

# ezHomeRecords USER AGREEMENT

## DEFINITIONS

ezHomeRecords.com" is owned and operated by LMG Associates, Inc. Additional information about our team is available on our website (www.ezHomeRecords.com). ezHomeRecords.com is one party to this agreement.

"You" are the subscriber, the customer of ezHomeRecords.com, and the user of its "Service." There may be up to five homes and five vehicles on each account. You may be an individual, corporation or other business or not-for-profit association or entity. You are the other party to this agreement.

The "Purpose" primarily is to assist you with the record keeping and related activity associated with your home(s) and or vehicle(s) We also provide a place where you can consider the goods and services of advertisers and sponsors and visit other websites linked to ours.

The "Content" is the "Data" you enter regarding your home(s) or vehicle(s), stored and organized according to the forms and programs developed and maintained by ezHomeRecords.com.

The "Service" is the ability to use the ezHomeRecords.com website to store important information about your home(s) and or vehicle(s) in an easy-to-use format. The Service is described on our website. The description may change from time to time. You are encouraged to view our website frequently to learn about new features or services aspects of our Service.

## PAYMENT TERMS

ezHomeRecords.com does not accept credit cards at this time. You'll be billed via email once your account is established. You'll have 45 days from receipt of invoice to remit payment. Your account will go into suspension if you are overdue by more than 60 days. There is a \$15.00 charge to re-activate your account in the event you are suspended.

## TERMS OF USE

ezHomeRecords.com offers its "service" as described on the ezHomeRecords.com website.

Non-Transferable Membership Restrictions. ezHomeRecords.com grants you a personal, non-exclusive, non-transferable license to use the Service solely for your own internal purposes. You may transfer an entire account but not individual home(s) or vehicle(s) within an account. If an account is transferred, the new owner must register a new name and password so that accurate Data can be entered in a timely manner.

Entering, storing, manipulating, analyzing, viewing or printing Data from home(s) and or vehicle(s) not included in the account; using the Content or Service for the business or personal purpose of anyone but you; resale of any part of the Content or Service; or any other unauthorized use is prohibited. ezHomeRecords.com retains all rights not expressly granted to you.

Restrictions. You are permitted to store, manipulate, analyze, print, and display the Content only for your personal use. Unauthorized use of the Service, or the resale of the Services without ezHomeRecords.com's prior written consent, is expressly prohibited.

Third Party Interaction/Links. In your use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers, or sponsors or other third parties showing their goods and/or services through the Service. You may also interact with third parties through links to other sites on the Internet. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. ezHomeRecords.com shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion due to any interaction between you and any such third-party.

Links to Third Party Sites. ezHomeRecords.com does not endorse any sites on the Internet that are linked through the Service. ezHomeRecords.com is providing these links to you only as a matter of convenience, and in no event shall ezHomeRecords.com be responsible for any content, products, or other materials on or available from such sites.

User Accounts. A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with ezHomeRecords.com. To open a user account, you or your company must complete the registration process by providing ezHomeRecords.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, you agree to submit accurate, current and complete information about you and promptly update such information. Should ezHomeRecords.com suspect that such information is untrue, inaccurate, not current or incomplete, ezHomeRecords.com has the right to suspend or terminate your usage of the Service. You will choose a personal, non-transferable password. Only authorized individuals registered with ezHomeRecords.com may access and use the Service.

Proprietary Rights. The Data you enter belongs to you. The Service is the intellectual property of ezHomeRecords.com and our intellectual property is reflected in the Content. Except for the licenses granted herein, you have no right, title or interest in or to the Service or any Content. You agree that ezHomeRecords.com or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, text, images, and other data.

User Responsibilities. You are also solely responsible for any and all activities that occur under your account and for ensuring that you exit or log-off from your account at the end of each session of use. You are responsible for the confidentiality and security of your password. You are expected to regularly visit the website and monitor your account, Data and Content. You shall notify ezHomeRecords.com immediately of any unauthorized use of your password or account or any other known or suspected breach of security. that is known or suspected by you. You shall also use your best efforts to stop immediately any unauthorized copying or distribution use of your account data that is known or suspected by you. ezHomeRecords.com shall not be responsible for any unauthorized access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by ezHomeRecords.com, or any transactions entered into through the Service or failure to abide by this Agreement. **THE MISUSE OR ABUSE OF OUR SYSTEM OR OUR SYSTEM RESOURCES WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR ACCOUNT.**

Account Information and Data. ezHomeRecords.com does not own any data, information or material that you submit or store in your account ("Data"). ezHomeRecords.com will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware that ezHomeRecords.com may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties but such information will not include personally identifying information without first obtaining user permission, and that your Internet protocol address is not transmitted with each message sent from your ezHomeRecords.com account. ezHomeRecords.com may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You, not ezHomeRecords.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and ezHomeRecords.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.

User Conduct. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations. in connection with the Service. In addition, without limitation, you agree not to use the Service to: (a) use information from the Service in connection with sending participate in or assist with unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (c) transmit through or post on the Service unlawful, harassing, libelous, abusive, harassing, tortuous, defamatory, threatening, harmful, abusive, libelous, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature, or material which is harmful to minors in any way; (d) transmit any material that may infringe on the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, or cancel bots; (f) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Service, other accounts of others, computer systems or networks connected to the Service, through password mining or any other means; or (h) harass or interfere with another user's use and enjoyment of the Service. ezHomeRecords.com has no obligation to monitor the Service and/or Content or any user's use thereof or retain the content of any user session. However, ezHomeRecords.com reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Termination. ezHomeRecords.com, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user account upon notice to ezHomeRecords.com at any time. Upon termination of an account, your right to use such account and the Service immediately ceases. ezHomeRecords.com shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party. **YOUR MISUSE OR ABUSE OF ANY ACCOUNT, ANY CONTENT, ANY ASPECT OF THE SERVICE OR EZHOMERECORDS.COM WILL RESULT IN IMMEDIATE TERMINATION OF YOUR ACCOUNT.**

