

Name:

Email:

Mandatory Signature Needed to Continue with Our Services

Below are your contract terms for your specific requested services with H&H Real Estate Media, Inc.

Your Particular Purchase Details

These terms and conditions constitute a binding contract ("Agreement") and applies to all services provided between Company and you as a client ("you" or "client"), your contract period of _____ ("term"), and your agreed upon monthly budget of _____ ("monthly budget") for services titled _____.

Terms and Conditions

Your right to use this website is subject to your acceptance of the following terms and conditions submitted by H&H Real Estate Media, Inc ("Company"). Company reserves the right to modify these terms and conditions from time to time.

Overall Company Terms & Conditions

By clicking the agreement checkbox or simply replying to our email with "I Agree", you agree to our terms and we have the authority to continue our services with you.

We're excited to have you as a part of this team. Keep in mind you can contact us any time you have questions. Or, submit your questions to support@hhrealestatemedia.com. We at H&H Real Estate Media, have you agree to these terms and conditions on the purchasing order form so we can be sure that it is indeed an agreement coming from you, the client, using your own email address, credit card and IP address familiar to you. We do this for security reasons only, just to make sure you are who you are. Thank you for understanding.

By agreeing to these terms and conditions you are agreeing to pay for the services that are currently showing in your online shopping cart as well as any monthly payments that are attached to any of those services shown.

If you are purchasing a full website, a test version of your website will be up and running within the next 5 – 7 business days. To make your site completely live, we need all domain information from you as soon as possible. Your first month will start 7 days out from the time you accept these terms & conditions.

A website package is usually complete with a one-time investment as well as a monthly payment. There are different prices regarding the one-time investment as well as the monthly payment depending on which service and product that you are purchasing. This should also be made clear during your one-on-one phone call with H&H Real Estate Media within the first 2 business days.

MLS Pass-Through Fees: Certain MLS boards require many different types and prices of MLS Pass-Through Fees. These fees are in no way regulation by H&H Real Estate Media and nor can they be changed. These fees can change at any time, can be a one-time fee, or can be an additional monthly fee. These fees may be separate and may need to be paid by you on your own as a separate charge to your MLS board. These fees may also be included in our services in which we have to increase our prices to reflect those MLS pass-through fees.

At any time you may purchase new communities to be added to your website. Please do this through our website or any of our support professionals by calling our office. The prices of communities change all the time depending on times of the year and when we have random specials. Prices of communities are subject to change at any time. Prices of communities are a one-time fee.

Your right to use this website is subject to your acceptance of H&H Real Estate Media terms and conditions. H&H Real Estate Media reserves the right to modify these terms and conditions from time to time.

Terms and Conditions

Your right to use this website is subject to your acceptance of the following terms and conditions submitted by H&H Real Estate Media, Inc (“Company”). Company reserves the right to modify these terms and conditions from time to time.

Company Standard Terms and Conditions

These terms and conditions constitute a binding contract (“Agreement”) between Company and you as a client (“you” or “client”), and apply to all services provided by Company to you.

Scope of Work

1. If a web package is purchased, Company will provide consultation regarding the client’s web presence. Company will provide hosting for client’s website files and databases as well as a full WordPress website with admin access for the client. Company will provide a twitter Background image as well as Facebook timeline photo. If given access and authority to access client’s Twitter account, we will upload the Twitter background image for the client. If given access and authority to access client’s Facebook, we will upload the timeline photo for the client. Company will give client a walk through over the phone on how to work and log into their website admin area, if client is available to schedule a time to do so.
2. A. Your website will be up and running within the next 7 business days.

