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**IMPORTANT!** By accessing, using, viewing, reading, printing, purchasing, or downloading any material from the SITE, you agree to be bound by these Terms and Conditions. This Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You manifest your agreement to these Terms and Conditions by any act demonstrating your assent thereto, including clicking any button containing the words "I agree" or similar syntax. You may submit a paper copy of this transaction and print this form for your personal records. You have the right to withdraw your consent to use the E-Sign Act by emailing us. Your consent to use the E-Sign Act is limited to providing the information on this form. Access to this electronic record requires a simple browser program such as Internet Explorer™ or Netscape™ and a computer.

These Terms and Conditions are subject to change by the SITE without prior notice, at any time, in its discretion. Notification of any changes will be posted on this page. You agree to review this page periodically to be aware of such changes. If these changes are unacceptable to you, you must exit the SITE. Your continued use of the SITE following the effective date of any such changes constitutes your full acknowledgement and acceptance of these changes.

If you do not agree to be bound by these Terms and Conditions, you must exit the SITE immediately, you may not use or access the SITE, and you may not purchase any goods or services from the SITE. Please consult these Terms and Conditions regularly and read them carefully before using the SITE. You affirm that you have read this Agreement and understand, agree and consent to its Terms and Conditions.

You are solely responsible for obtaining access to the SITE and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including the fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the SITE.

A real estate transaction cannot proceed from start to finish without legal judgments and conclusions being made. Certain activities incident to a real estate transaction can, in isolation, be performed by a non-lawyer, but the transaction as a whole is a legal service which should be done by or under the supervision of an attorney with whom the parties have an attorney-client relationship. This means that an attorney should review all information and documents, as well as attend the closing at which the parties execute the documents required to close the transaction or be readily available to respond to any inquiries or issues that may arise. The SITE does not provide any of these legal services.

Search reports are for your direct individual use of the client only. Even searches you order at the request of third parties, such as your bank, attorney, or other entity, are still provided for your use only. You are solely responsible for ensuring that the search report is suitable for any use.

It is up to the buyer of the report to only use the information provided by Liberty Title And Escrow / AKA LTAE.COM /dba Swift Search for lawful purposes. Please review your local laws, as well as Federal legislation such as the Fair Credit Reporting Act, Gramm-Leach-Bliley Act, Patriot Act, and other privacy regulations. Since we do not know your intended usage from your order form, your use of our system is contingent upon your representation that you understand lawful usage in your area, and agree not to use the data for any unlawful or prohibited purposes. No information from this site, nor any other written, oral, or other communication from Liberty Title And Escrow, LLC / aka LTAE.COM /dba Swift Search or its officers, agents, representatives or employees is intended as legal advice.

**YOU AGREE AND WARRANT THAT YOU SHALL NOT USE ANY ELEMENT OR COMPONENT OF THE Liberty Title And Escrow, LLC / aka LTAE.COM /dba Swift Search SERVICES TO CREATE, REPLACE, SUPPLEMENT OR ENHANCE ANY TITLE, LEGAL, VESTING, OWNERSHIP OR ENCUMBRANCE REPORT, NOR AS AN ALTERNATIVE INSURANCE PRODUCT OR APPROACH.. THE SERVICES DO NOT REPRESENT LEGAL ADVICE, INSURANCE, OR REAL ESTATE TRANSACTION SERVICES. WHERE REGULATED BY LAW, THE SERVICE AND/OR DATA PROVIDED ARE NOT PROVIDED FOR ANY PROHIBITED USE.**

We value your business and would like to ensure your satisfaction. If you ever have questions about the service, please contact customer service or you can call Customer Service at 407-841-5800. Hours of operation are Mon-Fri: 9am - 6pm Eastern. Additionally, you can fax your request to (407) 841-5801.

Liberty Title And Escrow, LLC / aka LTAE.COM /dba Swift Search

## 1. Privacy Policy

Please review our Privacy Policy, which also governs your use and purchase from the SITE, to fully understand our practices relating to collection and use of private information. We collect information from you for the purpose of transacting your order only. We do not sell, lease, or give any of your information to third parties for marketing. Our credit card banking system uses this information for processing.

Sensitive information, such as credit card numbers, are transmitted to the bank using encryption, and are not stored on our system.

