

RECORDSONLINE LLC

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GENERAL TERMS

1. AGREEMENT

- a. By using this RecordsOnline website and platform (the "Site"), you acknowledge that it is for informational purposes only and you agree to use any of its subscription Services with access to our platform in compliance with the specific terms and conditions of our subscription agreements. We are based in Tyler, Texas. This Site is meant for use by persons regarding real estate property physically located within the United States.
- b. These terms govern your access to our website and it includes by reference:
 - i. Any terms provided to you as a subscriber for the Services and Site, including product or program terms, ordering, activation, payment terms, or data processing agreements.
 - ii. You must be at least 18 years of age to activate a subscription for our Services.
 - iii. By subscribing to our Services, you will represent and agree that:
 - a) You can form a binding contract with RecordsOnline;
 - b) You are not a person who is prohibited from receiving the Services under the laws of the United States or any other applicable jurisdiction; and
 - c) You will comply with the Terms of Use, the subscription agreement and all applicable local, state, national, and international laws.

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- a. We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on

certain features and services or restrict your access to parts or all of the Services without notice or liability.

- b. YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF UPDATED TERMS OF USE, WILL INDICATE ACCEPTANCE BY YOU OF SUCH TERMS OF USE, CHANGES, OR MODIFICATIONS.

3. DATA PROCESSING AND PRIVACY. Data Processing and Privacy. (a) RecordsOnline is the controller of the personal information it processes about you when you subscribe to and use the Services and our platform, and (b) you acknowledge that RecordsOnline will process your personal information as described in our Privacy Policy when you use our Services and our platform.

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5. DISCLAIMER OF WARRANTIES. YOUR USE OF THE SERVICES, PLATFORM, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RECORDSONLINE AND ITS AFFILIATES, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. RECORDSONLINE AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO SIXTY DAYS FROM THE DATE OF SUBSCRIPTION. RECORDSONLINE DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

6. LIMITATION OF LIABILITY AND INDEMNITY.

- a. WHILE WE TRY OUR BEST TO ENSURE THAT THE SERVICES AND PLATFORM ARE ALWAYS AVAILABLE, UP-TO-DATE AND CORRECT, RECORDSONLINE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE CONTENT OR OTHER RECORDS MADE AVAILABLE THROUGH THE SERVICES.

- b. PRIOR TO THE EXECUTION OF A PURCHASE OR SALE OF ANY REAL PROPERTY, YOU ARE ADVISED TO CONSULT WITH YOUR ATTORNEY, BROKER, AGENT, ACCOUNTANT, FINANCIAL OR OTHER PROFESSIONAL ADVISOR TO VERIFY PRICING AND OTHER INFORMATION.

7. CHANGES. We reserve the right to modify the Terms of Use, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means.

8. TERMINATION. RecordsOnline may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the subscription and Services, related or other Services, effective immediately, in whole or in part, if we determine that use of the Services violates the subscription terms and conditions.

9. GOVERNING LAW AND JURISDICTION. This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Each Party hereto irrevocably and unconditionally consents to the sole and exclusive jurisdiction and venue of state courts located in the city of Tyler, Smith County, Texas and the United States District Court for the Eastern District of Texas to resolve all disputes, claims or controversies arising out of or relating to this Agreement. Each Party hereto further irrevocably and unconditionally waives any objection to proceeding before such courts based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim before any governmental authority that the proceeding before such courts has been brought in an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party in such action shall be awarded its attorneys' fees and costs incurred.