3. B. Your first billing month will start 7 Business days out from the time you accept these terms & conditions, Whether you (The Client) provide Company with the information needed or not.
4. C. Client is allotted 30 minutes of custom work per month with no additional charge. Any work exceeding 30 minutes must be paid for at an hourly rate of \$75 per hour to Company from Client. Monthly custom work minutes do not accrue.
5. Company owns and can delegate all files relating to their themes located on their servers. Company acknowledges that prices for work come at a lower price because they are able to perform their own hosting paid by client in monthly periods. Company reserves the right to charge the client any given amount to have access to, or hand over these said files to client depending on work performed and length of payments performed by client.
6. Company relinquishes all ownership and rights to any and all images and content to the Client upon Client's website going live on their domain name. Once Client's website has been handed to the Client to control, images and content are owned by Client and controlled by the Client only. Client will be responsible for any and all copyright infringement that may be brought to their attention whether it be on accident or intentional or even actions and work provided by H&H Real Estate Media, Inc. Company has no way of knowing if images or content given to perform work is under copyright or not, therefore, the Client is responsible for the exchange of that copyrighted material.
7. If a community addition is purchased, Company will access client's website backend and create community information specified by the client which will show on their website.
8. If Facebook IDX is purchased, client must give Company access to their Facebook account. Company will create an iHomefinder account as their IDX provider and link it to their facebook account. Company will create tabs on their Facebook business page for property searches and featured properties which are linked to their MLS board.
9. If listing syndication is purchased, Client must have an iHomefinder account already. Company will then start syndication using their iHomefinder account.
10. If Company agrees to perform other work or services for Client, Company will keep track of hours worked and invoice Client accordingly.
11. Company will not perform any 301 redirects unless an hourly payment agreement is made between Client and Company. Company may invoice Client accordingly for any extra work performed.
12. If Client is unable to attend the walk through or is unable to be contacted by that day, 5 weeks after the date of purchase, Client gives Company authority to register a domain similar, using Company's best intuition, to that of the Client's requested domain. Client will be charged \$30 per year for this domain so long as they choose to keep it on a yearly basis or never contacts Company to change it. Company will then make the temp domain live under this new domain name. Domain will be registered at hhunlimitedmedia.com and will be owned by Company and will be maintained under Company's hhunlimitedmedia.com account. Doing this allows for Client's website to go live so their web presence can start gaining some exposure. Client must contact Company to switch domains at any time and Client must either give Company their own registrar login information or Client can change their nameservers on their own. Client must notify Company if the latter option is performed.

Terms and Contract

13. The Company web package service is a 3 month program. Therefore, Company reserves the right to commit the Client into a 3 month contract to give their product ample time to mature and see results (barring an additional addendums that includes a longer contracted term). The 3 month contracts starts the day of the purchase. If Client

- decides to cancel before the 3 month contract has ended, Client is responsible for the remainder of the payments and will automatically be charged for the remainder of the contract dependant upon the contracted monthly rate.
14. Length of contract and rate of monthly payment may be changed at any time with an agreement by both Company and Client.
 15. Please review the Billing Notes and Cancellations sections in these Terms and Conditions for more information.
 16. Whether in a 3, 6, 9, 12, or any number of months contract, all services will continue and will automatically be renewed on a month to month basis after the initial commitment term has been fulfilled. This holds true for any and all services provided by H&H Real Estate Media, Inc. By signing, Client acknowledges and accepts this renewal procedure without notification of their end of commitment date. If Client decides to cancel after the initial commitment and is in a month to month renewal phase, Client is still is required to notify Company with a verbal 30 day notice and is to adhere to the cancellation requirements stated within these signed Terms and Conditions.

Fees and Costs

17. There is a setup cost that must be paid upon purchase of any package. Setup costs are determined by our sales representatives and your current situation. Setup costs may vary depending on the package, quantity, amount of additional work needed, coupons, promotions, and even other factors not discussed here.
18. Monthly payments are required for both the Agent Web Package and Broker Web Packages and vary depending on which type of package is chosen, how many agents are included, how many MLS accounts are included, MLS pass thru fees, and MLS pass thru set up fees, and any other iHomeFinder costs.
19. Fees and Costs can change at any time for any reason.
20. Fees and Costs may be found for our products for sale on Company's website. Direct page for the products is listed at: /products-page/ and may be updated with new fees, costs, and descriptions at any time.

