contract, statute, rule, regulation or other obligation under which Subscriber is bound. Subscriber represents and warrants that Subscriber shall not access the BUYERSPRO.COM Technology or Services to conduct or solicit the performance of any business or activity that is tortious or prohibited by law.

**Section 2.07** – Policy Statement: Subscriber shall comply with the Policy Statement. BUYERSPRO may modify the Policy Statement from time to time in the exclusive discretion of BUYERSPRO. Such modified Policy Statement shall be deemed accepted and approved by Subscriber upon notice to Subscriber as provided under Section 8.09 of this Agreement.

**Section 2.08** – Reasonable Assistance: All telephone consultations shall be subject to the discretion of BUYERSPRO. If Subscriber requires an excessive amount of telephone consultations with BUYERSPRO concerning use of the Software or Services (as determined in the exclusive discretion of BUYERSPRO) Subscriber shall request Consulting Services performed by BUYERSPRO.

**Section 2.09** - The Subscriber Services: BUYERSPRO.COM allows The Subscribers to submit requests for service to independent third-party real estate and other related service providers. The Subscribers agree to supply BUYERSPRO.COM with information about themselves. BUYERSPRO.COM will use this information to provide certain details on an anonymous or non-anonymous basis to third-party affiliates who are, in most cases, the Subscribers of its network. As BUYERSPRO.COM uses email and telephones to provide BUYERSPRO.COM services, all BUYERSPRO.COM The Subscribers hereby consent to receive e-mails and telephone calls from BUYERSPRO.COM to qualify for and participate in BUYERSPRO.COM services. BUYERSPRO.COM Subscribers consent to receive e-mails and telephone calls from third parties, as BUYERSPRO Subscriber's service requests to and/or through BUYERSPRO.COM may require services from these third parties.

The Subscriber affirms that all of the information The Subscriber provides to BUYERSPRO.COM, whether online or otherwise, is accurate and complete. The Subscriber also agrees to update BUYERSPRO.COM with current and accurate information, if at any time the information The Subscriber provided to BUYERSPRO.COM changes. BUYERSPRO.COM reserves its right to terminate or suspend access to BUYERSPRO.COM services to any The Subscriber whose information BUYERSPRO.COM believes, at BUYERSPRO.COM's sole discretion, to be inaccurate or misleading.

BUYERSPRO.COM may refer Professional Service Providers, mortgage lending or other service providers (Collectively, "Service Providers") to the Subscribers. The terms of any agreement between a The Subscriber and any Service Provider referred by BUYERSPRO.COM are not endorsed, warranted, guaranteed, recommended or otherwise known to or by BUYERSPRO.COM. For its services and referrals, BUYERSPRO.COM may receive payment from Service Providers. The Subscribership with BUYERSPRO.COM and use of BUYERSPRO.COM services constitutes The Subscriber's acknowledgment of an agreement to this compensation arrangement.

BUYERSPRO.COM may from time to time offer eligible The Subscribers promotional opportunities. Not all Subscribers may be eligible to receive all promotional opportunities.

**Section 2.10** - Other Service Providers From time to time BUYERSPRO.COM may include on its websites third-party Service Providers such as a moving, magazine or a rental service provider. BUYERSPRO.COM posts these services on its websites as a service to its Subscribers. BUYERSPRO.COM 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 Subscriber's responsibility, and BUYERSPRO.COM encourages this for all The Subscribers, to independently investigate the qualifications of each Service Provider and to carefully review each Service Provider offering prior to entering into any engagement.

BUYERSPRO.COM is not responsible or liable for any acts or omissions created or performed by these other Service Providers.

BUYERSPRO.COM's websites may contain links to websites maintained by third-party Service Providers. Such links are provided for The Subscribers convenience and reference only. BUYERSPRO.COM does not operate or control, in any respect, any information, software, products or services available on such websites. BUYERSPRO.COM'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.

**Section 2.11 -Third-Party Content and Screening** BUYERSPRO.COM is a data aggregator of content supplied by third parties and The Subscribers 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 Subscribers of BUYERSPRO.COM. BUYERSPRO.COM reserves the right, but is not obligated to screen and review any content provided to BUYERSPRO.COM and remove or edit any content, if it does not comply with laws, rules or regulations, or for any other reason BUYERSPRO.COM deems relevant.