We will normally contact you by email and phone, shortly after your order is complete, to follow up and ensure your satisfaction. We do not call or email for solicitation, nor will we forward your information to outside companies for advertising.

## 2. Electronic Communications

### A. Legal Satisfaction

When you use the SITE or send e-mails to us, you are communicating with us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### B. Consent

By communicating with us, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this SITE.

### 3. Products, Services & Notices

SITE will provide basic real estate information such as legal description, ownership status, valuation, and parcel identification that the SITE collects from public records. We will locate as much additional background information on the property you are seeking as is reasonably available. All title searches are current owner searches, unless specified otherwise by the SITE. However, we are limited by the amount and accuracy of the information that is provided by third party and governmental sources. Since variations on timing of property record updates exist, it is possible that some data, such as very recent transactions may not be available. Your report will capture all data currently available to our sources, but it is possible that some items will not be non-reported. Reports do not always contain all details or exhaustive information. Moreover, we access records controlled by third parties, and report the results to you. The records contained in public files occasionally contain errors or omissions, and user specifically holds the SITE harmless from any and all claims, counts, debts, allegations or causes of action relating to any reliance on the information provided by third parties or the SITE. This release and hold harmless agreement shall be binding on all successors and assigns. Please note that some county and state records may not be available to the SITE due to the scope of information released by those jurisdictions. Also, down time by third party systems might result in delayed responses to the search inquiry. Changes in the law may affect the scope of the results provided, or even the accuracy of the records delivered. You are paying for our research services, not particular results. Reports are provided "as is" and refunds will not be provided for incomplete or inaccurate reports. The SITE specifically disclaims any and all warranties and guarantees relating to the information provided, and you hereby release the SITE from any claims relating to such warranties or guarantees. The SITE's product does not include a physical property inspection, an appraisal, property valuation, or an analysis of market conditions. The SITE specifically disclaims any effort to practice law or real estate in Georgia, or any other state, and emphasizes that SITE's services is not a substitute for a legal records abstract or services of an attorney, appraiser or real estate broker. The operators of the SITE are not licensed professionals. It is up to the buyer of the report to use the information provided by SITE only for lawful purposes. Please review your local, state and federal laws, including the Fair Credit and Reporting Act (15 U.S.C. §1681) as well as laws relating to consumer rights, before purchasing services from this SITE. Your use of our system is contingent upon your representation that you understand lawful usage in your area, and agree not to use the data for any unlawful purposes. Additionally, you must obtain all necessary licenses, permits, and/or authorizations required by local, state or federal law prior to purchasing or using the information provided by the SITE. The SITE disclaims all liability for the use of the SITE's product or services, as well as the legality of using the SITE's product in user's jurisdiction. For a complete, legally accurate property title status, you should contact a local attorney or title insurance company.

SITE performs data research services only, and does not offer an opinion of title or property. Our title search services retrieves data from publicly available property records, not including superior court or civil court records. Client should determine if superior court or civil court records affect property title. SITE does not accept liability for errors in municipal records or other indexes used to compile data. All liability for SITE is limited to price paid for search by customer.

Many municipalities' databases have disclaimers similar to this one, for records:

"This index is not the official record maintained by the Register of Deeds, and should be used only to locate or identify recorded documents. The index may not reflect every claim asserted against a particular piece of property, it merely provides key information taken from recorded documents. The office of the County Register of Deeds does not guarantee or assure the accuracy of the information contained in this index, nor does it assure or verify the truthfulness of any information contained in any recorded document.

Documents referenced in this index should be reviewed by an attorney, title examiner or other real estate professionals to determine the interests or claims of any party."

This type of limitation on search records should be understood by title search clients.

The title search results are sent after an examination of copies of the public records. But even the most thorough search cannot absolutely assure that no title hazards are present, despite the knowledge and experience of professional title examiners. In addition to matters shown by public records, other title problems may exist that cannot be disclosed in a search. Some commercial properties may be priced higher.