Website Product

21. Your website will be compatible with Firefox (versions 3.0 and higher), Microsoft Internet Explorer (versions 10.0 and higher), and Google Chrome (versions 30.0 and higher), and for the following operating systems: Windows 2000, Windows XP, Windows Vista, Windows 7 and Mac OSX. Your website will also be compatible with most mobile smart phones and devices.
22. Company is not liable for any loss of email or any delays that may be caused by domain modifications or transfers. When authorizing the transfer of a domain, you are still the owner of the domain and Company is the registrar. It is your responsibility to renew the domain name. Domain Purchases are non-refundable and subject to availability.
23. While Company is not responsible for the renewal of domain names, renewal and maintenance of domain names are your responsibility.
24. You, the Client, will be responsible for monthly Service and Support fees which may include fees associated with your website and additional products and services you may have purchased. The 30 day Term is to commence on the Effective Date. The Effective Date is defined as the date the client pays the required fees and approves the terms and conditions. Client's billing cycle will start the day of the original walk-through date that was scheduled, whether Client appears at the walk-through or not. Whether the website goes live or not, Client will be charged monthly for services rendered starting 30 days from that original walk-through date.

25. You, the Client, are responsible for providing all content for your site. Stock photos and graphics will be used until you submit photos. You should take reasonable care and act with reasonable diligence in securing and providing your own content for posting.
26. Custom edits, upgrades and/or changes to your website may be available at an additional cost through Company.
27. You agree to grant Company with the approval to automatically populate your MLS listing information to your website, in those MLS territories providing this functionality. Please be advised that Company may discontinue this functionality, without prior notice, if your MLS restricts this capability.
28. You agree to accept any and all notices delivered via e-mail from Company regarding service, billing and marketing-related issues now and even after any service cancellation unless Client unsubscribes from said notices. Company agrees to not release your e-mail address to third parties for solicitation purposes.
29. We reserve the right to refuse, cancel, or discontinue any and all services at any time for any reason to any person.
30. Company is NOT responsible for any changes made by Facebook and/or Twitter or any other third party resource.
31. Company does NOT guarantee service outside of the United States of America ("USA"). The majority of hackers and online attacks happen outside of the USA. Company reserves the right to refuse access to our services and servers outside of the USA to preserve the security of our service, servers, and our Clients.

Intellectual Property

32. "Real Estate Websites H&H Real Estate Media, Inc." or "REALTOR® Website Marketing & Design H&H Real Estate Media, Inc." or "H&H Real Estate Media, Inc., Real Estate Website Marketing & Design" or "H&H Real Estate Media, Inc.. REALTOR® Website Marketing & Design." and the year of creation will appear on all websites created for you by Company.
33. You, the client, will be the owner of the copyrights with respect to text that you author and post on your website. You unconditionally represent and warrant that you are the owner, assignees or authorized user of any and all copyrights or trademarks with respect to the content that you post to your website. This includes, without limitation, text, images, photographs and graphic designs. We are not responsible for verifying your ownership of such rights. You agree to hold harmless, protect and defend Company from any copyright infringement claim or related suit arising from the use of such elements you provide for or post to the website.
34. Company may own or hold a license to use and sublicense various materials in existence before the start date of this Agreement ("Company's Materials"). Company may, at its option, include Company's Materials in the work performed under this Agreement. Company retains all right, title and interest, including all copyrights, patent rights and trade secret rights in Company's Materials. Company grants client a royalty-free nonexclusive worldwide license to use any of Company's Materials incorporated into the work performed by Company under this Agreement. Client may use Company's Materials only in conjunction with the work product and not in your other products. The license shall have a perpetual term and may not be transferred by you. Company's materials include designs, code, programs, utilities and all related materials, as well as programming, consulting, creative and marketing ideas.