**Section 2.12 - Modification of BUYERSPRO.COM Services** BUYERSPRO.COM 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 Subscriber. BUYERSPRO is not liable to any Subscriber in the event that BUYERSPRO.COM exercises its right to modify or discontinue any service.

### ARTICLE III: HOSTING SERVICES

**Section 3.01 – Hosting:** During the Term, BUYERSPRO shall host the Subscriber Technology on the System to provide Subscriber access to the Subscriber Technology on the Internet. The Subscriber hereby acknowledges and agrees that access to the Subscriber Technology requires that the Subscriber Technology be hosted on the System.

During the Term, BUYERSPRO shall be responsible for any and all direct costs incurred by BUYERSPRO to host the Subscriber Technology. Upon termination or cancellation of this Agreement, BUYERSPRO shall no longer host the Subscriber Technology and Subscriber shall not have access to the Subscriber Technology. Upon request by Subscriber and approval of



BUYERSPRO in writing, BUYERSPRO shall assist Subscriber to transfer the Subscriber Content to Subscriber or a third party upon termination or cancellation of this Agreement.

**Section 3.02 – Back-Up:** BUYERSPRO shall perform routine backup of all files stored on the System.

**Section 3.03 – Service Level:** The Subscriber Technology shall be made available to Subscriber twenty four (24) Hours a day, seven (7) days a week, less downtime that is attributable to: (i) scheduled network, hardware, or service maintenance; (ii) the acts or omissions of Subscriber or Subscriber’s employees, agents, contractors, or vendors gaining access to the Software by means of Subscriber’s Password; or (iii) a failure of the Internet and/or public switched telephone network (collectively, the “Excusable Downtime”).

**Section 3.04 – Conversion:** Subscriber hereby acknowledges that BUYERSPRO may remove, migrate, or convert (as the case may be) the Subscriber Content and Subscriber Technology from the Software from time to time, for the purposes of maintenance, installation, updates, replacements, backup, or modifications to the Software or Services.

#### **ARTICLE IV: TERM OF AGREEMENT**

**Section 4.01 –Term:** This Agreement shall be valid for the Term. The Term shall automatically renew on that certain numeric day of the next succeeding monthly occurrence of the numeric day that is the same numeric day of the Effective Date unless this Agreement is earlier terminated or canceled as provided hereunder.

**Section 4.02 – Termination Limitations:** This Agreement shall only be terminated or canceled as provided under this article IV.

**Section 4.03 – Termination:** Either party may terminate this Agreement for convenience upon providing twenty-four (24) hours advance written notice of termination to other party.

**Section 4.04 – Cancellation for Cause:** If Subscriber fails to comply with any obligation under this Agreement, BVB VESTOR may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Subscriber. Upon receiving Cancellation Notice, Subscriber shall have three (3) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required three-day period, BUYERSPRO shall have the right to cancel this Agreement as of the eleventh (4th) day following the date of the Cancellation Notice.

**Section 4.05** – Shut-off: Notwithstanding Sections 4.03 and 4.04, BUYERSPRO shall have the right to disable and deny the Password and cancel the Agreement without notice upon Subscriber violation of Section 2.06 or upon BUYERSPRO receipt of notice from a third party challenging use of the Software and Services by Subscriber.

**Section 4.06** – Deactivation and Removal: Upon termination or cancellation of the Agreement, BUYERSPRO shall have the right to disable and deny the Password and cease all Subscriber access to the BUYERSPRO.COM Technology and Services. Upon termination or cancellation of the Agreement, BUYERSPRO shall remove, migrate or convert (as the case may be) the Subscriber Technology and BUYERSPRO shall destroy all Subscriber Content in its possession, except as otherwise agreed by the parties as follows. Upon request by Subscriber and approval by BUYERSPRO in writing, BUYERSPRO shall assist Subscriber to transfer the Subscriber Content to Subscriber or a third party. Subscriber shall be responsible for and shall pay all fees and costs in connection therewith. Subscriber shall destroy or return (as requested by BUYERSPRO) any copies of Deliverable, Documentation, or BUYERSPRO property in possession of Subscriber.

