

# Terms of Service

THESE TERMS OF SERVICE (“TERMS”) CONSTITUTE A CONTRACT BETWEEN YOU AND NEWHOMEPAGE AND GOVERN USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU AND YOUR AGENTS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE, BETA TESTING, FREE TRIAL, OR ANY OTHER USE OF THE SERVICE.

By accepting these Terms, or by accessing or using the Service or Site, or authorizing or permitting any Agent to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to these Terms for that Entity and representing to NewHomePage that You have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms “Subscriber,” “You,” “Your” or related capitalized terms herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.

## 1. DEFINITIONS

When used in these Terms with the initial letters capitalized, in addition to the terms defined elsewhere in these Terms, the following terms have the following meanings:

**Account:** means any accounts created by or on behalf of Subscriber or its Agents within the Service.

**Affiliate:** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person or Entity, whether through the ownership of voting securities, by contract, or otherwise.

**Agent:** means an individual authorized to use the Service through Your Account as an agent and/or administrator as identified through a unique login.

**Profilesandfarms.com:** means the NewHomePage ProfilesandFarm.com service, and the applicable Software, Service Data, updates, and documentation associated therewith. API documentation can be found at: <http://profilesandfarm.com>.

**API:** means the application programming interfaces developed and enabled by NewHomePage that permits You to access certain data provided by the Service. API documentation can be found at: <http://profilesandfarms.com>.

**Confidential Information:** means all information disclosed by NewHomePage to You which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to information relating to NewHomePage's security policies and procedures, any scientific or technical information, invention, design, device, process, compilation of information, record, specification, procedure, formula, improvement, technology, code, software code, hardware or method, any concepts, reports, data, know how, works in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, financial information, customer information, and trade secrets shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to You at the time of disclosure by NewHomePage; (b) is or becomes generally available to the public other than by violation of these Terms or another valid agreement between the Parties; (c) was or is independently developed by You without use of NewHomePage's Confidential Information; or (d) is required to be disclosed pursuant to a valid court order, so long as it is disclosed under seal.

**Contracting Party:** means NewHomePage , an Denver .

**Data on Demand:** means the NewHomePage Data on Demand service, and the applicable Software, Service Data, updates, and documentation associated therewith.

**Directive:** means Directive 95/46/EC on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data.

**Form:** means any of our generated service order forms, statements of work, or agreements executed or approved by You with respect to Your subscription to a Service, which form may detail, among other things, the Service Plan applicable to Your subscription to the Service.

**GDPR:** means the General Data Protection Regulation. All references to GDPR come into effect on May 25, 2018.

**NewHomePage:** means NewHomePage , an Denver limited company or any of its successors or assignees.

**NewHomePage Group:** means NewHomePage , an Denver limited company together with all its Affiliates.

**Personal Data:** means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly by the information.

**Platform:** means any platform service provided to You by NewHomePage which You sign up to online through the self-service sign up functionality on the Site. This definition excludes any professional services, Data on Demand, or enterprise services.

**Leadmarketer:** means the NewHomePage LeadMarketer service, and the applicable Software, Service Data, updates, and documentation associated therewith.

**NHP Cloud:** means the NewHomePage NHP Cloud service, and the applicable Software, Service Data, updates, and documentation associated therewith. API documentation can be found at: <http://NewHomePage.com>

**Service:** means any service provided to You by NewHomePage, as applicable, that You have purchased or to which You have subscribed, whether made available to You on a trial, beta, free, or paid basis. Services include, but are not limited to NHP Cloud, ProfilesandFarms.com, Leadmarketer.com, Data on Demand, and all other NewHomePage products.

**Service Data:** means all data received by You or Your Agents through a NewHomePage Service, including data received through software or an API, communications, or other materials stored or delivered through the Service.

**Service Plan(s):** means the packaged service plan(s) and the functionality and services associated therewith for the Service, as applicable, to which You subscribe.

**Site:** means www.NewHomePage.com, as well as the other websites that the NewHomePage Group operates.

**Software:** means software provided to You by NewHomePage (either by download or access through the internet) that allows You or Your Agent to use any functionality in connection with the applicable Service.

**Subscription Term:** means the period during which You have agreed to subscribe to the NewHomePage Service.

**“We,” “Us” or “Our”:** means NewHomePage.

## 2. GENERAL CONDITIONS: ACCESS TO AND USE OF THE SERVICE

**2.1. Service Access** During the Subscription Term and subject to compliance by You and Your Agents with these Terms, You have the limited right to access and use a Service consistent with the Service Plan(s) that You subscribe to.