Liability

35. Company has no control over and is not responsible for the content of sites that you may choose to link from your websites and assumes no responsibility for the content of a site your site links to or if a site that you choose to link

to has inaccurate data, goes offline, or does not allow linking to it for any reason. You are independently responsible for accuracy of content posted on your own website including phone numbers, e-mail, contact information, etc.

36. All services offered by Company are to be used lawfully in compliance with any federal, state, and local laws; as well as the rules of the acceptable Internet use policies.
37. Company will not be responsible for the loss of data, profits, opportunity costs or other consequential damages, or for any damages suffered or revenues lost through the use of our services or for loss of service due to network outages, regardless of cause (including but not limited to: human error, hardware failure, software failure, or telephone company or ISP outages). COMPANY LIABILITY FOR ANY CLAIMS WHATSOEVER, WHETHER ARISING IN TORT OR CONTRACT, INCLUDING CLAIMS BASED UPON DESIGN, ERROR, OMISSION, NEGLIGENCE, DEFECT, FAILURE TO MAINTAIN SERVICE, OR ANY OTHER CLAIM SHALL NOT EXCEED THE CONTRACT PRICE HEREIN.
38. If applicable, we at Company have an IDX agreement with your MLS Board. We have no control over and therefore are not held liable should your broker not offer to sign off on the IDX paperwork or any other paperwork that needs a broker signature. In this case you will be dropped down to our Non-IDX Web Package (prices may vary) and we'll "iframe" in whatever property search or listing service your Broker and/or MLS board provides you (The Agent) with. By your broker not allowing you (The Agent) to display the MLS is not breach in contract and no refunds will be given after 48 hours after the purchase. After 48 hours, all sales will be considered final. As an example, if you purchase a website on Monday at 3:25pm PST, you would need to cancel with us by Wednesday BEFORE 3:25pm PST.

IDX Product

39. IDX: (If Applicable) If the MLS to which you are a member requires signed documentation before Company may implement IDX on your website, you will receive the document via e-mail and/or fax. It is vital that you fax or email the completed agreement back immediately so we can install IDX on your website.
40. You are responsible for incremental fees, if any, charged by your MLS.

Third Party Products

41. Company may, from time to time, offer products and services provided by a third party service provider. Company makes no representations about the suitability of any third party products or services for any purpose.
42. Company is not responsible for any changes made by social media companies. By choosing to use their products, you are subject to their own terms and conditions.

Billing Notes

43. You, the client, will incur an 18% service charge should your credit card, on file with Company, not go through 7 days after your monthly bill date.
44. If you are delinquent on a payment, Company may deactivate your site, without notice at any time.

45. If your credit card expires, and you don't provide Company an updated expiration date, you agree to allow Company to extend the expiration date.

Cancellations

46. You, or your authorized representative, have up to 48 hours to cancel service and receive a full refund. After 48 hours, all sales will be considered final. As an example, if you purchase a website on Monday at 3:25pm PST, you would need to cancel with us by Wednesday BEFORE 3:25pm PST.
47. There is a 30 day cancellation policy. You, the client, will be held liable for any charges that were scheduled to be billed to Company on the exact day you call to cancel. For example, If you, or your authorized representative, call to cancel on May 10th and your account's billing date is the 20th, you will be billed one last time on May 10th (the day you cancel) as payment to cover for our services provided.
48. In order to cancel service, all cancellations and notices must be verbally confirmed by phone by speaking to a live representative in our Customer Service department to assure that all services have been put into the cancellation cycle at that exact time of the phone call. Please call (866) 611-0428 (ext 2) to speak to a live Customer Service representative Monday – Friday between 7am and 3pm PST. Cancellations will NOT be accepted in any other form, which includes via voicemail, email, online form submissions, or text message.
49. After your (or your authorized representative) cancel request is fulfilled, you, the client, will no longer pay for the hosting costs. H&H Real Estate Media, Inc. reserves the right to delete any and all of your website data and content. Upon deletion, your content and data will cease to exist on our server and database. There is no possibility of recouping that content upon its deletion.