Other examples of areas of a real estate transaction which would be beyond the scope of a title search, and would require a legal opinion from a qualified real estate attorney include, but are not limited to the following questions:

- How should title be taken and why?
- Do any easements or covenants restrict the use of the property and in what manner?
- What local land use regulations affect the property?
- What happens if the seller fails to deliver as/when promised?
- What are the rights and responsibilities of the parties under the contract? Deed of Trust? Deed of Trust Note?
- Are the documents appropriate for the intended transfer?
- Is the correct property being considered?
- Are there issues beyond the scope of the title search that can affect the secure ownership of the property?
- Are there tax issues respective to the transaction?
- Is searching beyond current owner's records necessary?

### 4. Access to, and Interference with, SITE

#### A. Access

To access the SITE or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition precedent to your use of this SITE that all information you provide will be correct, current, and complete. If the SITE believes the information you provide is not correct, current, or complete, the SITE has the right to refuse you access to the SITE or any of its resources, and to terminate or suspend your access at any time.

#### B. Interference

Except where expressly permitted by law, you may not translate, reverse-engineer, decompile, disassemble or make derivative works from our SITE's product, services, content or information (hereinafter, "Materials"). User hereby agrees not to use any automatic device or manual process to monitor or reproduce the SITE or its materials, and will not use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the SITE or any communications on it.

## 5. Restrictions on Use of SITE

You may use the SITE only for purposes expressly permitted by these Terms and Conditions of the SITE. You may not use the SITE for any other purpose, including any commercial purpose, without the SITE's express prior written consent. Without the express prior written authorization of the SITE, you may not: (a) duplicate the SITE, its products or services, or any of the Materials contained therein (except as expressly provided in this Agreement); (b) create derivative works based on the SITE or any of the Materials contained therein; (c) use the SITE or any of the Materials contained therein for any public display, public performance, sale or rental; (d) re-distribute the products or services purchased on the SITE or any of the Materials contained therein; (e) remove any copyright or other proprietary notices from the SITE or any of the Materials contained therein; (f) frame or utilize any framing techniques in connection with the SITE or any of the Materials contained therein; (g) use any meta-tags or any other "hidden text" using the SITE's name or marks; (h) "deep-link" to any page of the SITE (including the homepage); (i) circumvent any encryption or other security tools used anywhere on the SITE; (j) use any data mining, robots or similar data gathering and extraction tools on the SITE; (k) decompile, reverse engineer, modify or disassemble any of the software aspect of the Materials except and only to the extent permitted by applicable law; (l) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or any of your rights to access and use the Materials as granted in above; or (m) bookmark any page of the SITE beyond the home page. You agree to cooperate with the SITE in causing any unauthorized use to cease immediately. You acknowledge that the Materials are copyrighted by the SITE or third parties. The goods and/or services purchased on the SITE shall be for the user's personal use and shall not be used for professional or entrepreneurial purposes. You shall not purchase the SITE's services to replace, supplement or create any legal title, ownership, insurance, or encumbrance report. You hereby agree that you have been notified that all communications submitted to the SITE can be accessed by agents, operators, and other users, regardless if they are the intended recipients of the messages.

## 6. Terms of Sale

### A. Binding Purchases

All orders are deemed offers by you to purchase our products. We may accept your offer by issuing a confirmation letter and/or forwarding the products specified in your order by fax, email or United States mail. Our acceptance of each such offer is expressly subject to and conditioned on your assent to these terms and conditions. No other terms or conditions will apply. All sales are final. The SITE may without liability cancel any accepted order before delivery of the product via fax, email or mail, if our credit department does not approve your credit or if there are other problems with your payment. All product reports shall only be used in the United States, unless user receives prior written approval by SITE.

### B. Prices

Prices for the SITE's goods and services are prominently displayed on the SITE prior to your purchase. All prices posted on this SITE are subject to change without notice. Prices prevailing at time of order apply. Posted prices do not include taxes or charges for shipping and handling. All applicable taxes and shipping charges will be added to your invoice. SITE reserves the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder.

### C. Payment

All payments must be received by us prior to emailing, faxing, and/or shipping your order. We accept payment by check, money order and the following credit cards: Visa or MasterCard. All payments must be in United States dollars.

### D. Billing Errors

If you believe that you have been erroneously billed, please notify us immediately of such error. If we do not hear from you within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within thirty (30) days of its publication.