**2.2. License** The Services are licensed, not sold, and NewHomePage retains and reserves all rights not expressly granted in these Terms. You expressly acknowledge that NewHomePage retains all worldwide right, title and interest in and to the Services and Service Data, including all rights in patents, trademarks, trade names, copyrights, trade secrets, know-how, data (including all applications therefor), and all proprietary rights under the laws of any jurisdiction. You agree not to do anything inconsistent with such ownership, including without limitation, challenging the validity of the licenses granted herein.

**2.3. Ownership of Services** NewHomePage owns all rights, title, and intellectual property in the Services. The Services do not provide any copyright or permissions to You for any external use of the data received through the Services. All data presented by the Services is presented “as-is” and NewHomePage disclaims all warranties to the content, data, links, and information presented in the Services, including any warranties of merchantability, non-infringement, specifically non-infringement of copyright or other intellectual property rights, and fitness for a particular purpose. NewHomePage grants You a limited, revocable, non-exclusive, non-transferable, and non-assignable license to access the Services in accordance with Your Service Plan and to make use of the data contained in the Services for intelligence gathering purposes.

**2.4. Your Responsibilities** You agree that your use of the technologies, tools, applications, and products made available from time to time on the Site and through the Services are used solely in conjunction with the extraction of data from publicly accessible websites. In all cases where copyrighted and or confidential data may be included as part or all of the extracted data, you agree to comply with all copyright laws and rules covering such data including, but not limited to, the reproduction and resale of such data. In all cases where personal data, as defined by the GDPR, may be included as part or all of the extracted data, You agree to comply with GDPR in all respects.

You agree that NewHomePage will not be held responsible for legal liabilities incurred through Your use or misuse of data obtained through the Services. You are responsible for all activity occurring under your user account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. You shall: (i) notify NewHomePage immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to NewHomePage immediately and use reasonable efforts to stop immediately any copying or distribution of Service Data or other content or infringement of NewHomePage technology that is known or suspected by You or Your Agents; and (iii) not impersonate another NewHomePage user or provide false identity information to gain access to or use the Services.

You are responsible for procuring and maintaining the network connections that connect Your network to the Service. We are not responsible for notifying You or Your Agents of any upgrades, fixes or enhancements to any software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by NewHomePage. We assume no responsibility for the reliability or performance of any connections as described in this Section.

**2.5. Legal Use** It is up to You to determine the legality of the way you use our Services. NewHomePage will never knowingly build or host any data extraction or data import agent that is obviously illegal. Your warrant that You will utilize the Services legally and ethically and that You have obtained permission, if necessary to use it on the targeted data source. NewHomePage reserves the right to refuse service to anyone wishing to use the Services in an illegal manner.

NewHomePage may immediately suspend Your use of the Services if it is contacted by your targeted data extraction source, website, or repository and asked to cease all extraction activity. If an action is commenced by any third party arising from any complaint, suit, disagreement or other repercussions resulting from your use of the Services, you agree to indemnify and hold NewHomePage and its parent(s), subsidiaries, affiliates, officers, directors, agents, contractors, and employees, harmless from any claim or demand, including reasonable attorneys' fees'

**2.6. Use Limitations** In addition to complying with the other terms, conditions and restrictions set forth below in these Terms, You agree not to:

- license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than authorized Agents in furtherance of Your internal business purposes as expressly permitted by these Terms;
- use the Service to process data on behalf of any third party, unless the third party is also subject to these Terms;
- modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks;
- falsely imply any sponsorship or association with NewHomePage,
- use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights;
- use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's or entity's intellectual property rights;
- use the Service in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
- attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Service;
- use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, hateful, abusive, libellous, obscene, or discriminatory;
- use the Service to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time

bombs, or any other similar harmful software (“Malicious Software”); or

- attempt to use the Service in violation of these Terms or any applicable law.

**2.7. Prohibit Uses** NewHomePage strictly prohibits using any of the Services or products:

- to generate fraudulent impressions of or fraudulent clicks on your ad(s) or third-party ad(s) through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots, agents or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software;
- to extract data that are illegal in any state or country where you reside;
- to engage in any other illegal or fraudulent business practice under the laws of any state or country where you reside;
- to extract data from gambling or casino-related websites, hate-related websites, websites that promote violence, ticket resales websites, or drug-related websites;
- which violates the terms and conditions of any website or web application; (v) engage in any action or practice that reflects poorly on NewHomePage or otherwise disparages or devalues NewHomePage’s reputation or goodwill; and
- (vi) to publish copyrighted content in violation of applicable laws and regulations. Violation of these policies may result in immediate termination of your use of the Services and the Site without notice, and may subject you to state and federal penalties and other legal consequences.