Independent Contractor

50. In furnishing Services hereunder, Company will act as an independent contractor in relation to client. Neither party shall have the right to obligate or bind the other in any manner whatsoever, nor nothing contained herein shall give, or is intended to give, any rights of any kind to any third person. Company has the right to hire assistants as subcontractors, or to use employees to provide the Services required by this Agreement. Client shall not solicit for employment or hire any of Company's agents who are involved in the performance of the Services during the term of this Agreement and for a period of one (1) year following its termination except as may be agreed to in writing by both parties.

Confidentiality

51. "Confidential Information" means all nonpublic technical or business information, including the terms of this Agreement, disclosed by one party to the other party and marked as proprietary or which is of a nature or presented under circumstances that would cause one to reasonably conclude it should be treated as confidential. The receiving party shall return all Confidential Information to the other party upon completion of the services, hold such information in confidence for three years after termination of this Agreement, restrict disclosure of such information solely to its employees with a business need to know such information, and use a degree of care no less than the degree of care as it uses for its own proprietary information to prevent the unauthorized disclosure,

use or publication of such proprietary information. Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of recipient, was in recipient's possession or known to recipient, without any obligation to keep it confidential, before such information was disclosed to recipient, or that the parties regularly give to third parties without restriction on use or disclosure.

Attorneys' Fees

52. If any legal action arises relating to this Agreement, the prevailing party in any court action or arbitration shall be entitled to recover all court costs, and reasonable expenses and attorney's fees in enforcing this Agreement.

Governing Law

53. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California and the Federal Laws of the United States of America. Actions relating to this Agreement, including but not limited to its interpretation, application or existence shall be brought in San Diego County, California and Client irrevocably consents to the jurisdiction of such courts.

General Provisions

54. Client acknowledges reading this Agreement, understands it, and agrees to be bound by its terms. Client further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties, and that it supersedes all oral or written proposals and all other communications between the parties relating to the subject matter of this Agreement, and may only be amended by a writing signed by both parties. You may not assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of Company. In the event that any provision or portion thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected. This agreement binds and benefits the heirs, successors and assignees of the parties. This agreement may be modified only by a written agreement signed by all the parties. If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time. All terms and conditions hereof shall survive expiration or termination of this Agreement.

Any Form of Monthly Managed Program

55. Client acknowledges that there will be certain contract length and term attached to the service as it is a full contract for an agreed upon length of time (usually 3 or 6 months)
56. Client agrees to provide Company with needed social media access in order to provide certain services to better their situation and success regarding their web package and online web placement. Company agrees to refrain from sharing any private data. Company agrees to only use this access to professionally complete package tasks and assignments.

57. All posts, blogs, pages, content, images, video, media, and any other action completed is based off of the current trends at that time and are deemed the best action to perform at that time based on our professional experience. If Client does not like the action performed, Client may delete and remove the action at any time on their own.
58. Client may make certain requests, with reason, to better help Company in realizing Client's goals.
59. If Client decides to cancel before the contract has ended, Client is responsible for the remainder of the payments and will automatically be charged for the remainder of the contract dependant upon the contracted monthly rate.
60. This program, package, certain actions, program details, length and cost may change at any time for any reason for any and all clients.
61. Please review the Billing Notes and Cancellations sections in these Terms and Conditions for more information.
62. Search Engine Results are not guaranteed as they are usually based on a Search Engine's algorithms and their results which they privately own.

