



ASSET RESEARCH SERVICES, INC.

TERMS OF SERVICE & USE

A. AGREEMENT

- 1. Acceptance Of This Agreement:** Your access to and use of our Service, Software and Website ("Service") constitutes your acknowledgement and acceptance of these terms of use ("Terms"). You will not use our Service for any purpose that is unlawful or prohibited by these Terms. If you do not accept these Terms you must immediately stop using our Service, Software and Website.
- 2. Changes to Service, Software and Website:** ARS reserves the right, in its sole discretion and at any time, to:
 - a. change these Terms, in whole or in part;
 - b. change, remove, or discontinue any service or software; and
 - c. change, remove or discontinue the Service.
- 3. Severability:** In the event that any provision of this Agreement is declared by any judicial court to be void, such provision may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect.
- 4. Non-Waiver:** No failure or delay by either party to exercise any right they may have operates as a waiver of their rights at any future time.
- 5. Governing Law:** These Terms and all matters arising from it shall be governed by and construed in accordance with the laws of the state of Arizona, USA. Venue for any and all actions shall be in the state or federal courts located in Maricopa County, Arizona, USA.
- 6. Dispute Resolution:** In the event of disagreement or controversy arising out of these Terms, the management of each party shall meet in good faith, as quickly as reasonably possible, to reach an amicable resolution. If the parties cannot reach a successful agreement as to such dispute, then such dispute shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "Rules") and judgment on the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator and the parties will endeavor to agree to an acceptable arbitrator. If the parties are unable to agree upon an arbitrator within fifteen (15) days after the commencement of arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitration shall be governed by the laws of the State of Arizona. The results of any such arbitration shall remain confidential but the agreement of the parties and arbitrator to disclose such results.
- 7. Compliance:** You agree to use best efforts to ensure that your employees and agents abide by the terms and conditions of these Terms.
- 8. Termination:** ARS may, at any time upon thirty (30) days notice and without cause, terminate the services provided herein.
- 9. Entire Agreement:** These Terms constitute the entire agreement between the parties regarding the subject matter and supersede any prior or contemporaneous representation, understanding or agreement, whether written or verbal, regarding its subject matter. Any additional, ambiguous or conflicting terms and conditions are expressly rejected and will not

be used in the interpretation and enforcement of these Terms. These Terms may be modified or amended only by a writing by duly authorized representatives of ARS and you.

B. SERVICE TERMS OF USE

- 1. Use Restrictions:** The intellectual property rights in this Service and all trademarks, logos, copyrights and supporting materials ("IP") are the sole and exclusive property of ARS or its licensors. This IP may not be copied, distributed, published, licensed, used or reproduced in any way without the express prior written consent of ARS. IP is defined to include, but not be limited to, any patent, trademark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in the USA, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered or register-able) and registrations of and applications to register any of them. You may not reverse engineer, decompile, create any derivative works or disassemble any part or component of the Website.
- 2. Advice:** The contents of the Service do not constitute advice and should not be relied upon in making or refraining from making any decision. Asset Research Services, Inc., ("ARS") its employees and agents are not responsible for decisions made in reliance on information contained herein.
- 3. Links to Third Party Websites:** The Service may include links to third party websites that are controlled and maintained by others. You agree that your use of any such third party website is at your sole discretion for which ARS shall have no liability.
- 4. Warranty Limitations:** THE SERVICE, SOFTWARE, WEBSITE AND SUPPORT IS PROVIDED TO YOU "AS-IS" AND WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR WARRANTY OF ACCURACY OR COMPLETENESS OF ANY RESPONSES OR RESULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE, SOFTWARE AND WEBSITE IS WITH YOU. IN NO EVENT SHALL ARS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FOR LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTION, BUSINESS INFORMATION, OR THE CLAIMS OF OR FOR THIRD PARTIES, WHETHER OR NOT ARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, AND REGARDLESS OF ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SERVICE, SOFTWARE, WEBSITE OR ANY SUPPORT.
- 5. Damages Limitation:** You agree to defend, indemnify and hold ARS and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses arising out of your use of this Service provided by ARS.

C. TERMS OF SERVICE; DOCUMENT REQUESTS

- 1. Document Service Requests:** ARS offers a variety of Nationwide Lien Services including Preliminary Notice, Notice to Owner, Claim of Lien, and Miller Act Claim(s). All requests for noticing are submitted through our Website as DO RESEARCH (where ARS does the research) or NO RESEARCH (at greatly reduced cost for clients who wish to provide all required information up front).

- 2. Confirmations:** Receipt of submitted notice requests is detailed in a CONFIRMATION REPORT sent via client's chosen method (email or fax) on the submitted- or next-business day. Client acknowledges that this CONFIRMATION REPORT is essential, that the internet and email exchange can be unreliable, and THAT ARS ASSUMES NO LIABILITY FOR SUBMITTED WORK OTHER THAN THAT INCLUDED IN A SENT CONFIRMATION REPORT. To that end client assumes full responsibility to:

 - a. make certain a CONFIRMATION REPORT is received from ARS within 3-business days for all submitted notice requests;
 - b. that the project details included are fully reviewed, complete and accurate; and
 - c. that Client will notify ARS when a CONFIRMATION REPORT is not received as stated above.
- 3. Corrections:** All confirmed data is assumed accurate and complete unless immediately notified otherwise and in writing.
- 4. Requests For Additional Information:** ARS reserves the right to cancel a notice where a client request for additional information has gone unanswered for what ARS judges as a reasonable amount of time
- 5. Late or Incomplete Requests:** ARS may, in its sole discretion, attempt to complete a late/incomplete/emailed Pre-Lien subject to late or incomplete surcharges and IN ALL CASES WILL NOT BE HELD LIABLE FOR THE CONTENT THEREOF or the time frame in which it was mailed or sent out.

 - a. All document requests that contain more than one (1) lot are subject to additional surcharges.
 - b. Work submitted after 11am MST on a normal business day may be processed the following business day.
- 6. Cancellations:** ARS may cancel any document requests that:

 - a. lack a complete project address;
 - b. lack complete customer information;
 - c. are not provided to ARS in thru the Website at least three (3) working days prior to statute specified last- or specific- notice mail date; or,
 - d. are submitted while the client is in arrears or default of these Terms, or,
 - e. remain incomplete after a client request for additional information has been unanswered
- 7. Texas/Tennessee/Louisiana:** Submitting TX/TN/LA notices is a two-part process: (1) client must submit project research requests for possible noticing through the Website giving ARS ample time to complete that research, then (2) direct ARS through the Website to mail the corresponding notice by 11am MST on the statute specified mail date.
- 8. Liability:** ARS insures DO RESEARCH work to a maximum of ten thousand US dollars (\$10,000) of the stated document estimated cost project value and in all cases will not be held liable for any damages due to missed client directives, confirmed documents, NO RESEARCH documents or documents containing information not received directly through its Website.
- 9. Verification:** All notice information requires re-verification prior to filing a Lien or Stop Notice.
- 10. LIENS EXPIRE:** It is your responsibility to monitor associated Lien time frames.
- 11. US Postal Service:** USPS Mail service is not always dependable nor trackable.
- 12. Interruption Of Service:** ARS is not liable for timely mail delivery once deposited with its mailing service, the USPS, nor for any interruption in service not within its sole control.