



General Terms and Conditions

Equity Valuation Partners, Inc. ("EVP") provides the following on-line information about EVP and the products, services and opportunities provided. These terms and conditions set forth herein ("Terms and Conditions") are applicable to all use of EVP services, including the web site. Customer agreements and any attached exhibits are the final and exclusive statement of all agreements and understandings between the parties with respect to the subject matter described herein and expressly super cede any and all prior oral or written agreements or understandings. Provided, this agreement shall not automatically super cede a non-electronic version thereof, if said version has been signed contemporaneously herewith.

Amendments: No change, modification, or alteration of this agreement shall be effective unless in writing and signed by both parties. Further, EVP may provide additional services as requested by Customer, within EVP's sole discretion.

Scope of Services

EVP provides an appraisal order and valuation product gateway for obtaining residential and commercial real estate value information. EVP utilizes a national network of licensed and certified appraisers to assist in value determination.

Licenses

EVP has and will maintain, at all times during the terms of all Customer agreements, all applicable business licenses and permits necessary to conduct its business.

Relationship of Parties

The parties in Customer agreements are independent contractors and are not the employees, agents or partners of the other; neither party has any ability to enter into any contracts or otherwise legally bind the other; and each party shall independently determine the manner in which its business is to operate.

Covenant of Nondisclosure

The parties of Customer agreements acknowledge that they have learned, or may learn, trade secrets and other proprietary information relating to the business of the other (including affiliates of the other) ("Confidential Information"). Such Confidential Information shall be held as confidential by the party receiving the information and includes information, which a reasonable person would believe to be "confidential" or "proprietary." Neither party shall use Confidential Information for its own benefit, publish or otherwise disclose Confidential Information to others, or permit use of Confidential Information by others for their benefit or to the detriment of the disclosing party. If a confidentiality or nondisclosure agreement has been executed in connection with discussions leading to this agreement, the terms of that agreement shall continue in place as long as this agreement is effective. Either party may disclose the Confidential Information to its attorneys, accountants, or other such advisors, regulating bodies, and, as otherwise agreed by law, without incurring any liability for such disclosure.

Use of Information

The information in Customer files is considered confidential Information to the Customer. EVP does not have the right to sell, share, release and/or forward this classified information to any third party other than in its fulfillment of the services to be performed under the Customer agreement.

Privacy

Both parties shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this agreement including, but not limited to, the Gramm-Leach-Bliley Act ("GLB"). The parties shall implement physical and other security measures as necessary to:

- (a) Ensure the security and confidentiality of the "nonpublic personal information" regarding "consumers" and "customers" (as defined in GLB);
- (b) Protect against any threats or hazards to the security and integrity of nonpublic personal information and
- (c) Protect against any unauthorized access to, or use, of, nonpublic information.

The parties represent and warrant that they have implemented appropriate measures to meet the objectives of Section 502(b) of the GLB and of the applicable standards adopted hereafter. Either party shall notify the other party immediately if there is a security breach of any kind that may affect consumer information, cooperate with any investigations and provide information about permissible purpose, security, IT policies, and other pertinent documentation upon request, and manage its use of credit and consumer information in accordance with industry best practice.

Intellectual Property and Trademark

Neither party of a Customer agreement shall have the right to use any logo or other legally protected or copyrighted name, trademark, mark or symbol of the other party, without the prior written consent of the party who owns the logo or protected name, mark or symbol. Neither party may use the other party's name as an endorsement of products or services. During the term of this agreement, each party expressly grants the other party the right to use its name in any list of customers or vendors or to disclose to prospective customers, vendors, and regulating bodies that one party performs or accepts services from the other party.

Compensation

As compensation for the services to be provided, Customer or Customer's broker representative shall, at the time of placement of an order, pay EVP the agreed upon sum-as outlined in the applicable Customer Agreement.

Assignment: Neither party may assign its rights and/or obligations hereunder without the prior written consent of the other party, except for an assignment to a corporate affiliate.

Account Setup: An executed Customer Agreement hereby authorizes EVP to complete such forms or other necessary documentation required to complete and implement the new account setup process for Customer.