Own Your Own Website Package – Full Ownership - Only Available Upon During Certain Promotion Dates

63. Client will gain full ownership of all content, images, files, media, logos, code, and entity of his/her website, even if Client's website is hosted on Company's server. Since Client is accepting all ownership, it is assumed that Client has some technical experience with WordPress and plugins in order to create posts, pages, forms, and other actions provided by WordPress and plugins. Company only provides theme files, not content.
64. Client acknowledges that Company only provides a WordPress theme. This theme can only be used for the WordPress platform. This theme may not work with any other platform.
65. Client may ask for a zip file of the theme they purchased to take with them and host their website with any other WordPress hosting company. Company only offers zip files of theme files, not plugins or databases as plugins are not part of the theme and owned by other plugin developers while databases change from site to site.
66. The styled WordPress backend we provide while being hosted on our servers is property of Company thus will not be offered in a zip file and cannot be transferred to other hosting platforms. Our styled WordPress backend disallows and hides certain aspect of WordPress, so in order to give you a full product, we want to make sure you have full access to everything WordPress has to offer.
67. If applicable and feasible to Company standards, Company may help with the transition or installation of Client's theme with another hosting company, only upon Client request.
68. While support and technical support is offered with other packages; technical support, updates, upgrades, and modifications are not included with this package. If these actions are requested by Client, Client agrees to pay a base of \$75 per hour if still hosted on Company's web server. If website is hosted elsewhere, Client agrees to pay a base of \$150 per hour.
69. Full payment is due up-front immediately to start work on the website. No refunds will be given after 48 hours of the purchase. After 48 hours, all sales will be considered final. As an example, if you purchase a website on Monday at 3:25pm PST, you would need to cancel with us by Wednesday BEFORE 3:25pm PST. Work starts on your purchase almost immediately and this work needs to be paid for by Client.
70. If Client purchases and pays monthly for the Standalone Optima Express IDX plugin that we offer to work with their WordPress website, Client is only subject to the monthly payment of the IDX plugin and other MLS fees required by Client's MLS board. Company, in this case, will provide support for the Standalone Optima Express IDX plugin only. Update, upgrades, and modifications to the theme files must still be paid at an hourly rate of \$75 per hour.

71. Company products are provided “as is” without warranty of any kind, either expressed or implied. In no event shall Company be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability to use our products.
72. There is no promise or representation that you will make a certain amount of money, or any money, or not lose money, as a result of using our products and services. Any earnings, revenue, or income statements are strictly estimates. There is no guarantee that you will make these levels for yourself. As with any business, your results will vary and will be based on your personal abilities, experience, knowledge, capabilities, level of desire, and an infinite number of variables beyond our control, including variables we or you have not anticipated. There are no guarantees concerning the level of success you may experience. Each person’s results will vary. There are unknown risks in any business, particularly with the Internet where advances and changes can happen quickly. The use of our information, products and services should be based on your own due diligence and you agree that we are not liable for your success or failure.
73. Client may not transfer or sell, reproduce, create derivative works from, distribute, or in any way exploit any of the Content, in whole or in part, except with an expressly permitted Agreement from Company. Legal recourse may be taken.

Rent-to-Own Your Website - Only Available Upon During Certain Promotion Dates

74. Client’s website must stay on our web server until the agreed upon price of the website has been fully paid for. Each website may have different costs depending on Client needs.
75. There is a one-time investment to start this program. Again, each website may have different costs depending on Client needs.
76. The monthly fee to rent the website until fully paid is \$150 per month. IDX, if applicable, may have a pass-thru fee which will be reflected on Client’s monthly payment and is the responsibility of Client.
77. Once fully paid for, Client will gain full ownership of all content, images, files, media, logos, code, and entity of his/her website, even if Client’s website is hosted on Company’s server. Since Client is accepting all ownership, it is assumed that Client has some technical experience with WordPress and plugins in order to create posts, pages, forms, and other actions provided by WordPress and plugins. Company only provides theme files, not content.
78. Client acknowledges that Company only provides a WordPress theme. This theme can only be used for the WordPress platform. This theme may not work with any other platform.
79. Once fully paid for, Client may ask for a zip file of the theme they purchased to take with them and host their website with any other WordPress hosting company. Company only offers zip files of theme files, not plugins or databases as plugins are not part of the theme and owned by other plugin developers while databases change from site to site.
80. The styled WordPress backend we provide while being hosted on our servers is property of Company thus will not be offered in a zip file and cannot be transferred to other hosting platforms. Our styled WordPress backend disallows and hides certain aspect of WordPress, so in order to give you a full product, we want to make sure you have full access to everything WordPress has to offer.
81. If applicable and feasible to Company standards, Company may help with the transition or installation of Client’s theme with another hosting company, only upon Client request.
82. Once fully paid for, while support and technical support is offered with other packages; technical support, updates, upgrades, and modifications are not included with this package. If these actions are requested by Client, Client

