

Legal

Terms of Use Agreement

Welcome to the website ("Website") for Amy Bell ("Proprietor"). Your use of this Website and the content and services provided through or in connection with this Website is subject to this Terms of Use Agreement ("Agreement"). Please carefully read this Agreement before accessing or using this Website. Each time you ("User") use our Website, you agree to be bound by this Agreement, including the liability disclaimers contained below. If User does not agree to this Agreement, User must immediately discontinue use of this Website and cannot download any information from it or access any services provided by Proprietor ("Services").

Materials on this Website may be accessed, downloaded and printed only for personal and non-commercial use. Materials on this Website may not be modified, reproduced, or publicly displayed, distributed or performed for any public or commercial purposes prior to our approval.

By using this Website, User agrees that User will not use any materials or information found on this Web Site for any purpose that is unlawful or prohibited by this Agreement, including, but not limited to, the use of this Website from locations outside of the United States of America or if you are under 18 years of age. User's permission to use the Website is automatically terminated if User violates any of the terms contained in this Agreement, subject to the Termination Agreement below.

It is our intention that data provided on a subject is of a general nature. Our Website does not represent an exhaustive treatment of subjects nor is the information intended to constitute accounting, tax, legal, consulting or other professional advice. Prior to making any decision or taking any action we kindly request User to contact User's tax or legal advisors.

Please use this Website and information at your own risk

The broker, seller, builder, and/or developer does not guarantee the accuracy of information such as square footage, lot size, asking price, architectural images, or other information concerning the condition or features of subject property. Information is deemed reliable, but is not guaranteed. Information may have been obtained from public records and/or other sources, and all buyers are advised to independently verify the accuracy of any and all information through personal inspection with appropriate qualified professionals.

Further, use of Website automatically and without any further action establishes a business relationship between User and Proprietor. As a result User agrees to allow Proprietor to contact User about its business via telephone, e-mail and /or standard mail using the contact information User has provided. User hereby consents to such contact even if User's phone number is on any Do Not Call list. User understands and agrees that we may maintain the information User submits to Proprietor whether User elects to use their services or not. In the event User no longer wants to receive these communications, User agrees to notify us directly.

Nothing contained herein shall constitute an offer or promise for a loan, loan commitment or interest rate lock-in agreement of any kind.

User understands and agrees that if User requests a product or service other than information regarding a loan product, Proprietor will share User information with certain business partners to process and fulfill User's request. User further agrees that such business partners may contact User by telephone, email or mail based on the information User submits, whether User elects to use their services or not. In the event User no longer wants to receive communications from a business partner, User agrees to notify the business partner directly. User also gives Proprietor permission to send User periodic updates concerning changes to the Website, Service or special offers which may be of interest.

User certifies to Proprietor that: (i) User is at least eighteen (18) years of age and a resident of, or located in, the United States; (ii) User assumes full responsibility for the use of the Website by any minors; (iii) User agrees that all information User has submitted to Proprietor, online or otherwise, is accurate and complete, and that User has not

knowingly submitted false information on or through the Website; and, (iv) User's use of the Website is subject to all applicable federal, state, and local laws and regulations.

Limitation of Liability

USER ASSUMES ALL RESPONSIBILITY FOR THE USE OF THIS WEBSITE. THE CONTENTS ARE PROVIDED "AS IS," AND ARE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FREEDOM FROM VIRUSES, BUGS, ERRORS, OR OTHER HARMFUL CODE OR COMPUTER PROGRAMMING ROUTINES; AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. PROPRIETOR MAKES NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OR THE PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE OR ANY HYPERLINKED SITE.

PROPRIETOR IS NOT LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAWS, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE, THE CONTENTS, OR ANY HYPERLINKED SITE, EVEN IF PROPRIETOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Proprietor's personal liability under this Agreement, if any, shall be limited solely to the amounts payable by Proprietor under this Agreement.

This Website is only intended to provide data and information that may be of interest to its Users. The Website's contents are comprised solely of general information and are not customized to a User's personal situation. Neither party shall be liable to the other party for incidental or consequential damages or the loss of anticipated profits arising from any breach of this Agreement by such party, even if such party is notified of the possibility of such damages. The rights and obligations of the parties set forth in this Agreement are the exclusive remedies of the parties with respect to the infringement of intellectual property rights. No right created under this Section may be asserted by any person not a party to this Agreement. No right or remedy conferred upon or reserved to any party to this Agreement is intended to be, nor shall be, deemed exclusive of any other right or remedy available at law or equity, except as otherwise provided in this Agreement, and each shall be cumulative of every other right or remedy. All obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights, and remedies otherwise imposed available by law.

All rights and remedies conferred hereunder and by law shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy.