User Access: Customer shall be solely responsible for any and all user access that may be granted to its representatives and/or affiliates. Customer shall maintain login security and information, and shall deactivate any unauthorized users, or notify EVP to deactivate them.

Acceptance of Terms: For those Customers accessing these Terms and Conditions via the internet, by signing the Customer Agreement, the Customer agrees to the terms hereof and to pay for any and all services described and ordered. Customer agrees to pay all fees upon order of any products or services from EVP.

Notices: Any notice under this agreement shall be in writing and shall be deemed to have been given on the date of service, or on the third day after mailing by U.S. Mail, registered or certified, postage prepaid to the following authorized representative and addressed as to EVP: Equity Valuation Partners Inc., Attn: Drew Watson, 1545 Gulf shores Parkway, Suite 121, Gulf Shores, AL 36542. Customer shall provide EVP with an appropriate contact and address for notice during the signup process, and specified on the Customer Agreement.

Governing Law: All Customer Agreements shall be governed by and construed under the laws of the state of Alabama or as otherwise agreed to by the parties.

Fees:

Customer shall pay any applicable sales, use or other taxes. Customer agrees with Equity Valuation Partners to pay for all "billed" transactions upon receipt of bi-weekly statement, which is net upon receipt. Charges billed, but not paid within ten (10) days will be considered delinquent and may be subject to finance charges.

The FINANCE CHARGE for customers is computed by a periodic rate of 1% per month which is an ANNUAL PERCENTAGE RATE of 12% applied to the "Previous Unpaid Balance". The minimum payment due will be payment of Buyer's indebtedness in full. Customer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

Customer agrees to notify Equity Valuation Partners within TEN (10) days in writing of receipt of bi-weekly statement of any error in billing. Failure to so notify Equity Valuation Partners signifies total acceptance and responsibility for prompt payment in full of account.

Returned checks are subject to a \$30 per check administrative fee.

Cancellation Policy:

Cancelled appraisal orders will be billed according to the amount of work performed. If cancelled within eight (8) hours of placement and prior to appraisal inspection, customer is entitled to a full refund. If cancelled after submission with electronic payment as the payment method, but prior to inspection, customer is responsible for a processing fee of \$25. If the appraisal is cancelled after inspection but prior to appraisal completion, customer will be charged a trip fee, which is usually (1/2) the total cost of the appraisal. If cancelled after work is complete, the full amount of the invoice will be due. All orders submitted with electronic payment are subject to a minimum cancellation fee of \$25.

Indemnification

Customer shall indemnify and hold harmless EVP, it's affiliated corporations, all officers, directors, agents and employees from and against any and all liability, losses, claims, damages, and expenses caused by any service interruption and but not limited to, attorney fees and court costs arising from or in any way connected with any breach by Customer or any representation, warranty, covenant or agreement herein including, without limitation any improper publication or disclosure or other misuse of any actions by any subject or any third party in connection with the services. EVP may cease providing services at will. Customer understands that the accuracy of each appraisal shall be based on the originating appraiser's independent and uninfluenced evaluation of the subject property and comparable market data available at the time of the appraisal order. As a result, Customer understands that EVP makes no representations or warranties nor does it have any influence over, the overall accuracy of the resulting appraisal value.

Other:

For all executed Customer Agreements, the Customer acknowledges that EVP services are not warranted to ensure compliance with any law, regulation, rule, or order of any governmental body, agency or authority.

Limitation of Liability:

Subject to Customer Agreement and provisions listed in these Terms and Conditions, Customer expressly understands and agrees that Equity Valuation Partners, its subsidiaries and affiliates, and its licensors shall not be liable to Customer for:

- (A) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- (B) Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - (i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
 - (ii) Any changes which Equity Valuation Partners may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
 - (iii) The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
 - (iv) Your failure to provide Equity Valuation Partners with accurate account information;
 - (v) Your failure to keep your password or account details secure and confidential;

The limitations on Equity Valuation Partner's liability to you in these Terms and Conditions and the Customer Agreement shall apply whether or not Equity Valuation Partners has been advised of or should have been aware of the possibility of any such losses arising