agrees to pay a base of \$75 per hour if still hosted on Company's web server. If website is hosted elsewhere, Client agrees to pay a base of \$150 per hour.

83. No refunds will be given after 48 hours of the purchase. After 48 hours, all sales will be considered final. As an example, if you purchase a website on Monday at 3:25pm PST, you would need to cancel with us by Wednesday BEFORE 3:25pm PST. Work starts on your purchase almost immediately and this work needs to be paid for by Client.
84. Once fully paid for, if Client purchases and pays monthly for the Standalone Optima Express IDX plugin that we offer to work with their WordPress website, Client is only subject to the monthly payment of the IDX plugin and other MLS fees required by Client's MLS board. Company, in this case, will provide support for the Standalone Optima Express IDX plugin only. Update, upgrades, and modifications to the theme files must still be paid at an hourly rate of \$75 per hour.
85. Company products are provided "as is" without warranty of any kind, either expressed or implied. In no event shall Company be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability to use our products.
86. There is no promise or representation that you will make a certain amount of money, or any money, or not lose money, as a result of using our products and services. Any earnings, revenue, or income statements are strictly estimates. There is no guarantee that you will make these levels for yourself. As with any business, your results will vary and will be based on your personal abilities, experience, knowledge, capabilities, level of desire, and an infinite number of variables beyond our control, including variables we or you have not anticipated. There are no guarantees concerning the level of success you may experience. Each person's results will vary. There are unknown risks in any business, particularly with the Internet where advances and changes can happen quickly. The use of our information, products and services should be based on your own due diligence and you agree that we are not liable for your success or failure.
87. Client may not transfer or sell, reproduce, create derivative works from, distribute, or in any way exploit any of the Content, in whole or in part, except with an expressly permitted Agreement from Company. Legal recourse may be taken.

Pay-Per-Visit (PPV) Program

88. This program is specifically built and coded ONLY for our H&H company websites. This program cannot be used in conjunction with another website company or self hosted website outside of H&H company websites.
89. This program is an extension of your website hosting service and can only be used in conjunction with Company built websites. Therefore, by agreeing to this program, you are also agreeing to extend the term of your website hosting contract with Company as it is constructed as a "Package Deal".
90. Company reserves the right to charge Client separately and on different dates from any other monthly service provided by Company to Client.
91. This is not a Pay-Per-Click (PPC) program. This program only uses PPC as part of the strategy to generate leads for Client. Keywords cannot be chosen, as it is not a PPC program. State, Metro, County, City, and Term of Contract (3, 6, 9, or 12 months) are the only requests that can be made for this program.
92. You, the Client, are committing to this program for a certain agreed upon length and Client agrees to stay in this contract with H&H Real Estate Media, Inc. for that certain agreed upon length. After the agreed upon time limit has been hit, this program will continue on a month-to-month basis and will be billed accordingly.