### E. Shipping and Handling

We will arrange for sending of the products to you, if that is your desired method of receiving the product. Title, risk of loss and damage pass to you upon our transfer of the products to the carrier. You will pay all shipping and handling charges specified during the ordering process. Shipping schedules are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. Documents are normally sent by email link. The link will provide access to electronic documents. The documents will remain posted for 60 - 90 days, upon which time they may be removed. Please download at your earliest convenience.

## 7. Disclaimer

You understand that the SITE cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this SITE for the reconstruction of any lost data. SITE does not assume any responsibility or risk for your use of the Internet.

The Materials are not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by SITE. Investors, borrowers, and other persons should use the Materials in the same manner as any other educational medium and should not rely on the Materials to the exclusion of their own professional judgment. Information obtained by using this SITE is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOU EXPRESSLY AGREE THAT USE OF THE SITE OR ANY OF THE MATERIALS CONTAINED THEREIN IS AT YOUR OWN AND SOLE RISK. THE SITE AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SITE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE OR ANY MATERIALS CONTAINED THEREIN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SITE MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY OR COMPLETENESS OF THE SITE OR ANY OF THE PRODUCTS PURCHASED THEREIN. SITE MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES

PURCHASED OR OBTAINED THROUGH THE SITE OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE AND IS NOT RESPONSIBLE FOR ANY USE OF CONFIDENTIAL OR PRIVATE INFORMATION BY SELLERS OR THIRD PARTIES. SITE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE PROPER PERFORMANCE OF SITE'S SERVICES, SITE'S PRODUCT SHOULD NOT BE EXCLUSIVELY RELIED ON IN A REAL ESTATE CLOSING, AND SITE'S PRODUCT IS NOT AN APPRAISAL. THE SITE'S PRODUCT REPORT IS COLLECTED FROM PUBLIC RECORDS AND THE SITE DISCLAIMS ALL LIABILITY AS TO THE ACCURACY OF THOSE PUBLIC RECORDS. SITE MAY CHANGE ANY OF THE INFORMATION FOUND AT THIS SITE AT ANY TIME WITHOUT NOTICE, INCLUDING THE TERMS OF SERVICE. YOU, AND NOT SITE, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. SITE MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 8. Limitation of Liability

IN NO EVENT SHALL SITE (OR ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS) BE LIABLE TO YOU, OR ANY OTHER THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, GOODWILL, OR SIMILAR DAMAGES, WHICH MAY ARISE FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE SITE OR ANY OF THE MATERIALS CONTAINED THEREIN, EVEN IF SITE HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES. THIS IS FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF SITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SITE AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO SITE FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

#### 9. Indemnity

You agree to defend, indemnify, and hold harmless the SITE, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your, or you under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the SITE or any of the Materials contained therein, or your breach of any of these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this SITE. We reserve the right to participate in the defense of such claim at your expense, and to choose our own legal counsel, but are not obligated to do so.

#### 10. Links and Linking

Some websites that are linked to the SITE are owned and operated by third parties. Because the SITE has no control over such websites and resources, you acknowledge and agree that SITE is not responsible or liable for the availability of such external websites or resources, and does not screen or endorse them, and is not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites or resources. You further acknowledge and agree that SITE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If you decide to access any such third party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this SITE's Terms and Conditions or Privacy Policy, which are incorporated by reference. The SITE expressly disclaims any liability for any damages whatsoever incurred by any user in connection with the use of any website, the access to which was found through this SITE. The SITE expressly disclaims any liability derived from the use and/or viewing of any links that may appear on this SITE. All users do hereby agree to hold the SITE harmless from any and all damages and liability that may result from the use of links that may appear on the SITE. The SITE reserves the right to terminate any link or linking program at anytime.

#### 11. Trademark Information

Trademarks, service marks, and logos appearing in this SITE are the property of SITE or the party that provided the trademarks, service marks, and logos to SITE. The terms "Search Records" and "TitleSearch.com" "SearchRecords.com" are trademarks and services marks of the SITE. We aggressively defend our intellectual property rights. Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks. The SITE's marks, logos, domains, and trademarks may not be used publicly except with express written permission from SITE, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits SITE. SITE and any party that provided trademarks, service marks, and logos to SITE, retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this SITE.

