

## **USER AGREEMENT**

**1. PURPOSE.** Provider is providing this Agreement to you to set forth the terms applicable to your use of the Site.

**PLEASE READ ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT VERY CAREFULLY.**

**2. ACCEPTANCE OF TERMS.** You understand that accessing or transmitting information, registering or otherwise participating in Canaan Online Application constitutes and shall be deemed an unconditional acceptance by you of all the terms of this Agreement. If you do not agree with all the terms of this Agreement, you must not use or participate in the Canaan Online Application.

Provider. Provider (Canaan Title Solutions, LLC) reserves the right, at its sole discretion, to change, modify or add to this Agreement, at any time, and without prior notice to you. By completing a registration for Provider, you agree that any and all information that you supply in the registration process and other information that Provider may require from time to time, is current, truthful, and complete. Provider reserves the right to terminate your registration with Provider at any time or in the event that the information provided by you, including your e-mail address, is no longer current or accurate. You agree to maintain only one active registration with Provider at all times and you certify that you currently have no other registration(s) with Provider.

**3. FEES & CHARGES.** You will be charged for the services in accordance with the Provider's fee schedule (per county/database) in effect at the time services are utilized. The current fee schedule is available online for review prior to use of any services. Payment for setting up your account will be due at the time you register. Payments for ongoing services will be based upon the services selected and the billing dates for your account. In any event payment shall be due no later than the 25<sup>th</sup> of the next calendar month in which the services are provided. Upon termination all charges will be due immediately. In the case of PayPal payments, all charges you incur for the use of services will be invoiced through the PayPal notification service. Any client that has an unusual high activity, or invoice higher than normal or in question, might cause a temporarily turn off of the account, until payment has been received or an explanation of the high activity has been explained by the client. Payments must be made on or before the 25<sup>th</sup> of each month for the prior month of transactions. If payment has not been received by the 25<sup>th</sup>, your account will be disabled, until payment has been received. A charge of \$10.00 per county / per username will be made to reactivate your account.

**4. CONTENT AND PROPERTY RIGHT PROTECTIONS.** The content available through Provider is the property of Provider or its licensors and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree that all content located at Provider is the sole property of Provider. You understand

and agree that the information in, or derived from Provider, including search results, and images and other material may not be copied, republished, redistributed, transmitted, altered, edited or exploited in any manner for any purpose, without notice to Provider and the prior express written permission of Provider. Provider neither warrants nor represents that your use of materials displayed will not infringe rights of third parties not owned by or affiliated with Provider.

**5. ACCURACY.** While Provider uses reasonable efforts to include accurate and up to date information, Provider makes no warranties or representations as to its accuracy. Provider assumes no liability or responsibility for any errors or omissions in the content of the search results, images or any other materials using the application. Provider will not be responsible to you for any Loss suffered by you, any of your business affiliates, or any other party.

**6. USER NAME AND PASSWORD.** You shall be the only authorized user of Provider through your User Name and Password.

**7. TRADEMARKS.** The trademarks, logos, and service marks (collectively the "Trademarks") displayed are Trademarks of Provider and others. Nothing contained should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed without the written permission of Provider or such third party that may own the Trademarks being displayed. Your use of the Trademarks displayed, or any other content, except as provided in this Agreement, is strictly prohibited. You are also advised that Provider will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

**8. TRANSMISSIONS TO SITE.** Any communication or material you transmit by electronic mail or otherwise, including any data, questions, comments, suggestions or the list is, and will be treated as, nonconfidential and nonproprietary. Anything you transmit or post becomes the property of Provider or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Provider is free to use any ideas, concepts, know-how, or techniques contained in any communication you send for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing using such information. Through your usage of this application, you may submit and/or Provider may gather certain limited information about your usage. Provider is free to use such information for any purpose it deems appropriate, including, but not limited to: (i) creating customized reports; (ii) marketing purposes; (iii) reporting to regulators and law enforcement agencies.

**9. INFORMATION RETRIEVAL TECHNIQUES.** Retrieving information with robots or by any automated means, or by any other method of accessing or using the data and services provided other than through the methods provided are specifically prohibited. The following are examples, which are not intended to be an exhaustive list, of prohibited actions: (1) screen scraping text data; (2) pulling images from the application (in any format) to avoid the charge for the same data; and, (3) framing of the application by another site or software; are all specifically prohibited without prior written notice to Provider and the prior written consent of Provider.

**10. RISK OF LOSS.** Your use of our application is at your own risk. Neither Provider, any of its data providers, nor any other party involved in creating, producing, or delivering the data is liable for any direct, incidental, consequential, indirect, special or punitive damages arising out of your access to, or use of, the application. Without limiting the foregoing, Provider also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or your downloading of any materials, data, text, images.

**11. LIMITATIONS OF LIABILITY.** PROVIDER SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO YOU OR ANY THIRD PARTY (WHETHER CAUSED DIRECTLY OR INDIRECTLY) RELATING TO PROVIDER, INCLUDING, BUT NOT LIMITED TO, (I) THE MATERIALS AND OTHER INFORMATION MADE AVAILABLE VIA PROVIDER OR (II) THE INTERRUPTION, DELAY OR FAILURE IN THE TRANSMISSION, DELIVERY OR DISTRIBUTION OF THE SERVICES OR MATERIALS. PROVIDER'S SOLE LIABILITY TO YOU FOR ANY CLAIMS, NOTWITHSTANDING THE FORM OF SUCH CLAIMS (I.E. CONTRACT, NEGLIGENCE OR OTHERWISE), ARISING OUT OF YOUR USE OF PROVIDER, SHALL BE TO USE PROVIDER'S REASONABLE EFFORTS TO RESUME THE SERVICES AS PROMPTLY AS REASONABLY PRACTICABLE. IN NO EVENT SHALL PROVIDER HAVE ANY LIABILITY FOR LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF RELATING TO THIS AGREEMENT EXCEED FIFTY DOLLARS (\$50).

**12. WARRANTIES.** EVERYTHING, INCLUDING WITHOUT LIMITATION ALL DATA AND SERVICES, IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

**13. TERMINATION.** You agree that we may, in our sole discretion, terminate or

suspend your access to all or part of Provider for any reason, including, without limitation: (i) breach of this Agreement or any subsequent modifications; or, (ii) attempted assignment of your membership by you. Any suspected fraudulent, abusive or illegal activity is grounds for termination of your membership and may be referred to appropriate law enforcement authorities or governmental regulatory body. Provider shall not be liable to you or any third party for any claims related to your termination from Provider.

**14. NON USAGE ACCOUNTS.** Your Canaan Online account could be terminated if the service has not been used for a period of three months. If you request for your account to be re-activated, and your account is paid in full, your company would be charged a one-time setup fee of \$10 to place the account back online.

**15. WARNING.** This system is restricted for use of authorized users only. Anyone attempting unauthorized access to the system is violating the law and will be subject to prosecution. If you do not know your username information, please contact our Canaan Online support team.

**16. ATTENTION.** The use of this service by any businesses offering title insurance or title evidence is strictly prohibited unless satisfactory arrangements have been made with the publishing provider. The publishing provider reserves the right to disallow, discontinue or block your use should it determine, in its sole discretion, that you are not using this application, the database reports or services in accordance with this agreement. The publishing provider will enforce this restriction by all legal means available including seeking temporary and permanent injunctions including damages and attorney fees if appropriate.

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