You agree that any claim or cause of action arising out of or related to the use of this Website or this Agreement must be filed within one year after such claim or cause of action arose, or it is forever barred and waived, regardless of any statute or law to the contrary. Proprietor shall not be liable for any loss, damage, detention, delay or failure to perform in whole or in part, resulting from causes beyond control of Proprietor, including, but not limited to, fires, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, inability to obtain supplies of raw materials, or requirements or regulations of the United States government or any other civil or military authority. In no event shall Proprietor be liable for consequential damages.

Indemnification

User agrees to indemnify, defend, and hold harmless, Proprietor and its subsidiaries and affiliates, and their respective agents, officers, directors, employees, and contractors, from and against any and all loss, liability, claim, damage, and other expenses (including reasonable attorneys' fees) arising out of any action at law or other proceeding necessary to enforce any of the terms of this Agreement caused by or arising from User's: (1) violation of this Agreement; (2) access to or use of this Website or Service; or (3) failure to provide accurate, truthful, and complete, current personal information.

Violation of Terms; Termination

Proprietor may permanently or temporarily terminate, suspend, or otherwise refuse to permit User's access to this Website without notice and liability, if, in, Proprietor's sole determination, User violates any of the terms and

conditions, including the following prohibited actions; (i) use the Service for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Service; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent User's affiliation with a person or entity, conduct fraud, hide or attempt to hide User's identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Service; or, (x) bypass the measures we may use to prevent or restrict access to the Service.

Upon termination for any reason, User continues to be bound by this Agreement. Each party shall abide by and uphold any and all rights or obligations of the other accrued or existing as of the Termination Date. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION INCIDENTAL OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER. Termination shall not relieve User of his obligation to pay for all of Proprietor's services used.

Outside Links

Any hyperlinks contained in this Website belong to third-party sites ("linked sites") and are provided by Proprietor for User's convenience only. Proprietor does not control linked sites in any way and neither expressly nor implicitly (i) represents or warrants the truth or accuracy of any information included in any linked site or (ii) endorses or sponsors any linked site, the content of any linked site, or any products sold or services offered by any linked site. Use of these external websites is at User's own risk.

Governing Law; Arbitration

This Agreement and User's use of this Website shall be governed and construed according to the laws of the State of Georgia, without regard to choice of law principles. Any civil action, dispute, or proceeding, arising out of or relating to the Agreement and User's use of this Website, except for an injunctive action regarding a breach or threatened breach of any provision of the Agreement by User which shall be brought in a state court in Cobb County, Georgia, shall be referred to final and binding arbitration before a single arbitrator under the commercial arbitration rules of the American Arbitration Association. User and Proprietor shall jointly select the arbitrator. If User and Proprietor are unable to find a mutually satisfactory arbitrator within 30 days after the notice of arbitration is given, then the American Arbitration Association shall select the arbitrator. Arbitration will commence only when the party requesting it has deposited \$1,000 with the arbitrator for the arbitrator's fees and costs. Until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs, the party who requested arbitration is responsible for paying all fees that the arbitrator may periodically require. The arbitrator's final and binding conclusion may be entered in any court of competent jurisdiction. User agrees that User may be served with process in any such action by hand delivery, courier, overnight delivery service, or certified or registered mail, return receipt requested. User irrevocably and unconditionally waives and agrees not to plead, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action or claim with respect to this Agreement brought in the United States District Court for the State of Georgia or the courts of Cobb County. In any action brought in any court by User or Proprietor concerning this Agreement or the goods, a right to a trial before a jury shall be waived.

Changes in Agreement

Proprietor may update Services or this Agreement without notifying User and also may add Services, which may be governed by different or additional terms of use. Proprietor reserves the right to amend, modify, revise, and restate, at any time, this Agreement, without notice. If you continue to use the Service after the amended terms become effective, you are deemed to have agreed to be bound by the amended terms. If you do not agree to the amended

terms, then you agree not to use the Service. User's continued use of the Service constitutes an affirmative agreement by you to abide and be bound by the Agreement and its amended terms.

Severability

If for any reason any portion of the Agreement is held to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and the remainder of the Agreement will remain in full force and effect. User agrees that each provision to this Agreement shall be construed independent of any other provision of this Agreement. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. In the event any provision of this Agreement is deemed unenforceable, including, but not limited to, the liability disclaimers above, the unenforceable provision shall be replaced with an enforceable provision that most closely reflects the intent of the original provision.

Entire Agreement

The Agreement sets forth the entire agreement between User and Proprietor regarding the subject matter of the Agreement, and supersedes any prior oral or written statements or agreements with respect to the same. No representation, promise, inducement or statement of intention has been made by User and Proprietor that is not embodied in this Agreement. User and Proprietor shall not be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not contained in this Agreement. A printed version of this Agreement shall be admissible in 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.