

HANLIN & ASSOCIATES REALTY LLC
ONLINE USER AGREEMENT AND PRIVACY POLICY

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ANY HAREALTYNC.ORG WEB SITE (COLLECTIVELY, THE "WEB SITE" OR "SERVICE") YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF, AND BE LEGALLY BOUND BY, THIS ONLINE USER AGREEMENT AND PRIVACY POLICY (THIS "AGREEMENT") BETWEEN YOU AND HOMEVESTORS. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE WEB SITE.

1. GENERAL INFORMATION.

1.1. Changes. The Web Site is provided by **Hanlin & Associates Realty LLC** reserves the right, at its discretion, to change the terms of this Agreement and/or change, suspend, discontinue or modify any aspect of the Web Site. Such modifications may include, without limitation, changes in content, in user priorities, and discontinuance of functional aspects of the Web Site.

1.2. Notices of Changes. Any notice or statement of changes/modifications described in Section 1.1 above will be displayed online, and any such display shall constitute effective notice under this Agreement for all purposes. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions. Additionally, your continued use of the Web Site after the posting of any notice of a change in the terms and conditions shall constitute your acceptance to be bound by the express terms of any such changes.

2. THE SERVICE AREA.

2.1. The "Service Area" shall mean all areas and aspects of the Service including, without limitation, text, data, photos, graphics and/or video or any information whatsoever obtained through the Web Site (collectively referred to herein as "Information"), **Hanlin & Associates Realty LLC** ' computers or network and any subscription or software, product, service, or information provided by **Hanlin & Associates Realty LLC** . **Hanlin & Associates Realty LLC** has entered into contractual relationships with certain vendors, sponsors, and advertisers of products or services (the "Vendors"), pursuant to which **Hanlin & Associates Realty LLC** may link to or display Information, advertisements, discounts, products, goods, or services offered by the Vendors. **Hanlin & Associates Realty LLC** does not guarantee the availability or accuracy of any such Vendor Information or offers, nor does it endorse, guarantee nor insure any Vendor products or services.

2.2. Hanlin & Associates Realty LLC Shall not be held liable, directly or indirectly, for any loss or damage caused by your use of: (a) any external site linked to the Service, (b) Vendor Information, or (c) Vendor products or services. Statements made on the Service Area concerning the products or services of **Hanlin & Associates Realty LLC** do not constitute an offer, but are merely solicitations of an offer.

3. LIMITATIONS ON USE AND USER SUBMISSIONS.

3.1. Copyright, Patent and Trademark Notice. All content of the Web Site provided by **Hanlin & Associates Realty LLC**, including, but not limited to, all text, photos, graphics, audio, software, presentations in any format and/or video is copyrighted by **Hanlin & Associates Realty LLC** or its affiliates or subsidiaries. Copyright © 2008. **Hanlin & Associates Realty LLC** All rights reserved.

No portion of the Information or other materials may be directly or indirectly copied, published, reproduced, modified, performed, displayed, sold, transmitted, published, broadcast, rewritten for broadcast or publication or redistributed in any medium, whether now known or hereafter created. The foregoing prohibition includes, but is not limited to "screen scraping" or "database scraping" to obtain lists of users or other Information. Nor may any portion of the Information or other materials be stored in a computer or distributed over any network, except that you may download or print one copy of pages strictly for personal and non-commercial use; however, any print out of any page of the Web Site or portion thereof, must include **Hanlin & Associates Realty LLC** copyright notice.

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of **Hanlin & Associates Realty LLC** All other content product names and company logos are trademarks of their respective owners. Neither these materials, nor any portion thereof, may be stored in a computer except as reasonably necessary for personal and non-commercial use; however, any print out of any page of the Web Site or portion thereof, must include **Hanlin & Associates Realty LLC** copyright notice.

3.2. Notice of Copyright Infringement. **Hanlin & Associates Realty LLC** respects the copyrights of others. **Hanlin & Associates Realty LLC** reserves the right, but not the obligation, to terminate your license to use the Services if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing.

3.3. Restricted Use of the Site. You agree to use the Service Area and Information for lawful purposes only. You agree not to post or transmit any information through the Service Area which: (a) infringes the rights of others or violates their privacy or publicity rights, (b) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, or (c) is protected by patent, copyright, trademark or other proprietary right without the express permission of the owner of such right. You shall be solely liable for any damages resulting from any infringement of patent, copyright, trademark or other proprietary rights, or any other harm resulting from your use of the Service.