## **ARTICLE V: FEES**

**Section 5.01** – Subscriber Fee: Subscriber shall pay the Subscriber Fee to BUYERSPRO in advance of each Term as set forth in the Fee Schedule. Neither the Subscriber Fee nor any portion thereof shall be refunded by BUYERSPRO in the event of termination of this Agreement by Subscriber or cancellation of this Agreement by BUYERSPRO. BUYERSPRO shall have the right to modify the Fee Schedule from time to time upon providing Subscriber advance written notice of such modifications.

**Section 5.02** – Costs: Subscriber shall pay all costs incurred in accessing the BUYERSPRO.COM Technology and using the Services, including (without limitation) all telecommunications charges.

**Section 5.03** – Consulting Services: Any Consulting Services provided by BUYERSPRO to Subscriber shall be invoiced to Subscriber by BUYERSPRO at the time and material rates of BUYERSPRO prevailing at the time such services are rendered as set forth in the Fee Schedule.

**Section 5.04** – Invoice: Subscriber shall pay any invoices submitted by BUYERSPRO to Subscriber (in printed or electronic form) for fees and expenses in connection with the Software, Services, and Consulting Services. Customer shall pay any such invoice in full on the due date.

**Section 5.05** – Late Fee: Any amount of money which is not paid by Subscriber when due shall not be increased of such unpaid amount for each month (or any portion thereof) in which such amount is due and not paid.

**Section 5.06** – Failure to Pay: Notwithstanding Section 5.05, Subscriber failure to pay any amount (or any portion thereof) when due shall constitute a material breach of the Agreement and shall be sufficient cause for cancellation of the Agreement as provided under Section 4.04

## **ARTICLE VI: INTELLECTUAL PROPERTY**

**Section 6.01** – Ownership and Title: Title to the BUYERSPRO.COM Technology (excluding Licensed Content, Subscriber Content, and Subscriber Technology), including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of BUYERSPRO.

**Section 6.02** – Reverse Engineering: Customer shall not reverse engineer the Software and shall use reasonable efforts to prevent reverse engineering of the Software.

**Section 6.03** – Modifications: Subscriber shall not copy the Software and Documentation and shall not allow the Software and Documentation to be copied without the prior written consent of BUYERSPRO. Subscriber shall not modify the Software and Documentation and shall not allow the Software and Documentation to be modified without the prior written consent of BUYERSPRO. If the Software or Documentation is modified, such modifications shall be the sole and exclusive property of BUYERSPRO and BUYERSPRO shall own any and all of the rights, title, and interests to such modifications, including (but not limited to) any and all copyrights, patents, and trade secrets related thereto.

**Section 6.04** – Proprietary Information: Subscriber shall not disclose Proprietary Information except to Authorized Persons. Subscriber shall hold Proprietary Information in strict confidence and shall not duplicate, use or disclose Proprietary Information except as otherwise permitted under this Agreement. Subscriber hereby acknowledges and agrees that the Proprietary Information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret as defined under the Restatements.

**Section 6.05** – No Contest: Subscriber shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of BUYERSPRO in connection with the BUYERSPRO.COM Technology.

**Section 6.06** – Employee Pirating: Subscriber shall not induce or solicit (directly or indirectly) any Associate of BUYERSPRO to leave the employ or hire of BUYERSPRO or engage (directly or indirectly) the services of such Associates (as an employee, consultant, independent contractor or otherwise) without the prior written consent of BUYERSPRO.

**Section 6.07** – Non-compete: Subscriber shall not (directly or indirectly) promote, advertise, market or provide any product or service similar to or competitive with the Software or Services.

## **ARTICLE VII: WARRANTY**

**Section 7.01** – Warranty: BUYERSPRO hereby represents and warrants that the Services shall be provided on a reasonable efforts basis and shall conform to the standards generally observed in the industry for similar services.