**2.8. Agents** You are responsible for compliance with the provisions of these Terms by Your Agents and for any and all activities that occur under Your Account. Without limiting the foregoing, You are solely responsible for ensuring that Your use of the Service to store, access, and/or transmit data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with third parties. You agree and acknowledge that each Agent will be identified by a unique username and password (“Login”) and that an Agent Login may only be used by one (1) individual. You will not share an Agent Login among multiple individuals. The foregoing shall not be deemed to limit

Your use of the features of the Service. You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.

**2.9. Suspension** In addition to Our rights as set forth below, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of a Service: (a) during planned downtime for upgrades and maintenance to the Service (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and Agents) (“Planned Downtime”); (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; (c) if We suspect or detect any Malicious Software connected to Your Account or misuse of the Service by You or Your Agents; or (d) if you breach these Terms or fail to make the applicable payments for Your Service.

**2.10. Third Party Sites** This Site or the Services may link to other websites operated by third parties. We have no control over these linked sites, each of which have separate privacy and data collection practices independent of NewHomePage. We are not responsible for and do not endorse or accept any responsibility for the availability, contents, products, services or use of any third party site, any website accessed from a third party site or any changes or updates to such sites. You acknowledge that you bear all risks associated with access to and use of content provided on a third party site and agree that we are not responsible for any loss or damage you may incur from dealing with such a third party site.

### 3. CONFIDENTIAL AND PERSONAL DATA

**3.1. Confidential Information** Subject to the express permissions of these Terms, each Party will protect each other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other’s Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information (a) solely to those of our respective employees, representatives, subcontractors and agents who have a need to know such Confidential Information for such purposes and who are



bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation.

**3.2. Personal Data** We collect certain information (which may include Personal Data) about You and Your Agents as well as Your and their respective devices, computers, and use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy, the current version of which is available at [www.NewHomePage.com/privacy-policy](http://www.NewHomePage.com/privacy-policy) and is incorporated into these Terms by this reference.

In providing the Service, NewHomePage will engage entities within the NewHomePage Group and other authorized third party service providers, to process Personal Data pursuant to these Terms within the European Economic Area (the “EEA”), the United States and in other countries and territories.

NewHomePage may also use your email address to send you other messages, including information about the Site, Services, updates, news, events, and special offers. You may opt out of such email by changing your preferences or sending an email to [marketing@NewHomePage.com](mailto:marketing@NewHomePage.com).

**3.3. Data Security** NewHomePage will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Personal Data. These safeguards include encryption of Personal Data in transmission (using TLS or similar technologies). Our compliance with the provisions of this Section 3.3 shall be deemed compliance with Our obligations to protect Personal Data as set forth in Section 3.2.

**3.4. Third Party Service Providers** You agree that We and the service providers that We utilize to assist in providing the Services to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account, Service Data, or Personal Data as is reasonably necessary to provide the Service and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with

the standards described in these Terms and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.2 and the Privacy Policy.

## 4. INTELLECTUAL PROPERTY RIGHTS

**4.1. Intellectual Property Rights** Each Party shall maintain all rights, title, and interest in and to all their respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (collectively, “Intellectual Property Rights”). The rights granted to You and Your Agents to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly stated herein, all rights, title, and interest in and to the Service and all hardware, Software and other components of or used to provide the Service, including all related Intellectual Property Rights, will remain with the NewHomePage Group and belong exclusively to the NewHomePage Group. The NewHomePage Group shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Your Agents, or other third parties acting on Your behalf.

**4.2. Code Ownership** Unless otherwise provided in a Form, NewHomePage shall own all rights, title, and interest in any code or other data generated through the Services. NewHomePage may utilize Service Data, code, Content, and all other data from the Services for product development and product training purposes.

**4.3. Permissions** By using NewHomePage’s Services, You give us permission to use Your company’s name and/or logo on our website and other marketing materials identifying you as one of our customers. No endorsement or affiliation is implied, and your trademarks and copyrights remain your property.

## 5. BILLING, PLAN MODIFICATIONS, AND PAYMENTS

**5.1. Subscription Plan** The prices, features, and options of the NewHomePage Services depend on the Subscription Plan selected. NewHomePage does not represent or warrant that a particular

Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice to You.

**5.2. Subscription Charges** Unless otherwise indicated on a Form referencing these Terms, all charges associated with Your access to and use of the Service (“Service Charges”) will be billed to You in advance on a one-off, monthly, quarterly, or annual basis, as determined by Your Subscription Plan, or with respect to any additional Services added to Your Account, at the time such additional Services are purchased, subscribed to, or otherwise deployed. Some Subscription Plans might contain monthly overage fees for use above the plan limitations, and any overage fees shall be charged to you at the beginning of the payment period following the period in which the overages occurred.

