

Terms and Conditions

Thank you for your interest in using the online services (the “Service”) operated by “Title Managers, Inc.” (the “Company”) and offered through various websites listed at <http://www.titlemanagers.com> (the “Site”). These Terms of Use (“Terms”) govern your use of the Service and the Site (collectively, the “Network”). Please read these Terms carefully. BY USING THE NETWORK, YOU ARE STATING THAT YOU HAVE READ AND UNDERSTAND, AND ACCEPT AND AGREE TO BE BOUND BY, THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE NETWORK.

1. **Access.** You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Network and for paying all charges related thereto. When you register to open a Network account, the Company collects certain personal information about you. You agree that the Company may use such information in accordance with the provisions of the Company’s Privacy Policy. You agree to provide true, accurate, current, and complete information as prompted by the account registration form (and, for as long as you continue to use your Network account, to update such information to keep it true, accurate, current, and complete).
2. **Prohibited Uses.** You agree not to use the Network (including, without limitation, any information or data you may obtain through your use of the Network): (a) in a manner that violates any local, state, national, or international law or regulation; (b) to transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable; (c) to transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (d) to transmit any material that contains any computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) to stalk, harass, or harm another individual; (f) to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (g) to interfere with or disrupt the Network or servers or networks connected to the Network.
3. **Copyrights; Restrictions on Use.** The content on the Site (the “Content”), including without limitation video, text, photos, and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by the Company or its licensors. The Content (other than your own User Submissions, as defined in Section 4 below) may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of the Company and its applicable licensors.
4. **Trademarks.** “the Company” and the the Company logo, as well as certain other of the names and logos displayed in the Network, constitute trademarks, trade names or service marks (“Marks”) of the Company or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with the Company or those other entities.
5. **User Submissions.** Certain areas of the Network may permit you to submit content (such as data, text, or documents) for display or distribution to others through the Network (collectively, “User Submissions”). Any documents you submit must be one-sided (two-sided documents may not be used), must be letter size (i.e., 8.5 x 11 inches), and must be in Portable Document Format (PDF). As between the Company and you, you own all rights to your User Submissions. However, you grant to the Company an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license (sublicensable through multiple tiers) to distribute, reproduce, modify (solely

for technical reasons, such as reformatting for online display) publish, publicly perform, and publicly display your User Submissions (in whole or in part) in any format or medium now known or later developed. the Company does not pre-screen User Submissions and you agree that you are solely responsible for all of your User Submissions. the Company is not required to host, display, or distribute any User Submissions, and may remove at any time or refuse any User Submissions. the Company is not responsible for any loss, theft or damage of any kind to any User Submissions and you are encouraged to retain copies of your User Submissions for your own records. You represent and warrant that (a) you own all rights in your User Submissions or, alternatively, that you have acquired all necessary rights in your User Submissions to enable you to grant to the Company the rights in your User Submissions described herein and (b) your User Submissions do not infringe the intellectual property rights, privacy, or any other legal or moral rights of any third party. If your User Submissions contain any sensitive data (e.g., social security numbers) that you do not wish other users of the Network to have the ability to access, you must delete such data prior to submission.

6. Copyright Infringement. the Company respects the intellectual property rights of others. Accordingly, the Company has a policy of removing User Submissions that violate copyright law, suspending access to the Network (or any portion thereof) to any user who uses the Network in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the Network in violation of copyright law. Pursuant to Title 17 of the United States Code, Section 512, the Company has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright is being infringed by a user of the Network, please provide written notice to the following the Company agent for notice of claims of copyright infringement.

Policy Compliance Officer
Title Managers, Inc.
20 North Main #403
St. George, UT 84770

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow the Company to locate that material; (d) contain adequate information by which the Company can contact you (including postal address, telephone number, and e-mail address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Please do not send notices or inquiries unrelated to alleged copyright infringement to the Company's designated agent.

7. Termination. the Company may terminate or suspend your access to all or part of the Network, without notice, if you violate these Terms or you engage in any conduct that the Company, in its sole and absolute discretion, believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of the Company, any other Network user, or any third party. You may discontinue your access to the Network at any time.
8. Modifications To Terms. the Company may, in its sole and absolute discretion, change these Terms from time to time. the Company will post notice of such changes on the Site. If you object to any such changes, your sole recourse shall be to cease using the Network. Continued use of the Network following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

9. **Modifications To Network.** the Company reserves the right to modify or discontinue the Network with or without notice to you.
10. **Fees.** the Company reserves the right at any time to charge fees for access to new Network content or services or to portions of the existing Network content or services or to the Network as a whole. In no event will you be charged for access to any Network content or service, or to the Network as a whole, unless we obtain your prior agreement to pay such charges. If you do not consent to such charges, however, you may not have access to paid content or services.
11. **Password and Security.** You are responsible for maintaining the confidentiality of any Network password you may establish, and you are solely responsible for all activities that occur under your password. You agree to immediately notify the Company of any unauthorized use of your password or any other breach of security related to the Network. the Company reserves the right to require you to alter your password if the Company believes that your password is no longer secure.
12. **Links.** the Company's provision of a link to any other Web site or Internet resource is for your convenience only and does not signify the Company's endorsement of such other Web site or resource or its contents.
13. **Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT USE OF THE NETWORK IS AT YOUR SOLE RISK. THE NETWORK IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. the Company EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE NETWORK (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). the Company MAKES NO WARRANTY THAT THE NETWORK WILL MEET YOUR REQUIREMENTS, OR THAT THE NETWORK WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. the Company MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE NETWORK, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE NETWORK, OR THAT DEFECTS IN THE NETWORK WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE NETWORK IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE NETWORK SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
14. **Limitation of Liability.** YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL the Company, ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, CONSULTANTS OR AGENTS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE NETWORK.

15. Exclusions And Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the Company' liability shall be the minimum permitted under such applicable law.
16. Indemnification. You agree to indemnify, defend, and hold harmless the Company, its affiliated companies, and their respective officers, employees, directors, shareholders, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) use of the Network. the Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the Company's defense of such claim.
17. Miscellaneous. These Terms, together with any additional terms to which you agree when using particular elements of the Network, constitute the entire and exclusive and final statement of the agreement between you and the Company with respect to the subject matter hereof, and govern your use of the Network, superseding any prior agreements or negotiations between you and the Company with respect to such subject matter. These Terms and the relationship between you and the Company shall be governed by the laws of the State of Utah as applied to agreements made, entered into, and performed entirely in Utah by Utah residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Network shall be brought in the Federal or State courts located in Washington County, Utah, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of the Company and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. The terms of Sections 3 through 5 and 13 through 17 of these Terms shall remain in full force and effect notwithstanding any termination of your use of the Network.