3.4. Your Submission of Messages. You hereby grant **Hanlin & Associates Realty LLC** a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and use for any purpose all messages or other materials posted by you on the Service or any e-mail sent by you to **Hanlin & Associates Realty LLC** (in whole or in part) and to incorporate any such messages or other materials or e-mails in any form, into other media or technology whether now known or hereafter developed.

3.5. Public messages. All electronic forums made available to users of the Service are the sole property of **Hanlin & Associates Realty LLC** and are not a public forum. You understand and acknowledge that all information, data, files, software, music, sound, photographs, graphics, video, messages or other materials posted by any person or entity other than **Hanlin & Associates Realty LLC** ("Third-Party Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Third-Party Content originated. You assume total liability for all Third-Party Content that you upload, post, and email or otherwise transmit via the Service **Hanlin & Associates Realty LLC**. **Hanlin & Associates Realty LLC** assumes no liability for any such Third-Party Content. You agree not to use the Service to:

A. upload, post, e-mail or otherwise transmit any Third-Party Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or hateful, or is racially, ethnically or otherwise objectionable;

B. harm minors in any way;

C. impersonate any person or entity, including, but not limited to, an official or representative of **Hanlin & Associates Realty LLC** or falsely state or otherwise misrepresent your affiliation with a person or entity;

D. forge headers or otherwise manipulate identifiers to disguise the origin of any Content transmitted through the Service;

E. upload, post, e-mail or otherwise transmit any Third-Party Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

F. upload, post, e-mail or otherwise transmit any Third-Party Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

G. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

H. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or network;

I. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

J. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

K. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

L. "stalk" or otherwise harass another; or

M. collect or store personal data about other users.

You acknowledge that **Hanlin & Associates Realty LLC** does not pre-screen Third-Party Content, but that **Hanlin & Associates Realty LLC** and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Third-Party Content that is available via the Service. Without limiting the foregoing, **Hanlin & Associates Realty LLC** and its designees shall have the right to remove any Third-Party Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Third-Party Content, including any reliance on the accuracy, completeness, or usefulness of such Third-Party Content.

You acknowledge and agree that **Hanlin & Associates Realty LLC** may preserve Third-Party Content and may also disclose Third-Party Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Third-Party Content violates the rights of other third-parties; or (d) protect the rights, property, or personal safety of **Hanlin & Associates Realty LLC** its users, or the public.

3.6. Linking. Without the prior written consent of **Hanlin & Associates Realty LLC**, you may not use any of **Hanlin & Associates Realty LLC** ' proprietary logos, marks, or other distinctive graphics, video, or audio material in your links. You may not link to the Web Site or to any page thereof or engage in the practice of "deep linking" in any manner reasonably likely to: (a) imply affiliation with or endorsement or sponsorship of or by **Hanlin & Associates Realty LLC** ; (b) cause confusion, mistake, or deception; (c) dilute **Hanlin & Associates Realty LLC** ' trademarks or service marks; (d) otherwise violate state or federal law; or (e) constitute improper disparagement or disclosure concerning **Hanlin & Associates Realty LLC** or any of its respective affiliates, or their respective officers, directors, agents, franchises, or Vendors. You may not frame or otherwise incorporate into another Web Site any of the Information or other materials on this Web Site without the prior written consent of **Hanlin & Associates Realty LLC**.

4. ACCESS AND DELAYS IN SERVICES.

Hanlin & Associates Realty LLC its affiliates, subsidiaries, and Vendors shall have no responsibility to provide you access to the Web Site. Further, **Hanlin & Associates Realty LLC** its affiliates, subsidiaries, and Vendors shall not be liable to you for any loss or liability resulting, directly or indirectly, from delays, inaccuracies, errors, omissions or interruptions of the Service for any reason, including, without limitation, due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, acts of terrorism, or to other like causes.

5. MONITORING OF SITE.

You acknowledge that **Hanlin & Associates Realty LLC** reserves the right to, and may from time to time, monitor for all lawful purposes any and all Third-Party Content transmitted or received through the Service. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All Third-Party Content, including personal information, placed on or sent over the Service may be monitored. Use of the Service, authorized or unauthorized, constitutes consent to such monitoring and to the other terms of this Agreement.

6. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY.

