

Copyright © 2006-2008 Lemhi Title & Abstract Co., Inc. (hereinafter “Lemhi Title and/or the Company”) and affiliated parties and agents. All Rights Reserved. Designated trademarks and brands are the property of their respective owners. Use of this Web site constitutes acceptance of the Lemhititle User Agreement and Privacy Policy.

## **Computer Information Agreement**

The following describes the terms on which Lemhi Title offers you access to our services.

### **Introduction**

Welcome to lemhititle.com. By using the services on the Lemhi Title websites (lemhititle.com and other related websites where this agreement appears) (the “Sites”), you are agreeing to the following terms, including those available by hyperlink, (the "Agreement" or "Computer Information Agreement") with Lemhi Title & Abstract Co., Inc. and lemhititle.com and the general principles for the websites of our subsidiaries and our affiliates. If you have any questions, please refer to the Help section on the Sites.

Before you may become a member of Lemhititle, you must read and accept all of the terms and conditions in, and linked to, this User Agreement and the Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you also agree that your use of some lemhititle-branded websites or websites we operate may be governed by separate user agreements and privacy policies. The agreement that applies on any of our domains and subdomains is always the agreement that appears in the footer of each website.

This Agreement is effective on January 15, 2008, for current users, and upon acceptance for new users.

### **Using Lemhititle**

While using the Sites, you will not:

- post content or items in an inappropriate category or areas on the Sites;
- violate any laws, third party rights, or our policies such as the Prohibited and Restricted Items policies;
- use the Sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our Sites;

- fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity;
- fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity;
- manipulate the price of any item or interfere with other user's listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Lemhititle;
- take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the Sites or for using it for purposes unrelated to Lemhititle);
- distribute or post spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Lemhititle, or the interests or property of Lemhititle users;
- copy, modify, or distribute content from the Sites and Lemhititle's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

### **Abusing Lemhititle**

Lemhititle and the Community work together to keep the Sites working properly and the Community safe. Please report problems, offensive content, and policy violations to us.

Without limiting other remedies, we may limit, suspend, or terminate our service, prohibit access to our website, delay or remove hosted content, and take technical and legal steps to keep users off the Sites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

### **Services**

Using Lemhititle is free. We do charge fees for using other services, such as Title Insurance and Escrow items. Changes to that Policy are effective after we provide you with at least fourteen days' notice by posting the changes on the Sites.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with the Sites out of closing, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us and/or retaining collection agencies and legal counsel.)

## **Content License**

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

## **Liability**

You will not hold Lemhititle responsible for other users' actions or inactions, including things they post. Instead, the Sites are a venue to help buyers and sellers of real property. The content may contain copies or other representations of public record. The user hereby agrees not to rely on the contents herein for any purpose and further agrees to hold lemhititle harmless for any damage sustained by the user's reliance thereon.

Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$100.

## **Release**

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **Access and Interference**

Much of the information on the Sites is updated on a real-time basis and is proprietary or is licensed to Lemhititle by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Sites for any purpose without our express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from the Sites without the prior expressed written permission of Lemhititle and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the Sites or any activities conducted on the Sites; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Sites.

## **Privacy**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the Lemhititle Privacy Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see the Lemhititle Privacy Policy. If it is not linked to our website please call or e-mail for a copy. If you object to your Information being transferred or used in this way please do not use our services.

## **Indemnity**

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## **No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## **Notices**

Except as explicitly stated otherwise, legal notices shall be served on Lemhititle's national registered agent (in the case of Lemhititle) or to the email address you provide to Lemhititle during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

## **Resolution of Disputes**

If a dispute arises between you and Lemhititle, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Lemhititle agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact

us directly to seek a resolution by going to the About Customer Support help page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

- **Law and Forum for Disputes** - This Agreement shall be governed in all respects by the laws of the State of Idaho, see I.C. §29-116 as they apply to agreements entered into and to be performed entirely within Idaho between Idaho residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Lemhititle must be resolved by a court located in Lemhi County, Idaho, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Lemhi County, Idaho for the purpose of litigating all such claims or disputes.
- **Arbitration Option** - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- **Improperly Filed Claims** - All claims you bring against Lemhititle must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, Lemhititle may recover attorneys' fees and costs up to \$1000, provided that Lemhititle has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## **General**

Lemhi Title & Abstract Company, Inc. and/or lemhititle.com is located at 401 Main Street Suite 2, Salmon, ID 83467. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to

act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this Site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the Lemhititle Message Center. This Agreement may not be otherwise amended except in a writing signed by you and us. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content License, Liability, Indemnity and Resolution of Disputes.