

Terms and Conditions

Welcome to Helping Military Move

The Terms of Service agreements below describe the terms and conditions applicable to your use of our real estate referral services at Helping Military Move, Inc. If you have any questions regarding these agreements, you may contact us at info@helpingmilitarymove.com. We reserve the right to amend these agreements at any time. You further agree that by accessing the Helping Military Move Web site or utilizing the Helping Military Move services, you agree to be bound to the Terms and Policies as are in effect at such time.

TERMS OF SERVICE

Agreement between User and Helping Military Move, Inc.

This Web site is offered to you, the user, conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of this Web site constitutes your agreement to all such terms, conditions and notices.

Obligations of Home Buyer and Sellers with Helpingmilitarymove.com. By completing your registration with Helpingmilitarymove.com, you are stating that you would like a Helping Military Move approved real estate professional to contact you. You also are agreeing that:

You are of legal age and are otherwise capable of forming a legally binding contract;

You are interested in purchasing, selling, and/or refinancing a property;

You are interested in purchasing/selling a property located in the USA;

You do not have an exclusive contractual or other arrangement with any real estate professional;

You agree to be contacted via e-mail or other means by Helpingmilitarymove.com regarding Helping Military Move, Inc. services;

Helping Military Move may request, receive, copy and review the Settlement Statement from your real property transaction for the purposes of quality assurance and control;

You acknowledge that Helping Military Move recommends you independently verify the professional license status and background of your Helping Military Move real estate professional(s). Helping Military Move makes no such representations and or warranties about its real estate professionals beyond the initial checks that are completed when they apply for membership into the Helping Military Move Affiliate Network;

As a Home Buyer, Seller, or Refinancer you are not bound to accept any Proposals submitted by a Helping Military Move real estate professional. Proposals are not binding offers and are not intended to create a contractual or agency relationship between you and the real estate professional.

Obligations of Real Estate Agent, Mortgage Lender, real estate related service provider, or third party vendor registered with Helpingmilitarymove.com. By completing your registration with

Helpingmilitarymove.com, you are stating that you would like a Helping Military Move representative to contact you. You also are agreeing that:

You are of legal age and are otherwise capable of forming a legally binding contract;

You are interested in affiliating with Helping Military Move, Inc.;

You agree to be contacted via e-mail or other means regarding Helping Military Move services.

Privacy Policy

Helpingmilitarymove.com (referred to herein as "HMM," "we" or "us" or "our") is committed to protecting the privacy of the users of this Web site.

This statement discloses our privacy practices. The purpose of this statement is to inform you:

What kinds of information we collect from users of the Helpingmilitarymove.com web site at (the 'Web site') and how such information is collected;

How the information is used by us;

Whether we disclose any user information to third parties;

How you can access, update or delete any information that we collect about you; and

The security procedures which we use to protect your personal information.

By using the Web site, you signify your assent to this Privacy Policy. We reserve the right to change, modify, add, or remove portions of our Privacy Policy at any time. If so, any such changes will be posted on this page. Please check this page periodically for changes. Your continued use of this Web site following the posting of changes to this Privacy Policy will mean you accept those changes.

How we Collect, Use and Disclose Your Information

We collect, generate, retain and use your Personal Information for our own internal purposes in connection with the facilitation, recording and processing of registration of the Helping Military Move® Network and any requests, communications, or interactions you may have with our Web site. We also collect and store statistics and other information about you and your online activities on an aggregated, non-personally identifiable basis and in a manner that may allow us or our affiliated or related entities, third party content suppliers, or licensees to improve services to you.

Your Personal Information may be also be used by us to provide you with information regarding our products and services. For example, we may use your e-mail address to send you special announcements and notifications of new services or promotions that may be of interest to you.

Your Personal Information may be released when you consent or direct Helpingmilitarymove.com to share the information.

Helpingmilitarymove.com also reserves the right to share your Personal Information in the event of a legal obligation to do so for protection from harm. We may release your Personal Information when Helpingmilitarymove.com has a good faith belief that access, use, preservation or disclosure of the personal information is reasonably necessary to (a) satisfy any requirement of law, regulation, legal

process, or enforceable governmental request, (b) enforce or investigate a potential violation of the Terms of Use, (c) detect, prevent, or otherwise respond to fraud, security or technical concerns, or (d) protect the rights, property, or safety of Helpingmilitarymove.com, its users, or the public against harm.

When and if Helpingmilitarymove.com is involved in a merger, acquisition, or any form of sale of some or all of its business, personal information may be transferred along with the business.

We may share with third parties aggregate information or information that does not personally identify individuals.

Information Sharing and Disclosure

Information about our customers is important to our business, and we are not in the business of selling it to others. We share customer information only with our related or affiliated entities.

Data Security

Data security is critical to us and thus all Personal Information is held in a secured database. While it is impossible to guarantee the complete security of any computer system and the data contained therein, we maintain and implement robust security policies and procedures that combine with available technologies in accordance with prevailing industry standards, all of which are designed to protect the confidentiality, integrity, and availability of your Personal Information.

Copyrights and Trademarks

Copyright in the material (including, but not limited to, software, web applications, text, photographs, maps or artwork) which appears on this website are the property(ies) of the respective owners.