6.1. General Disclaimer and Limited Warranty. You acknowledge that certain aspects of the Information and/or Vendor Information and links provided through the Web Site are compiled from sources

which may be beyond the control of **Hanlin & Associates Realty LLC** Though such Information and links are recognized by the parties to be generally reliable; the parties acknowledge that inaccuracies may occur. , **Hanlin & Associates Realty LLC** its licensors and Vendors do not warrant the accuracy or suitability of any such Information. Neither **Hanlin & Associates Realty LLC** nor its licensors or Vendors represent or endorse the accuracy or reliability of the Information distributed through the Service. **FOR THIS REASON, YOU ACKNOWLEDGE THAT THE WEB SITE IS PROVIDED TO YOU ON AN "AS IS WITH ALL FAULTS BASIS." HOMEVESTORS AND ITS LICENSORS AND VENDORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING. FURTHER, HOMEVESTORS AND ITS LICENSORS AND VENDORS NEITHER REPRESENT NOR WARRANT THAT THE WEB SITE WILL MEET YOUR REQUIREMENTS OR IS SUITABLE FOR YOUR NEEDS OR WILL ACHIEVE ANY DESIRED RESULT.**

6.2. You assume all risk of errors and/or omissions in the Web Site, including the transmission or translation of data. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Web Site, including the Information, and for maintaining any means which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the Information provided under this Agreement.

6.3. Viruses. YOU ACKNOWLEDGE AND AGREE THAT HOMEVESTORS USES REASONABLE EFFORTS TO ASSURE THAT NO VIRUSES OR PROGRAMS WITH SIMILAR FUNCTIONS OPERATE ON, OR ARE PASSED THROUGH, THE WEB SITE OR THE INFORMATION. HOWEVER, YOU HEREBY ASSUME ALL RESPONSIBILITY (AND THEREBY HOLD HOMEVESTORS HARMLESS), BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS, FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

6.4. LIMITATION OF LIABILITY. YOU AGREE THAT HOMEVESTORS AND ITS AFFILIATES, SUBSIDIARIES, AND VENDORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE FOR ANY PURPOSE WHATSOEVER. IF THE ABOVE LIMITATIONS OF LIABILITIES SHOULD FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON, SUCH LIABILITY IS AND SHALL BE LIMITED TO A SUM EQUAL IN AMOUNT TO TEN (10%) PERCENT OF THE SUMS PAID TO HOMEVESTORS BY YOU UNDER THE TERMS OF THIS AGREEMENT OR \$100.00, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY EVEN IF HOMEVESTORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY, IF ANY, SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS SECTION 6 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.5. FTC NOTICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

7. INDEMNIFICATION.

YOU SHALL RELEASE, DISCHARGE, AND RELINQUISH, DEFEND INDEMNIFY AND HOLD HARMLESS HOMEVESTORS AND ITS AFFILIATES, SUBSIDIARIES, AND VENDORS, AND EACH OF THEIR MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND CONTRACTORS OF WHATEVER TIER (COLLECTIVELY, THE INDEMNITEES) FROM AND AGAINST ALL LOSS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF WHATEVER KIND OR CHARACTER, INCLUDING

WITHOUT LIMITATION COSTS, ATTORNEYS' FEES AND EXPENSES INCURRED IN CONNECTION WITH ANY CLAIM BROUGHT BY ANY PERSON(S) OR ENTITY(IES) ARISING FROM, IN CONNECTION WITH, OR RELATING TO, YOUR ACCESS AND USE OF THE WEB SITE, INCLUDING YOUR USE OF THE INFORMATION OBTAINED THROUGH THE WEB SITE. THE OBLIGATIONS TO RELEASE, DEFEND AND TO INDEMNIFY CONTAINED IN THIS SECTION SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, GROSS OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL LIABILITIES OF THIRD PARTIES, OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE INDEMNITEES, JOINTLY OR SEVERALLY. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY SUCH CLAIM.

8. PRIVACY.

8.1. Privacy. Records of your use of the Web Site are the sole property of **Hanlin & Associates Realty LLC** and is protected by and subject to the U.S. Electronic Communications Privacy Act, as amended, or any successor statute. **Hanlin & Associates Realty LLC** Reserves the right to use such information for its marketing, franchising and membership endeavors. Your personally identifying information will not be shared with any third party, with the following exceptions:

A. Information that HomeVestors in good faith determines is legally required to be revealed by any relevant statute, regulation, ordinance, rule, administrative or court order, decree, or subpoena;

B. Information revealed during the course of HomeVestors' enforcement of the policies and procedures of the Web Site, the terms of this Agreement, or during the course of any disciplinary actions;

C. Information in a manner expressly permitted by the provisions of this Section 8;

D. Information that HomeVestors in good faith determines must be disclosed to correct what it believes to be false or misleading information or to address activities that HomeVestors believes to be manipulative, deceptive or otherwise a violation of law; or

E. Unless you are otherwise notified at the time we collect the data. Note also, your electronic mail address may become public when you participate in Web Site electronic forums.

8.2. Privacy of Minors. Protecting the privacy of children is especially important. HomeVestors does not knowingly collect information about children and will delete any such information that it discovers or is made aware of.

