

Hometown Open House Guide

Terms of Service

1. Relationship with Hometown Open House Guide

1.1 Your use of Hometown Open House Guide products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Hometown Open House Guide under a separate written agreement) is subject to the terms of a legal agreement between you and Anderson Bindery Inc., whose principal place of business is at 4010 Piper Dr, Fort Wayne, IN, 46809, United States and Liberating Insight LLC whose principal place of business is at 1849 Florida Dr Fort Wayne IN 46805. For the remainder of this document these companies will be referred to as the Provider. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 The Provider provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://hometownopenhouseguide.com/terms/terms-of-service.pdf>. In addition, when using particular services, you and the Provider shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

1.3 The Provider may offer additional services which include additional terms of services. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service. These Terms of Service together with any Additional Terms, form a legally binding agreement between you and the Providers in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms". If there is any contradiction between what the Additional Terms say and what these Terms of Service say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. You accept the Terms of Service by registering and /or using your account in the Hometown Open House Guide Service.

2.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with the Provider, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Terms of Service for your records.

3. DESCRIPTION OF SERVICE

The Provider currently provides users with access to a rich collection of resources. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for the Provider to provide the Service. You also understand and agree that the service may include certain communications from the Provider, such as service announcements or administrative messages and that these communications are considered part of your membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that the Provider assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Certain aspects of the Service are provided on a Fee-based system. By using these services you agree to pay the fee for that service in full.

4. YOUR REGISTRATION OBLIGATIONS

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify the Provider of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Provider cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

6. USE OF THE SERVICES BY YOU

6.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services, as described in Section 4.

6.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

6.3 You agree that all content posted will adhere to the Fair Housing Act which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination

6.4 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by the Provider. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

6.5 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

6.6 You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

6.7 You agree that you are solely responsible for (and that the Provider has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which the Provider may suffer) of any such breach.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available 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);
- d. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- e. upload, post, email, transmit or otherwise make available 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;
- f. collect or store personal data about other users.

7. PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://hometownopenhouseguide.com/terms/privacy.html>

8. CONTENT IN THE SERVICES

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to the Provider (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Provider or by the owners of that Content, in a separate agreement.

8.3 The Provider reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that the Provider has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which the Provider may suffer) by doing so.

8.6 the Provider does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant the Provider the following world-wide, royalty free and non-exclusive license(s) to all Content you submit or make available for inclusion on the publicly accessible areas of the service to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or the Provider removes such Content from the Service.

"Publicly accessible" areas of the Service are those areas of the Providers network of properties that are intended by the Provider to be available to the general public whether the public reaches these places through the Internet or through our distributed print material.

9. THE PROVIDER'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the Provider or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

The Provider grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without

limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by the Provider for use in accessing the Service.

10. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Provider has no control over such sites and resources, you acknowledge and agree that the Provider is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

11. TERMINATION

The Terms will continue to apply until terminated by either you or The Provider as set out below.

You agree that the Provider may, *under certain circumstances and without prior notice*, immediately terminate your account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your account includes (a) removal of access to all offerings within the Service (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in the Provider's sole discretion and that Provider's shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service. If there is a balance due in your account for fee services that have not been fulfilled you be be refunded any said balance within 45 days of account termination.

If you want to terminate your legal agreement with the Provider, you may do so by (a) notifying the Provider at any time and (b) closing your accounts for all of the Services which you use. Your notice should be sent, in writing, to the address which is set out at the beginning of these Terms. If there is a balance due in your account for fee services that have not been fulfilled you be be refunded any said balance within 45 days of account termination.

12. EXCLUSION OF WARRANTIES

12.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, SHALL EXCLUDE OR LIMIT THE PROVIDER'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

12.3 IN PARTICULAR, THE PROVIDER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

12.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

12.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE PROVIDER OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12.6 THE PROVIDER FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

13.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 12.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE PROVIDER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU 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 THE PROVIDER 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;

(III) YOUR FAILURE TO PROVIDE THE PROVIDER WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

13.2 THE LIMITATIONS ON THE PROVIDER'S LIABILITY TO YOU IN PARAGRAPH 13.1 ABOVE SHALL APPLY WHETHER OR NOT THE PROVIDER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14 GENERAL TERMS

The Terms, and your relationship with the Provider under the Terms, shall be governed by the laws of the State of Indiana without regard to its conflict of laws provisions. You and the Provider agree to submit to the exclusive jurisdiction of the courts located within the county of Allen, Indiana to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the Provider shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.