Your Service Charges or charges for other services indicated on any Form referencing these Terms are payable within twenty-one (21) days of Your receipt of Our invoice or notice to You and for Platform Accounts immediately upon receipt of the invoice. If an invoice is not paid within 21 days of receipt, interest shall accrue on the unpaid amount at the rate of 2% per month until the invoice is paid in full and We may suspend or terminate access to and use of the Service by You and Your Agents.

The Service Charges in an invoice will be considered accepted by You unless We are notified of a good faith dispute in writing within ten (10) days of the date of the invoice.

**5.3. Service Upgrades** If You choose to upgrade Your Service Plan during Your Subscription Term (a “Subscription Upgrade”), any incremental Service Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Service Charges will reflect any such Subscription Upgrades.

**5.4. Service Credits** A credit for Service Charges or other fees or payments will be provided to You if You elect to downgrade or terminate Your Service Plan (subject to the termination provisions within Your Subscription Plan). Your credits may be used at any time during the 12-month period following your downgrade or termination of Services. Service credits are only provided to Platform customers who sign up for the Service through NewHomePage’s website. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service

as available to You under Your Account, and NewHomePage does not accept any liability for such loss.

**5.5. Taxes** Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “Taxes”). You are responsible for paying Taxes except those assessable against NewHomePage based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

**5.6. Credit Card and Electronic Payments** If You pay by credit card, PayPal, or certain other payment instruments, the Service provides an interface for the Account owner to input and change credit card information. The Account owner hereby authorizes the card issuer to pay the Subscription Charges and authorizes NewHomePage (or a billing agent acting on NewHomePage’s behalf) to continue automatically charging the Subscription Charges to Client’s credit card account in advance on a monthly basis, or on a periodic basis in accordance with the terms of Your Service Plan for periodic Subscription Charges. You further understand that the Subscription Charge shall continue to be charged to Your credit card until the Services are properly terminated pursuant to these Terms, or until the balance on Your Account is paid in full, whichever is later. You must provide current, complete, and accurate billing and credit card information to NewHomePage, and You agree to promptly update your Account information with any changes (for example, a change in Your billing address or card expiration) that may occur.

If payment is not received from Your credit card issuer, You agree to pay all amounts due upon demand. You further agree to pay all costs of collection, including but not limited to reasonable attorney’s fees and costs, on any unpaid outstanding balance. In certain instances, the issuer of Client’s credit card may charge a foreign transaction fee or related charges, which Client will be responsible to pay. Client is responsible for checking with its bank and/or credit card issuer for details regarding any foreign transaction fees or other bank fees. The Account owner will receive a receipt upon each receipt of payment by NewHomePage. NewHomePage uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain, or use Your billing information except to process Your credit card information for NewHomePage.

**5.7. Modifications** We reserve the right to modify Our Services or Site at any time, with or without notice to You. For example, we may add, remove, suspend, or stop a particular feature or functionality. We also reserve the right to charge a fee for any of our additional features at any time.

## 6. TERM AND TERMINATION

**6.1. Term** Your Subscription Term commences on the effective date specified in Your Subscription Plan or Form and continues for the initial subscription period specified therein.

**6.2. Termination** Unless otherwise stated in a Form, either Party may elect to terminate Your Account and subscription to the Service as of the end of Your then current Subscription Term by providing notice, in accordance with these Terms, on or prior to the date thirty (30) days preceding the end of such Subscription Term. For Platform users, unless Your Account and subscription to the Service is so terminated, Your subscription to the Service (including any and all additional Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term.

Either Party may terminate Your Services due to the other Party's material breach of the Agreement, if the breach remains uncured for more than thirty (30) days after receipt of written notice of such breach.

**6.3. Money Back Guarantee** You may request a refund for any Platform Service within 7-days of signing up for the Platform, provided that you have not started using it. You may also request a refund within 7-days of signing up for any Platform Service, if the Platform was not successful for Your purposes. If you were able to successfully use the Platform Services, You are not entitled to a refund under this Section.

**6.4. Refunds and Credits** Except for Platform Services, no refunds or credits for Service Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term. Platform users may obtain refunds or credits in accordance with these Terms.

Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Service Data in the normal course of operation. Service Data cannot be recovered once Your Account is cancelled.

**6.5. Unpaid Subscription Charges** If You terminate Your subscription to the Service prior to the end of Your then effective Subscription Term or We effect such termination or cancellation, in addition to other amounts You may owe NewHomePage, You must immediately pay any then unpaid Service Charges associated with the remainder of such Subscription Term.