**SECTION 7.02** – WARRANTY LIMITATION: THE WARRANTY SET FORTH IN SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES BY BUYERSPRO, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTY SET FORTH IN SECTION 7.01, BUYERSPRO HEREBY DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY. THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. BUYERSPRO does not guarantee or warrant the accuracy, completeness or usefulness of the SOFTWARE. BUYERSPRO does not make any warranty and subscriber hereby waives any and all warranties as to the results obtained from the services or as to the accuracy or reliability of the SOFTWARE. Subscriber hereby acknowledges and agrees that use of the services shall be at the sole and exclusive risk of subscriber and subject to the restrictions, terms and conditions, rules, regulations, policies, applicable laws and the policy statement governing the services. BUYERSPRO shall not be liable under any circumstances for harm or damages resulting from or arising out of subscriber inability to use the services.

**Section 7.03** – Inaccuracies: Subscriber hereby acknowledges that the Data may contain errors, inaccuracies and omissions. BUYERSPRO shall not be responsible for editing, correcting, modifying, reviewing or deleting any such Data.

Subscriber shall assume any and all risk of loss, harm or damage associated with Subscriber access to and use of the BUYERSPRO.COM Technology.

**Section 7.04** – Express Warranties: Subscriber hereby acknowledges and agrees that BUYERSPRO (including officers, employees, agents, directors and independent contractors of BUYERSPRO) has not made or granted to Subscriber any express warranties concerning the BUYERSPRO.COM Technology, excepting the warranty in Section 7.01.

**Section 7.05** – Limitation of Damages: BUYERSPRO shall not be liable to Subscriber for any lost profits or consequential, exemplary, incidental or punitive damages, regardless of whether BUYERSPRO has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of BUYERSPRO for any reason and for any cause of action whatsoever in connection with the BUYERSPRO.COM Technology shall be limited to the Subscriber Fee for one calendar month of access.

**Section 7.06** – Force Majeure: BUYERSPRO shall not be liable to Subscriber for failing to perform its obligations hereunder because of circumstances reasonably beyond the control of BUYERSPRO.

Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of Subscriber to cooperate with the reasonable requests of BUYERSPRO, breach of this Agreement by Subscriber, and any other events reasonably beyond the control of BUYERSPRO.

**Section 7.07** – Content Warranty: Subscriber represents and warrants that any and all information provided by Subscriber in connection with this Agreement, the Subscriber Application, the Password and the Services shall be true, accurate, complete and current.

**Section 7.08** – Indemnification: Subscriber shall release, defend, indemnify and hold harmless BUYERSPRO from and against any and all claims, liability, losses and damages arising in connection with: (1) Subscriber access to the BUYERSPRO.COM Technology; (2) use of the Services by Subscriber; (3) the Subscriber Content and the Subscriber Technology; and (4) breach of this Agreement by Subscriber.

**Section 7.09** – Export Assurance: Subscriber shall not disclose, export, distribute or transfer any Data to any third party individual or entity or any division, affiliate or subsidiary of Subscriber

located in any country other than the United States. Subscriber shall not perform any act in conflict with or in violation of the export laws and regulations of the United States.

**Section 7.10** – Subscriber Warranty: Subscriber hereby represents and warrants that Subscriber possesses all necessary rights, title, and interest in the Subscriber Content and Subscriber Technology, free and clear of any encumbrances, third-party interests, and restrictions for purposes of using the Software and Services.

**Section 7.11** – Loss of Subscriber Content: Programming, software design errors, maintenance of the Software and Services, or unauthorized access to the Software and Services may result in the loss of Subscriber Content. BUYERSPRO shall not be responsible for any loss of Subscriber Content.

**Section 7.12** – Merchantability Limitation: Subscriber is solely responsible for determining whether the Software and Services are suited for Subscriber's needs and the results obtained from the Software and Services. BUYERSPRO makes no claim that the Software and Services are suitable for the needs of Subscriber.

## **ARTICLE VIII: MISCELLANEOUS**

**Section 8.01** – Assurances: Subscriber represents and warrants that all representations, warranties, recitals, statements and information provided to BUYERSPRO under this Agreement and the Subscriber Application are true, correct and accurate as of the Effective Date.