93. Results are not guaranteed. Company will educate Client and give recommendations based on experience with other clients. Recommendations are not guarantees.
94. An agreed upon minimum budget is needed to proceed with this particular program. Monthly pricing, above the agreed upon budget per month, depends on Client and how much Client requests to spend monthly. Client will be charged monthly starting on the date the account is set up.
95. To modify a monthly Client budget and/or make other modifications (ie. adding and/or removing State, Metro, County, City) Client must call Company and speak to a live representative at 866-611-0428 option 2.
96. There is a setup fee to start this program. Setup fee varies depending on a multitude of variables, including Area Requested, Length of Contract, and Monthly Requested Budget. The account will not be set up or start until the setup fee has been collected and the first month has been paid. Your first month budget will be lumped into your setup fee and Client will then be charged their budget amount on that date every month for the remainder of their agreed upon term.
97. There is little data given to prove strategic actions are being performed because there are too many steps and too much data to organize in a timely manner to make this program efficient, timely, and cost effective. In order to keep this program available and affordable, time spent on organization of data must be kept at a minimum. Proof of program continuation is based on lead interaction. Even then, results cannot be guaranteed as it is based on different human interaction with website strategies.
98. If you are a part of the PPV BOOST TRIAL program, you are allotted a certain amount of money that will go towards your PPV program. Once that allotted amount is used up by the program, your trial is finished. The PPV BOOST TRIAL program is not recurring. If you would like to continue with the PPV PROGRAM, you must call an H&H company rep, sign up with your rep, and agree upon a monthly budget and setup. Setup fees may be changed at any time due to different sales and promotions. The PPV BOOST TRIAL will only start once your website is live. By agreeing to start the PPV BOOST TRIAL program, you also agree to host and stay in at least a 6 month contract with company for the website purchase in which all terms and conditions are subject to.

SEO Page Enhancement Services and Packages

99. This SEO Page Enhancement service can not and will not commence until your website is live on your domain.
100. There is a setup fee to start this program. Setup fees vary depending on a multitude of variables. The account will not be set up or start until the setup fee has been collected.
101. Refunds are not available after the work has been completed. Refunds are not available if search engine results are not increased as the benefits of the work completed may take an unidentifiable amount of time to culminate.
102. This program is specifically built and coded ONLY for our H&H company websites. This program cannot be used in conjunction with another website company or self hosted website outside of H&H company websites.
103. This program is an extension of your website hosting service and can only be used in conjunction with Company built websites.
104. Company reserves the right to charge Client separately and on different dates from any other service provided by Company to Client.
105. Results are not guaranteed. Company will educate Client and give recommendations based on experience with other clients. Recommendations are not guarantees.
106. This is considered "Organic SEO". Organic SEO is not considered "Paid". This is not an ad and does not track conversion. Conversions as well as leads are not tracked with this service. There is no guarantee that traffic will

increase with this service. But, it has been proven through many third party tests and research that this service should increase your website's ability to have better search results for certain keywords being searched for, which, in turn, increases traffic, etc.

- 107. This is not a Pay-Per-Click (PPC) program.
- 108. All sales are considered final on this date of purchase.
- 109. The 48 hour right of rescission does not apply for this product.
- 110. There are no refunds for this product because work is started immediately and the work needs to be paid for.

Market Boost Packages

- 111. Includes dynamic Market Report Pages for your website with charts and graphs about specific markets such as sales and list price, median price, inventory levels, and more.
- 112. Includes email marketing to clients who sign up for the service with relevant content they request.
- 113. Email marketing includes monthly reports, weekly opens, weekly opens, daily price changes, and new listings.
- 114. This product is offered as a bundled solution only available with H&H website services.
- 115. This product is not Drip Email Marketing by definition.
- 116. Company does not have access or control the contents of the emails that are sent to your clients. The content of the emails are real live data being sent from the MLS boards themselves which we do not manipulate. Company also cannot send manual, "canned", unique, or modified forms of content.
- 117. Not all data is available per certain MLS boards. Not all boards provide Sold Data. Company is bound by the rules, regulations, and policies of each and every MLS board, hence no custom work can be provided for this product.

Mandatory Signature Needed to Continue with Our Services

Client Signature for:

Signature Date