

# TERMS OF USE

---



Last Modified: June 1, 2018

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

By using this site, you signify your agreement to these Terms of Use (Terms). If you do not agree to these terms and conditions of use, please do not use the website. We reserve the right to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of this site following the posting of changes to these terms (including our Privacy Policy) will mean you agree to any changes.

To the extent any of these Terms would not be enforceable under the local laws of the country from which the Site is being viewed, that term shall be severable from this agreement and the remainder of this agreement shall remain in force and effect. The failure of Land IQ to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Viewing this Web Site from countries, if any, in which its Content is illegal is strictly prohibited and would be a violation of these Terms. If you choose to access this Site from such locations, do so at your own initiative and risk. You are responsible for compliance with applicable local laws.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

## Definitions

Following are some definitions that explain some of the terminology used in these Terms.

- “Land IQ” refers to Land IQ, LLC.
- “Site” means the home page and all associated pages accessible through the home page directly or through additional links but does not include third-party web sites not maintained or sponsored by Land IQ.
- The words “You” and “Your” refer to corporations or other business entities, and their agents, and to individuals using this Site for business or personal reasons, respectively and as applicable.
- “We,” “Our” and other first-person pronouns refer to Land IQ.

## Trademarks

The trademarks, trade names, trade dress service marks and logos (the “Trademarks”) used and displayed on this Site are registered and unregistered Trademarks of Land IQ and others. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site, without the written permission of the Trademark owner, whether Land IQ or any third party. Except as expressly indicated on the Site, the name of Land IQ, any of its brands or any Land IQ logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without prior written permission from Land IQ.

## Your Use of Copyrighted Material on this Site

The text, Trademarks, logos, images, graphics, photos, video files, application functionality, source code, databases, software or any other digital media, and their arrangement on this Site (“Content”) are all subject to patent, copyright, trademark and other intellectual property protection. The copyright in the arrangement of and or components of all material provided on this Site by Land IQ, including, without

limitation, all Site Content is held by Land IQ or by the original creator of the material. Land IQ grants you a limited, non-exclusive and non-transferable license to use and display the materials on this Site only for the bona fide non-commercial purposes as stated in the End User Agreement. The license includes the right to print such Content or materials but only for the stated non-commercial uses. Unless otherwise stated, you have no right to copy, display, reproduce, download, distribute, modify, edit, create derivative works, reverse engineer, decompile any code, script, or software forming the Site, alter or enhance the materials in any manner, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Land IQ or the copyright owner. This license terminates automatically and without notice if you violate any of these Terms. Upon termination, you must destroy any downloaded or printed materials obtained from this Site. Land IQ reserves all other rights not expressly granted by this License.

### **Confidential or Proprietary Information**

Land IQ has policies and procedures in place that are designed to prevent the disclosure on this website of information that Land IQ considers to be confidential or proprietary trade secret information. However, if at any time you obtain confidential or proprietary trade secret information from this Site that may have been inadvertently disclosed by Land IQ, you agree to act in good faith to recognize and respect the confidentiality of such information and you agree not to keep, make use of, or disclose any confidential or trade secret information you may obtain from this Site to anyone else and, after providing notice to Land IQ, you agree to destroy any copies of the information, in any form, in your possession.

### **Fees and Payment**

We accept the following forms of payment: 1) Check or 2) Wire Transfer.

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete and accurate purchase and account information made via the Site. We may change prices at any time. All payments shall be in U.S. dollars. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

We require the execution of an End User License Agreement with all purchases of services. With receipt of payment and signed End User License Agreement, a User Name and Password will be provided.

### **Cancellation**

All purchases are non-refundable. You may cancel your account at any time by contacting Land IQ. Your cancellation will take effect at the end of the current paid term. If you are unsatisfied with our services, please email us at [cgudel@landiq.com](mailto:cgudel@landiq.com) or call us at (916) 265-6344.

### **User Names and Passwords**

If this Site permits you to adopt a User Name and a Password or to use an assigned User Name and Password in order to access features of this Site, then:

- You agree to use the Site solely for legitimate purposes.
- When registering for a User Name, you agree that you will use only accurate and truthful information about yourself and you will not imitate any other person or assume a false identity.
- You agree to immediately notify us of any unauthorized use of your Password, User Name or the Site, or any other breach of security. (Send your notice to us via the Contact Us section of this Site.)

- You agree not to share your User Name or Password with any other person outside the terms of the End User Agreement.
- You agree to assume and bear full responsibility for all risks arising out of the use of the Site by you and any other person using your User Name or Password.

Land IQ reserves the right at any time in our sole discretion to modify or discontinue the Site, modify or discontinue any information or other Content contained on the Site, or terminate your Password and User Name and your use of the Site, for any reason or no reason. You are responsible for all direct or indirect damages and liable for all activity conducted on this Site that can be linked or traced back to your User Name or Password.

### **Acceptable Uses of the Site**

You are specifically prohibited from using our Sites or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Sites, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish (email fraud), pharm (web traffic redirection fraud), pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of our Site, other websites, or the Internet. We reserve the right to terminate your use of our Site for violating any of the prohibited uses.