8.3. Nonpublic Personal Information. "Nonpublic Personal Information" is the nonpublic information about you that is obtained from you in connection with providing you a financial product or service such as a loan or mortgage. HomeVestors and its advertisers may collect nonpublic personal information from the online forms you complete in order to obtain the financial product or service, from information collected as a result of your transactions with HomeVestors, our advertisers or others, and from consumer reporting agencies.

HomeVestors will not disclose any nonpublic personal information about our current or former customers and consumers to anyone, except as permitted or required by law, or as described below.

We may disclose all of the information we collect about you to our affiliates who offer related goods and services, and to nonaffiliated third parties that perform services on our behalf, including marketing services, or other financial institutions with whom we have joint marketing agreements.

If we collect nonpublic personal information from you to provide third-party financial products and services requested by you, such third-party's use of your personal information will be subject to their privacy policy as disclosed to you by them.

We have procedures in place that limit access to nonpublic personal information to those employees and other individuals who need to know such information to provide products and services to you. We will maintain physical, electronic, and procedural safeguards to protect the confidentiality of your nonpublic personal information as required by law.

9. UNSOLICITED E-MAIL AND DIRECT MARKETING.

9.1. Unsolicited E-mail. HomeVestors supports responsible e-commerce. HomeVestors does not

authorize anyone to use the Service to broadcast, distribute, transmit or retransmit unsolicited commercial, non-commercial, bulk, or junk electronic mail ("SPAM").

9.2. Electronic Direct Marketing Programs. HomeVestors may develop and participate in electronic direct marketing to users of the Web Site who elect to receive electronic mail of specific interest to them. In keeping with this Agreement, HomeVestors does not forward the names and addresses (electronic or otherwise) to third parties. Advertisers who participate in HomeVestors' electronic direct marketing programs identify the category of users who would most likely be interested in their goods and services. HomeVestors then forwards the advertisements to users who have elected to receive that category of electronic mail. Users may elect to not receive similar electronic mail by requesting that their e-mail address be removed from the mailing list by selecting the appropriate option included with each e-mail advertisement sent by HomeVestors. In addition, users may elect to be removed from such lists at any time by sending a message to the System administrator at webmaster@homevestors.com.

9.3. Reporting SPAM. Users who receive SPAM or any threatening or offensive e-mail through the Services may report it to HomeVestors by forwarding the unedited message with the full message header to webmaster@homevestors.com.

9.4. Reservation of Rights. HomeVestors reserves the right to take all legal or technical steps that it deems necessary to prevent the broadcast, distribution, transmission, or retransmission over the Service of SPAM, junk e-mail, threatening or offensive e-mail, or e-mail otherwise determined by HomeVestors, in its sole discretion, to be objectionable. HomeVestors reserves the right to suspend or terminate any person or entity's use of or access to the Service if it determines, in its sole and absolute discretion, that such person has used or intends to use the Service in violation of this policy. A failure of HomeVestors to exercise any right provided for herein shall not be deemed to be a waiver of such right.

10. MISCELLANEOUS

10.1. Governing Law; Limitations; Venue. The laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern this Agreement. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Service as contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose. Further, any such claim or cause of action shall be brought **EXCLUSIVELY** in the state or federal courts located in Dallas County, Texas, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Texas as your agent for service of process. You agree to waive any objection that the state or federal courts of Dallas County, Texas, are an inconvenient forum.

10.2. Assignments. You may not assign any of your rights, obligations, privileges, or performance hereunder without the prior written consent of HomeVestors. Any assignment other than as provided for in this Section 10.2 shall be null and void.

10.3. Severability. If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

10.4. U.S. Government Restricted Rights; Export. The materials on the Web Site are provided with "RESTRICTED RIGHTS." Use, duplication or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgement of HomeVestors' proprietary rights in them. You may not use or export the Information or any other materials in this Web Site in violation of U.S. export laws and regulations.

10.5. Termination. HomeVestors may terminate or suspend your use of the Web Site for any reason. Termination or cancellation of your use of the Web Site shall not effect any right or relief to which HomeVestors may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to HomeVestors.

10.6. Notice. Official correspondence must be sent via postal mail to:
HomeVestors of America, Inc.
10670 N. Central Expwy., Suite 700

Dallas, TX 75231

10.7. Entire Agreement. This Agreement is complete and effective at the time you begin use of the Service. **This Agreement constitutes the entire agreement between the parties, and no other agreement, written or oral, exists between you and HOMEVESTORS.** In the event that any inconsistencies exist between this Agreement and any future published terms or understanding, the last published Agreement or terms of use shall control.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY HOMEVESTORS OF AMERICA, INC.