

TISERVICES, LLC WEBSITE "myTitleIns.com" SERVICES LISTING AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions together with the Services Listing Form create the Agreement between TISERVICES LLC. "TI" and Service Provider "Provider" (the "Parties" and each a "Party") regarding Provider's purchase of the services set forth in the Services Listing Form and as further described and provided for in these Terms and Conditions. Capitalized terms not defined in these Terms and Conditions have the meanings given them in the Services Listing Form.

- 1. Services.** During the Term TI will display the Services Listing (as described in the Services Listing Form) on the Website. TI makes no representation or warranty regarding the other listed services and providers that are shown.
- 2. Fees.** Fees paid are in U.S dollars and are due prior to the posting of any services listing and must be transmitted via the website Services Listing Form or mailed to TI at the address listed in the Services Listing Form. TI may suspend providing the services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Fees are not prorated and/or refunded for any listing posted after the initial listing start date wherein the Provider requests to have their listing subsequently deleted or should a Provider cease business in providing the listed service.
- 3. Service Listing.** Provider's listing shall be posted to the website within 24hours (1 business day) after receipt of the Services Listing Form and payment of the selected and posted fees. Provider grants TI a non-exclusive, non-transferable, royalty-free license to display the Service Listing for purposes of the Agreement. At all times during the Term, Provider covenants, represents, and warrants the Service Listing shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance or regulation; (c) be defamatory or libelous; (d) be pornographic or obscene or inconsistent with the purpose of the Website; (e) violate any laws regarding unfair competition, antidiscrimination or false advertising; or, (e) contain viruses, or other similar harmful or deleterious programming routines. Provider shall be solely responsible for delivering the Service Listing to TI. TI may refuse to display a Service Listing it determines in its sole discretion does not fit the intent and content of the website and/or violates this Agreement.
- 4. Deletions & Modifications of Listing Information.** During the term of the listing, should any of the Provider's listing information change, the Provider shall contact and inform TI through the website, of any changes. Should it be determined and verified by TI that the Provider is no longer in business and/or providing the posted service, TI shall then have the right without any liability to remove the Provider's listing from the website.
- 5. Link.** At all times during the Term, Provider covenants, represents, and warrants: a) its website does not infringe or violate the copyright, trademark, or other rights of third parties, or any other law, court order, governmental regulation or other ruling of any governmental agency or entity; b) linking to its website will not subject TI to any liability or jeopardize TI's ability to protect its rights or its property in the manner it deems appropriate; and, c) no part of its website will contain, or link to, content that may be interpreted as criminal, libelous, or obscene or which may infringe or violate any third party's rights.
- 6. Warranty disclaimer.** TI provides the Website and services under the Agreement "As Is" and without warranty of any kind. TI does not guarantee continuous or uninterrupted display or distribution of the Service Listing. In the event of interruption, TI's sole obligation shall be to restore service as soon as reasonably possible. TI makes no representation or warranty regarding the number of views.
- 7. Liability limitation.** In no event shall TI be liable for any consequential, incidental, indirect, punitive, or special damages or for lost business or profits related to the Agreement. In no event shall TI's liability to Provider exceed the Fees actually paid under the Agreement.
- 8. Termination.** This Agreement will terminate upon the expiration of the Term. Also, the Parties may terminate the Agreement by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach(es) and affords the breaching Party ten (10) business days to cure the breach(es), failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.

- 9. Description of website transaction security.** Information security measures are utilized on the website to protect your online transactions with **TI**. The website utilizes encryption technology, such as Secure Sockets Layer (SSL), to protect your personal information during data transport. SSL protects information you submit via our website such as ordering information including your name, address and credit card number.
- 10. Data protection and privacy policy.** Except for purposes expressly authorized by and clearly contemplated by this Agreement, **TI** shall not use and shall not allow use of any Provider's data (e.g. Provider's input Information, email addresses, credit card account information) for any purposes to any third parties. Company shall institute and employ measures to protect Provider's data that are at least as stringent as Company uses to protect its own comparable business information.
- 11. Miscellaneous.** Colorado law will govern the Agreement. The Parties will maintain the fact of and terms of the Agreement as strictly confidential. No Party may assign the Agreement without the other's express written consent; however, **TI** may assign its rights and obligations under the Agreement to an affiliate, related, or subsidiary company in the normal course of business or in connection with a sale of **TI** or of all or substantially all of **TI**'s assets. Any other assignment shall be void and without force or effect. The Parties shall arbitrate any dispute regarding the Agreement before the AAA in Denver, Colorado, with the prevailing Party to recover its costs and fees. This Agreement is the entire and only agreement between the Parties regarding its subject matter, and all prior agreements between or among the Parties and related to the subject matter of the Agreement are of no force or effect. The individuals signing the Agreement (Purchase Order) personally represent, warrant, and covenant they have the authority to bind to the Agreement the Party on whose behalf they are signing it. Neither Party makes any representation, covenant, or warranty except as expressly set forth in the Agreement. This Agreement will not be construed against either Party by virtue of that Party having written all or any part of the Agreement. The Parties have had an opportunity to have counsel of their choosing review the Agreement. The failure on the part of a Party to enforce a term or provision of the Agreement will not constitute a waiver of the right to later enforce that provision. The Parties may not amend the Agreement except in a writing signed by both of them. The Parties may execute the Agreement in counterparts. Faxed or electronically stored executed copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement.