

User Agreement

You certify that you are over 18 years of age and that you are authorized and capable of entering into this Agreement and are doing so voluntarily. You agree to read this Agreement carefully before accessing or using Broker / Agent Office Solutions. By accessing or using any Broker / Agent Office Solutions product, you agree to be bound by the terms and conditions of this User Agreement. If you do not wish to be bound by these terms and conditions you understand that you may not access or use Broker / Agent Office Solutions.

A. MODIFICATION OF AGREEMENT

You agree that the Broker / Agent Office Solutions may modify this Agreement at any time, and upon any material modification to the Agreement, paying users will be notified by email that changes have been posted and may be viewed at Broker / Agent Office Solutions website. In the event that you have previously requested removal from the Broker / Agent Office Solutions mailing list, you agree to review this Agreement periodically to be aware of such modifications and agree that such modifications shall be effective immediately upon posting of the modified Agreement. Subject to the notice terms set forth in this paragraph, continued access or use of Broker / Agent Office Solutions after modification of the Agreement shall be deemed a conclusive acceptance of this Agreement as modified.

B. CANCELLATIONS, REFUND POLICY

Upon completing this signup process you are authorizing Broker Office Solutions to charge your credit card the amount selected and the one time startup fee. In the event the card is unable to be charged, then your account will immediately be placed on inactive status. You will then be contacted in an effort to obtain a new form of payment. Service will be restored within 24 hours of good payment. You understand that you may terminate this Agreement at any time by giving written notice to Broker / Agent Office Solutions 30 days prior to cancellation. All notices required under this Agreement shall be given in writing, by certified mail to Broker / Agent Office Solutions Systems, Inc., 4444 South 700 East Suite 100, Salt Lake City, Utah 84107, with a copy sent by email to Cancellations@BrokerOfficeSolutions.com. The giver of the notice must receive from the Company a confirmation clearly indicating receipt of the notice in a timely fashion. Notices may be given either by email or mail delivered to the addresses listed upon my registration to Broker / Agent Office Solutions. In the event that notice is given midway through a billing period, then the card will be billed the prorated portion needed to equal the 30 day payment. Refund Policy: As services are paid in advance 30 days, and cancellation must occur no sooner than 30 days ahead of scheduled cancellation date,

Broker / Agent Office Solutions will not refund any portion of prepaid service.

C. LIMITATION OF LIABILITY

The Company shall not be responsible or liable for the unavailability of the Services due to power failures, software bugs, viruses, Internet problems, maintenance or malfunction of computer equipment, disasters, acts of God, or for any other causes. You agree that the Company shall not be liable in any way for the documents or information posted by any person or entity on Broker / Agent Office Solutions or disseminated in reports in any form, including printed reports, downloaded information, Compact Disks, or disseminated in any links or hyper-links to Broker / Agent Office Solutions. Nor shall the Company in any way be liable for the content, accuracy or authenticity of any of the information set forth above. You understand that any views or opinions expressed by any person accessing this Service are the views or opinions of those third parties, and are not the views or opinions of the Company. Although Broker / Agent Office Solutions provides passwords and various other measures to protect its users and their data and documents, you agree that the Company shall in no way be liable for the misuse of the information posted or disseminated in any form by report or otherwise on or from Broker / Agent Office Solutions or the Services, nor shall it be liable for the misuse or misappropriation of designated passwords or allowance of illegal access to Broker / Agent Office Solutions or to reports generated from the use thereof. you agree that you will not abuse Broker / Agent Office Solutions or the Services by engaging in activities such as guessing, trying to obtain under false pretense, or using in an unauthorized manner someone else's User Name and Password combination, or otherwise "hacking" into someone else's Broker / Agent Office Solutions account or by using Broker / Agent Office Solutions for criminal, illegal or immoral purposes. You will keep confidential, take reasonable steps to safeguard, not sell, transfer or distribute, not disclose to or share with others, not make or permit any unauthorized use of, and at all times act reasonably to preserve the security of, the Application and all other Company Items. You acknowledge that a breach of this Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. In addition to any other remedies which may be available under this Agreement or at law or in equity, you agree that Company will be entitled to preliminary and permanent injunctive relief to enjoin and otherwise address any actual, threatened or contemplated breach of this Agreement, without having to prove irreparable harm or post any bond, and shall also have the right to have all obligations, covenants and other provisions of this Agreement specifically performed.

D. USER NAME AND PASSWORD

Your account will be protected by a User Name and Password. You may at your discretion give others access to your account by giving them the necessary login information. You agree that you are solely responsible for retaining the confidentiality of my User Name and Password. If, at any time, you believe the security of my User Name

and Password has been compromised, you agree that you are responsible for changing my Password immediately, a process available to you under "settings" after you log in. You agree that you remain liable for any unauthorized use of the Services

E. USE OF BROKER / AGENT OFFICE SOLUTIONS

By using Broker / Agent Office Solutions and the Services, you agree to indemnify, hold harmless and defend Broker / Agent Office Solutions Systems, Inc. and its employees, officers and directors, from any and all claims, direct, incidental, special, consequential or exemplary damages, losses, liabilities and all costs and expenses of defense, including attorney's fees, resulting directly or indirectly from the acts, misuse or omissions set forth in the paragraphs herein, negligence in the use of Broker / Agent Office Solutions or the Services, the information posted thereon, or reports generated from in any media, or in any way arising from my use of Broker / Agent Office Solutions and the Services or the information obtained in violation of this Agreement. Users of the Services are advised and encouraged to retain all original documents and data in connection with any transaction posted on Broker / Agent Office Solutions. Users are also encouraged to print copies of any important reports, information, or documents reported for you by Broker / Agent Office Solutions, and to keep these for your permanent records. No failure of the Company to insist upon strict performance of the terms or conditions of this Agreement or as otherwise set forth in Broker / Agent Office Solutions or as required by the Company ("Terms and Conditions") and no failure of the Company to exercise any right or remedy available upon any breach of said Terms or Conditions shall constitute a waiver of any such breach or of any of such Terms or Conditions.

F. STORAGE

You may store User Content on Company's servers for use with the Application, and Company will use commercially reasonable efforts to backup such User Content periodically. However, you acknowledge and agree that Company has no responsibility or liability for any deletion, destruction, Corruption, or other loss of User Content. Company may, from time to time, set limits on the amount of disk or storage space allotted to you for the Application on Company's servers, including the storage of User Content. Further, Company may charge storage fees for storing and/or backing-up User Content or for otherwise exceeding your storage limits. You will be notified of any exceeding of such limits and of any storage fees that apply (or any changes to either) via one or more of the Subscriber Notification Methods. It is the policy of Broker / Agent Office solutions to not sell, lease or other wise transfer any client informantion

G. TECH SUPPORT

Upon signing up for service you will be given immediate access to the Broker / Agent Office Solution Site where you can begin use of any of the features and functions the site

will offer. If you've signed up for Broker Office Solutions, upon completion of the setup process you will be sent an E mail which contains a link to a getting started Training video. This training should give you an over all understanding of the features and tools available through this site. In the event there are issues that need attention you are encouraged to seek a solution through the help section. If further assistance is required, there is a contact support icon on the screen. That will prompt the company to make contact and provide further support.

H. NO WARRANTIES

You agree that the Company does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to Broker / Agent Office Solutions, or the Services or any products provided through or listed on Broker / Agent Office Solutions. The Company does not warrant that (1) the information viewed at or reported on Broker / Agent Office Solutions, or in its Compact Disks, is correct, accurate or reliable, nor is it intended to replace original documents or be admissible in any court of law or tribunal; (2) the Services will be uninterrupted or error-free; or (3) defects will be corrected, or (4) that the Services or the server(s) that make them available are or will be free from viruses or other harmful components.

I. INTELLECTUAL PROPERTY AND NON-COMPETE AGREEMENT

You agree that Broker / Agent Office Solutions and the Services and all the software and information they now contain, or may contain in the future, including but not limited to reports, directories, glossaries, trademarks, trade names, service marks, logos, computer code, software, copyrighted, trademarked, and/or patented material (Collectively "content"), is the property of the Company and is protected from unauthorized copying and dissemination by U.S. copyright law, patent law, trademark law, international conventions, and other intellectual property law. Certain of the trademarks and logos displayed on Broker / Agent Office Solutions or within the Services may be owned by third parties. Nothing contained on Broker / Agent Office Solutions shall be construed as granting, by implication, estoppel or otherwise, a license or right to use the Services or any content displayed on Broker / Agent Office Solutions, without the prior written permission of the Company or such third party that may own trademark or copyrighted material displayed on Broker / Agent Office Solutions. Information may be obtained from Broker / Agent Office Solutions solely as expressly authorized. Any other copying, redistribution, retransmission, or publication of the information contained in Broker / Agent Office Solutions or the Services is strictly prohibited without the express written consent of Broker / Agent Office Solutions. Unless otherwise agreed in writing with the Company, you agree that for two years after first entering into this Agreement, you will not, for yourself or on behalf of any other person, company or entity, sell or provide Internet based closing and/or settlement software tools to third parties in the United

States. you will also not adapt and use for personal benefit, or the benefit of others, the business models, technology, concepts, or processes described and used on Broker / Agent Office Solutions or within the Services. You also agree that you will not knowingly employ any employee of the Company, or solicit or encourage any employee of the Company to leave his/her employment.

J. SEVERABILITY AND APPLICABLE LAW

Any provision of this Agreement that is prohibited by law, or is unlawful or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Agreement. Where the terms of this Agreement are inconsistent with applicable law, and where applicable law controls, this Agreement shall be deemed to be amended to comply with applicable law. This Agreement shall be construed in accordance with the laws of the State of UTAH and you agree that use of Broker / Agent Office Solutions or the Services creates a contract thereunder that shall be construed in all respects in accordance with the laws of the State of UTAH, and subjects you and your Company to proper venue solely in the United States District Court. In the event that either party institutes suit to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs, reasonable expenses and reasonable attorney's fees incurred. You agree that you may not assign or transfer my rights to access or use the Broker / Agent Office Solutions Services without the express written consent of the Company.

K. ENTIRE AGREEMENT

Unless there are other agreements in writing signed by the Company, this is the entire agreement between the parties. In the event that there is a separate license or written agreement between you and the Company, then this Agreement shall be effective in addition to that separate agreement, except that in the event of any discrepancy, the separate written agreement shall prevail only as to such provisions which are in direct conflict with this agreement. No such discrepancy will invalidate the enforceability of any other term of this Agreement. This Agreement shall not be modified except in writing signed by the both parties or by a new posting at Broker / Agent Office Solutions by the Company as described above. The Company shall notify its paying users by email in the event of any substantial or materially adverse change in this Agreement. Any user receiving a notice of such a change that wishes to terminate their account due to the changes in terms in this agreement may do so in accordance with the notice provisions herein.