Modification to Terms. ezHomeRecords.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service and/or by sending you an email message. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

General. This Agreement is deemed to be made and entered into in St. Louis County, Missouri and will be governed by Missouri law and controlling United States federal law, without regard to the choice or conflicts of law provisions of Missouri or any other jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal or and state courts located in of St. Louis County, Missouri. You shall not bring any action or make any claim or demand against ezHomeRecords.com arising out of this Agreement or any aspect of the Service without first giving notice to ezHomeRecords.com of the basis for the action, claim or demand and affording ezHomeRecords.com 60 days to address the issue. You specifically agree that no cause of action can or will be brought more than one year after the alleged breach or other basis for any action, claim or demand occurs. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and ezHomeRecords.com as a result of this Agreement or use of the Service. The failure of ezHomeRecords.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ezHomeRecords.com in writing. ezHomeRecords.com has the right to

assign any or all of its rights and obligations under this Agreement at any time. This Agreement comprises the entire agreement between you and ezHomeRecords.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **PRIVACY STATEMENT**

ezHomeRecords.com is committed to maintaining the privacy of their customers. Privacy on our website (the "Site") is of great importance to us. Because we gather important information from our visitors and customers, we have established this Statement as a means to communicate our information gathering and dissemination practices. We reserve the right to change this Statement and will provide advance notification of the change prior to the change taking effect. Except as we explicitly state at the time we request information, or as stated herein, or as provided for in the ezHomeRecords.com Terms of Use, we do not disclose your Data or identifying information to any third party the information provided. All billing information that we collect through the Site is used solely to bill for Services. This billing information is not used by ezHomeRecords.com for marketing or promotional purposes.

ezHomeRecords.com uses a third party intermediary to manage the credit card processing. This intermediary is solely a link in the distribution chain, and is not permitted to store, retain, or use the information provided, except for the sole purpose of credit card processing. Customers of the Service will be using the Site to host data and information ("Data"). ezHomeRecords.com will not review, share, distribute, print, or reference any such Data except as provided in the ezHomeRecords.com Terms of Use, or as may be required by law. Individual Data or Content records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or suspected violation of the Terms of Use, or as may be required by law. Of course, customers are responsible for maintaining the confidentiality and security of their user registration and password.

Collected Information. We require customers who register to use the services ("Services") offered on our Site to give us contact information, such as their name, address, phone number, and e-mail address, and billing information, such as billing name and address, credit card number and expiration date. ezHomeRecords.com uses the information that we collect to set up Services for our customers. We may also use the information to contact customers to further discuss customer interest in our company and the Services that we provide. Separately, customers are also asked to provide an email address when registering for the Service, in order to receive a username and password. We may also email information regarding updates to the Service.

Cookies. Cookies are files that your web browser places on your computer's hard drive and are used to tell us whether you have visited the Services previously. ezHomeRecords.com issues a session cookie only to record authentication information for the duration of a specific session. The session cookie does not include either the username or password of the user.

Log Files. Log files are maintained by LMG Associates, Inc. and may be used to capture the URLs of the pages visited, browser type, screen resolution, and IP addresses for the purpose of analyzing trends, tracking user movement, administering the site, and gathering broad demographic information for aggregate use. None of this information is linked to personally identifiable information.

Sharing of Information. ezHomeRecords.com may share aggregated demographic information about our customers, sales, traffic patterns, and related site information to reputable third-party vendors including our partners and advertisers. This is not linked to any personal information that can identify any individual person. Examples include reports on how many times a certain page was viewed, or how many distinct users used the service. ezHomeRecords.com will not disclose any of your personally identifiable information to any third party except (a) when such information is transferred to a purchaser of all or substantially all of ezHomeRecords.com's business interests, or (b) when we believe, in good faith, that such disclosure is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any of our user agreements, or (iii) protect the rights, property, or safety of ezHomeRecords.com, our users, or others.

Links. This privacy statement applies solely to information collected by the Site. The Site contains links to other sites. When you click on links and/or ad banners that take you to third-party web sites, you will be subject to the third parties' privacy policies. While we support the protection of privacy on the Internet, ezHomeRecords.com cannot be responsible for the actions of third parties or for their privacy practices. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every website with which they interact.

Security. ezHomeRecords.com uses industry-standard technologies when transferring and receiving consumer data exchanged with our site to help ensure its security. ezHomeRecords.com does employ encryption for account and data access. Credit card billing information is processed via a third-party's secure server.

Proprietary Rights. Except for the licenses granted herein, you have no right, title or interest in or to the Service or any Content. You agree that ezHomeRecords.com or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, text, images, and other data.

## **DISCLAIMER/LIMITS OF LIABILITY**

Indemnification. You shall indemnify and hold ezHomeRecords.com and its parents, 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 your use of the Service (including the Content) or breach of this Agreement.

Disclaimer of Warranties. This Service is provided "as is." EZHOMERECORDS.COM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. EZHOMERECORDS.COM DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (IV) ERRORS OR DEFECTS WILL BE CORRECTED, (V) 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. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EZHOMERECORDS.COM.

Limitation of Liability. IN NO EVENT SHALL EZHOMERECORDS.COM'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EZHOMERECORDS.COM BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF EZHOMERECORDS.COM HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

Local Laws and Export Control. ezHomeRecords.com controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. ezHomeRecords.com makes 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, 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 law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.