No Warranties

All information on the Web site is provide to Users on an 'as is', 'as available', and 'believed accurate' basis without warranty of any kind either express or implied, including but not limited to the implied warranties merchantability, fitness for a particular purpose, non-infringement or availability. All information is subject to errors, or change or withdrawal without notice.

The ability to provide real estate related services or products varies from state to state. Nothing contained herein should be construed as an offer of such services or products in any state where such an offer would be unlawful.

Helping Military Move does not warrant or make representations regarding the results that may be obtained by using the Web site or as to the reliability, accuracy or currency of any information, content or service acquired by use of the Web site. Content is subject to errors and omissions.

Helping Military Move does not warrant that the Web site, its servers, or e-mail transmitted are free of viruses or other harmful components. Content may be updated, changed, modified, or withdrawn at any time. Use of the Web site and the Content is at your sole risk. Neither Helping Military Move, Inc., its Content providers, or any person involved in the creation, production, distribution of this Web site warrant that the functions contained in this Web site will be uninterrupted or error-free, that defects will be corrected, or that the server that makes the Content available will be free of viruses or other harmful components.

LIABILITY DISCLAIMER

Helping Military Move, Inc. is primarily a marketing and referral service, and all content provided on this Web site is for education purposes only and does not in any manner create a legal contract express or implied between Helping Military Move and you. Without limiting the foregoing, the information and services published on this Web site may include inaccuracies or typographical errors. All information and services are provided "as is" without warranty of any kind. Helping Military Move and/or its Affiliates, Partners, or Suppliers hereby disclaim all warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event, shall Helping Military Move and/or its Affiliates, Partners, or Suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Web site or with the delay or inability to use this Web site, or for any information and services obtained through this Web site, or otherwise arising out of the use of the Web site, whether based on contract, tort, strict liability or otherwise, even if Helping Military Move or any of its Affiliates, Partners, or Suppliers has been advised of the possibility of damages.

PERSONAL AND NON-COMMERCIAL USE LIMITATION

This Web site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information and/or services obtained from this Web site. The content available through this Web site is the sole property of Helping Military Move, Inc. or its licensors and is protected by patent, copyright, trademark and other intellectual property laws. Except as otherwise explicitly agreed to in writing, Helping Military Move-owned content received through this Web site may be downloaded, displayed, and printed for your personal, non-commercial use only. Content owned by Helping Military Move licensors may be subject to additional restrictions. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through this Web site to anyone, including but not limited to others in the same company or organization without Helping Military Move's express prior written consent.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Web site, you warrant to Helping Military Move that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

ERRORS AND DELAYS

Helping Military Move is not responsible for any errors or delays in responding to a request for a real estate professional caused by an incorrect e-mail address or other contact information provided by you, or other technical problems beyond our reasonable control.

Limitation of Liability

Helping Military Move, Inc., its licensees, directors, officers, employees, agents, vendors, and suppliers shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Web site or the Listings, even if the Partnership has been advised of the possibility of such damages.

Indemnification

You agree to indemnify, defend and hold harmless Helping Military Move, Inc., its licensees, officers, directors, employees, affiliates, and agents, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms and Conditions.

Third Party Rights

These Terms and Conditions are for the sole benefit of Helping Military Move, Inc., its licensees, its officers, directors, employees, affiliates, and agents. No other person, including any user of the Web site, shall have the right to assert a claim under these Terms and Conditions.

Modifications to Terms of Use and Content

Helping Military Move, Inc. reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms and Conditions at any time. By using this Web site after Helping Military Move has posted notice of such modifications, alterations or updates, you agree to be bound by such revised Terms and Conditions. In addition, Helping Military Move reserves the right to make improvements and/or changes in the Content of the Web site at any time.

Violations of Terms and Conditions of Use

Helping Military Move, Inc. reserves the right to seek all remedies available at law and in equity for violations of the Terms and Conditions set forth in the Web site, including the right to block access from a particular Internet address to the Web site. You agree that in the event the damages of a violation of these Terms and Conditions are difficult to determine, Helping Military Move, Inc. shall be entitled to \$20,000 as liquidated damages for each violation of these Terms and Conditions, in addition to the right to block your access to the Web site and to seek injunction relief.

Linked Internet Sites

As a customer service, Helping Military Move, Inc. may offer links to other sites. Helping Military Move, Inc. does not assume any responsibility for those sites or their privacy policies and provides those links solely for convenience of Helping Military Move's visitors. If you link to any other sites, you must do so at your own risk and may rely only on their terms and conditions and privacy policies. The inclusion of any link does not imply a recommendation or endorsement by Helping Military Move, Inc. of the linked site.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of Helping Military Move's® services, or to any acts or omissions for which you may contend Helping Military Move® is liable, including but not limited to any claim or controversy ("Dispute"), shall be finally, and exclusively, settled by arbitration in Texas. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the consumer shall select an arbitrator from a panel of arbitrators acceptable to Helping Military Move®. In any arbitration, Helping Military Move® will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party. To begin the

arbitration process, a party must make a written demand therefore. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Texas. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim there to. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND HELPING MILITARY MOVE® WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY.

OTHER TERMS

These Terms of Service shall be subject to and construed in accordance with the laws of the State of Texas, excluding its conflict of laws and principles. If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

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