**6.6. Violation of Terms** We reserve the right to modify, suspend or terminate the Service (or any part thereof), Your Account, or Your and/or Agents' rights to access and use the Services, and remove, disable and discard any Service Data if We believe that You or Your Agents have violated these Terms. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Your Agents, or any other third party for any such modification, suspension, or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You or Your Agents may be referred to law enforcement authorities at Our sole discretion.

## DISCLAIMER AND WARRANTIES

THE SITE AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES (INCLUDING WARRANTIES TO THE CONTENT, DATA, LINKS, AND INFORMATION GATHERED THROUGH THE SERVICE), WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## 8. LIMITATION OF LIABILITY

**8.1. Damages** EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

**8.2. Third Party Permissions** NewHomePage does not provide You with any license, copyright, or permissions regarding the information accessed through the Services, which may be subject to copyright protection by third parties. NewHomePage shall not be held liable for any claims by third parties arising from Your use of the content and/or data accessed through the Services, nor shall We be liable for any alleged copyright/intellectual property infringement arising from Your external use of the data accessed through the Services.

**8.3. Limitation of Liability** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES FOR SUCH SERVICE PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS AGREED TO THESE TERMS RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS

BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, NEWHOMEPAGE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**8.4. Release** In the event that You have a dispute with a targeted data source (i.e. website or web application) in relation to the use (or misuse) of any of the Services, you release NewHomePage and its officers, directors, agents, subsidiaries, joint ventures and employees from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**8.5. No Director and Officer Liability** Any claims or damages that You may have against NewHomePage shall only be enforceable against NewHomePage and not any other entity or its officers, directors, representatives or agents.

## 9. INDEMNIFICATION

**9.1. Indemnification by NewHomePage** We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). This indemnification provision is limited to IP Claims relating to the Service itself, and does not indemnify You in relation to Your use of the Service or use of any information or data obtained by You through the Service. We shall, at Our expense, defend such covered IP Claims and pay damages finally awarded



against You in connection therewith, provided that (a) You promptly notify NewHomePage of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) You fully cooperate with NewHomePage in connection therewith.

The provisions of this Section state the sole, exclusive and entire liability of NewHomePage to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You or Your Agents.

**9.1. Indemnification by You** You will indemnify and hold NewHomePage and its agents, affiliates, subsidiaries, directors, officers, employees, contractors, and applicable third parties harmless against any claim brought by a third party against NewHomePage arising from or related to (a) use of the Service by You or Your Agents in breach of these Terms, (b) Your internal and external use of the data and information received from the Services, (c) Your extraction of any third party data, (d) Your use of third party data retrieved through the Service, (e) any negligence or willful misconduct by You; or (f) matters which You have expressly agreed to be responsible pursuant to these Terms.

## 10. MISCELLANEOUS

**10.1. Assignment** You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Our prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign Our agreement with You to any member of NewHomePage or in connection with any merger or change of control of NewHomePage or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfil its obligations pursuant to these Terms.

**10.2. Entire Agreement** These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and NewHomePage with regard to the subject matter hereof. Notwithstanding the foregoing, additional terms may apply to certain features, functionality, or services We offer as part of or distinct from the Service (the “Additional Terms”). In those instances, We will notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional

Terms. All such Additional Terms will be considered incorporated into these Terms when You or any Agent authorized as an administrator in Your Account activate the feature, functionality, or service. Where there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

**10.3. Amendment and Waiver** We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Service following the effective date of any such amendment may be relied upon by NewHomePage as Your consent to any such amendment. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

**10.4. Severability** If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

**10.5. Survival** Sections 1, 2.3, 3, 4, and 7-13 shall survive any termination of our agreement with respect to use of the Service by You or Agents. Termination of such agreement shall not limit a Party's liability for obligations accrued prior to such termination or for any breach of these Terms.

## 11. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

## 12. NOTICES

All notices to be provided by NewHomePage to You under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service to the contact mailing address provided by You on any Form; or (b) electronic mail to the electronic mail address provided for Your Account. You must give notice to NewHomePage in writing by a nationally recognized overnight delivery service to (a) NewHomePage's registered address at PO Box 1201 Whittier, CA 90609; or (b) electronic mail to [legal@NewHomePage.com](mailto:legal@NewHomePage.com). All notices shall be deemed to

have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail.

### 13. GOVERNING LAW

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

These Terms shall be governed by, construed and enforced in accordance with the laws of Ireland, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the courts of Ireland and agree you shall not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens, or otherwise.