#### 12. Copyright Information

The Materials accessible from the SITE, and any other World Wide Web Site owned, operated, licensed, or controlled by SITE, is the proprietary information and valuable intellectual property of SITE or the party that provided the Materials to SITE, and SITE or the party that provided the Materials to SITE retains all right, title, and interest in the Materials. Accordingly, the Materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without the prior written consent of SITE, except that you may print out a copy of the Materials solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials. Modification or use of the Content except as expressly provided in these Terms and Conditions violates the SITE's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the SITE. All Materials included on the SITE, such as text, graphics, photographs, video and audio clips, button icons, streaming data, images, downloadable materials, data compilations and software is the property of the SITE or its content suppliers and is protected by United States and international copyright laws. The compilation of all Materials on the SITE is the exclusive property of the SITE or its content suppliers and protected by United States and international copyright laws, as well as other laws and regulations.

#### 13. Copyright Notice

##### A. Notice Procedure

Any notice required to be given under this Agreement may be provided by email to a functioning email address of the party to be noticed, by a general posting on the SITE, or personal delivery by commercial carrier such as FedEx or Airborne. Notices by customers to SITE shall be given by electronic messages unless otherwise specified in the Agreement.

#### B. Change of Address

Either party may change the address to which notice is to be sent by written notice to the other party pursuant to this provision of the Agreement.

#### 14. Force Majeure

SITE shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, including Y2K errors or omissions, for so long as such event continues to delay the SITE's performance.

#### 15. General Provisions

##### A. Governing Law

These Terms and Conditions and all matters arising out of or otherwise relating to these Terms and Conditions shall be governed by the laws of the State of Florida, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and Conditions. The parties hereby submit to the personal jurisdiction of the state and federal courts of the State of Florida. Exclusive venue for any litigation or arbitration permitted under this Agreement shall be with the state and federal courts located in Orange County, Florida.

##### B. Rights to Injunctive Relief

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

##### C. Binding Arbitration

If there is a dispute between the parties arising out of or otherwise relating to these Terms and Conditions, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party may submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims under applicable worker's compensation law, actions for injunctions, attachment, garnishment and other equitable relief, or unemployment insurance claims. The arbitration shall be conducted in Dawson County, Georgia, and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce. The party bringing the action shall be responsible for paying all costs for arbitration, including the arbitrator's fees. Each party shall bear its own attorneys' fees (except if the matter is for the collection of a debt owed in which case the prevailing party shall be awarded its attorneys fees, all arbitration costs and the arbitrator fees (if applicable), in addition to all other applicable remedies). The arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of these Terms and Conditions; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. This Section shall not apply to any breach (or any allegation which if true would constitute a breach) of any matter relating to intellectual property. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

##### D. Assignment

The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither these Terms and Conditions nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by you.

##### E. Severability

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of these Terms and Conditions will continue in full force and effect.

##### F. Attorney's Fees

In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to attorney's fees, including attorney's fees incurred on appeal.

##### G. No Waiver

No waiver of SITE shall be deemed a waiver of any subsequent default of the same provision of these Terms and Conditions. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from these Terms and Conditions.

H. Headings

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of these Terms and Conditions.

I. Complete Agreement

These Terms and Conditions constitute the entire agreement between the parties with respect to your access and use of the SITE and the SITE's services, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of these Terms and Conditions will be binding unless in writing and signed by a duly authorized representative of both parties.

J. Modifications

SITE reserves the right to change any of the provisions posted herein and you agree to review these Terms and Conditions each time you visit the SITE. Your continued use of the SITE following the SITE's posting of any changes to these Terms and Conditions constitutes your acceptance of such changes. The SITE does not and will not assume any obligation to provide you with notice of any change to these Terms and Conditions. Unless accepted by SITE in writing, these Terms and Conditions may not be amended by you.

16. Contact Information

We value your business and would like to ensure your satisfaction. If you have any questions about the SITE's products and services, please contact Customer Service at 407-841-5800. Hours of operation are Monday through Friday from 9:00am – 6:00pm EST. Additionally, you can fax your request to (407) 841-5801

I have read and understand the above mentioned terms and conditions. I hereby agree to all the terms and conditions as set forth above in all six pages

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Signature