**Section 8.02** – Entire Agreement: This Agreement contains the entire understanding of the parties relating to the BUYERSPRO.COM Technology and supersedes all previous verbal and written agreements between BUYERSPRO and Subscriber relating to the BUYERSPRO.COM Technology. The Subscriber Application, Policy Statement, and Fee Schedule (as modified by BUYERSPRO from time to time) are incorporated herein by this reference and made a part of this Agreement.

**Section 8.03** – Continuation: The terms and provisions of Sections 4.06 and 5.01 and Articles I, VI, VII and VIII of this Agreement shall survive termination and cancellation of this Agreement.

**Section 8.04** – Amendments and Modifications: Excepting modifications to the Policy Statement and Fee Schedule, any alteration, modification or amendment of this Agreement shall be void unless such alteration, modification or amendment is in writing and signed by the parties hereto.

**Section 8.05** – Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

**Section 8.06** – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

**Section 8.07** – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 8.08** – Governing Law: This Agreement is governed by the laws of the State of Florida without regard to any rules of conflict or choice of laws that require the application of laws of another jurisdiction, and venue shall be Fort Lauderdale Florida.

**Section 8.09** – Subscriber Notice: All notices shall be in writing. Notices to Subscriber shall be deemed delivered when delivered electronically, by commercial overnight delivery service, by Certified or Registered Mail - Return Receipt Requested - or by hand to an address set forth for Subscriber on the Subscriber Application. Notices to Subscriber shall be deemed given on the date notice is delivered electronically or by hand to Subscriber or on the date of receipt by Subscriber (as evidenced in the case of Certified or Registered Mail by Return Receipt), whichever occurs first. Notices delivered to Subscriber electronically (including, without limitation, electronic mail) shall be deemed written notices.

**Section 8.10** – BUYERSPRO Notice: Notices to BUYERSPRO shall be deemed delivered when delivered by commercial overnight delivery service, Certified or Registered Mail - Return Receipt Requested - or by hand to the person and address set forth below for BUYERSPRO. Notices to BUYERSPRO shall be deemed given on the date notice is received by BUYERSPRO (as evidenced in the case of Certified or Registered Mail by Return Receipt).

**BUYERSPRO Address:**

BUYERSPRO; 18459 Pines Blvd Pembroke Pines FL 33029 Suite

**Section 8.11** – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, singular or plural, as the context shall require.

**Section 8.12** – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy to BUYERSPRO. In addition to all other remedies that may be available at law or equity, BUYERSPRO shall have the rights of specific performance and injunction in the event of a breach or threatened breach of this Agreement by Subscriber.

**Section 8.13** – Bankruptcy: If any party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by another party, the filing party shall pay fees and expenses. If any party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

**Section 8.14** – Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to equitable remedies and remedies provided by law and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create a stoppage from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.

**Section 8.15** – Assignments: Any and all assignments of rights hereunder by Subscriber shall be void.

**Section 8.16** – Public Announcements: All public announcements concerning the BUYERSPRO.COM Technology or the relationship of Subscriber and BUYERSPRO under this Agreement shall be subject to the prior written approval of BUYERSPRO

**Section 8.17** – Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of MyTechnologyLawyer.com in Miami Florida. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of MyTechnologyLawyer.com. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by MyTechnologyLawyer.com.

**Section 8.18** – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration



(excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

## **ARTICLE IX - GOOGLE API**

Our site is a Real estate investor search engine that is embedded with a CRM system that will allow our clients to access email through the Gmail system, the access explanation goes as follows:

**Section 9.01** We need access to read (<https://www.googleapis.com/auth/gmail.readonly>).

**Section 9.02** Modify and compose (<https://www.googleapis.com/auth/gmail.modify> and <https://www.googleapis.com/auth/gmail.compose>).

**Section 9.03** Send (<https://www.googleapis.com/auth/gmail.send>), and access to permanent deletion with the purpose of offering the Subscriber an efficient service, make the necessary connections with their contacts and properties in our CRM.