### **Linking To and From This Site**

Anyone linking to the Site must comply with all applicable laws. A site that links to Land IQ's Site:

- (a) may link to, but not replicate, Content on this Site;
- (b) may not create a browser or border environment around Content on this Site;
- (c) may not imply that Land IQ is endorsing it or its products;
- (d) may not misrepresent its relationship with Land IQ;
- (e) may not present false information about Land IQ's products or services;
- (f) may not use Land IQ's Trademarks without express written permission; and
- (g) may not contain Content that could be construed as distasteful, offensive or controversial, and must contain only Content that is appropriate for all age groups.

Land IQ does not control and is not responsible for the Content of any third-party (non-Land IQ) sites linked to this Site and is not responsible for any changes or updates to such third-party sites. Land IQ is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Land IQ of the Site.

### **Disclaimer of Warranties**

THE CONTENT PROVIDED ON THIS SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS". LAND IQ MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS USE, AVAILABILITY, CONTENT, ACCURACY, APPROPRIATENESS OR PERFORMANCE OF THIS SITE. AS A USER, YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR YOUR USE OR NON-USE OF THE SITE, AND LAND IQ MAKES NO REPRESENTATION THAT THE CONTENT APPEARING ON OR DOWNLOADED FROM THIS SITE IS COMPATIBLE WITH YOUR COMPUTER OR FREE FROM ERROR OR VIRUSES. NO LAND IQ EMPLOYEE,

AGENT OR REPRESENTATIVE IS AUTHORIZED TO MODIFY OR AMEND THIS WARRANTY. TO THE EXTENT ALLOWABLE BY EXISTING LAW: LAND IQ DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND ITS CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

LAND IQ RESERVES THE RIGHT TO ALTER OR REMOVE SITE CONTENT, OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND LAND IQ WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF THAT ACTION.

#### **USE OF "COOKIES" AND TRACKING TECHNOLOGY.**

LAND IQ AND ITS SERVICE PROVIDERS MAY USE INDUSTRY PRACTICES AND METHODS, INCLUDING COOKIES AND OTHER TRACKING TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, CLEAR GIFS, WEB BEACONS, IP ADDRESSES, AND LOG FILES, ETC. ("WEB TRACKING TECHNOLOGY"), TO ENABLE LAND IQ TO REVIEW VISITORS AND PAGES THAT A USER VISITS DURING EACH SITE SESSION. LAND IQ MAY LINK INFORMATION GATHERED USING WEB TRACKING TECHNOLOGY TO PERSONAL INFORMATION. BY USING THE SITE, YOU CONSENT TO THE USE OF SUCH WEB TRACKING TECHNOLOGY AND CONSENT TO ALL LEGAL USES OF PERSONAL AND NON-PERSONAL INFORMATION GATHERED THROUGH TRACKING TECHNOLOGY USED ON THE SITE OR BY LAND IQ THIRD-PARTY SERVICE PROVIDERS BY CONTINUING USE OF THE SITE.

#### **Limitation of Land IQ's Liability**

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE: (1) THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT THAT YOU USE IN CONNECTION WITH YOUR USE OF THIS SITE; AND (3) THAT LAND IQ WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OR INABILITY TO USE THIS SITE, INCLUDING, WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGE TO DATA OR PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF LAND IQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOUR USE OF THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF.

SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **Your Indemnification Obligation**

YOU WILL INDEMNIFY AND HOLD LAND IQ, LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OF LAND IQ, LLC PRODUCTS OR SERVICES.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THE SITE OR APPLICATIONS

### **Advertisements that May Appear on the Site**

If any advertisement for a product or service provided by anyone other than Land IQ appears on this Site, Land IQ does not endorse, warrant or guarantee any such product or service and will not be a party to or in any way monitor any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### **Procedure for Making Claims of Copyright Infringement**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to this Site's designated agent. ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. Land IQ respects the intellectual property of others, and we ask our visitors to do the same. Land IQ will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Land IQ will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe your work has been copied in a way that constitutes copyright infringement, please provide Land IQ the following information. Please be advised that to be effective, notification must include ALL of the following:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. A description of the copyrighted work that you claim has been infringed;
3. A description and, if possible, the IP address of where the material that you claim is infringing is on the Site;
4. Your address, telephone number and e-mail address and all other information reasonably sufficient to permit Land IQ to contact you;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

#### **By Mail:**

Land IQ, LLC  
2020 L Street, Ste 110  
Sacramento, CA 95811

**By E-Mail:**

[cgudel@landiq.com](mailto:cgudel@landiq.com)

**Release**

ALL USERS OF OUR SITES ACKNOWLEDGE AND AGREE THAT LAND IQ AS AN INDEMNIFIED PARTY IS RELEASED, DISCHARGED, AND HELD HARMLESS FROM ANY AND ALL LIABILITY FROM THIRD-PARTY CLAIMS MADE IN CONNECTION WITH THE SITES, INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND PERSONAL INJURY, MONEY DAMAGES, OUT-OF-POCKET AND COURT COSTS, ATTORNEY'S FEES, DAMAGE TO TANGIBLE PROPERTY OR REPUTATION, INCLUDING, WITHOUT LIMITATION, LIBEL, DEFAMATION, RIGHT OF PUBLICITY AND INVASION OF PRIVACY. LAND IQ RESERVES ITS RIGHT TO ALL FORMS OF EQUITABLE AND LEGAL RELIEF RELATED TO FRAUD OR ILLEGAL ACTIVITY CONNECTED TO THE USE OF OUR WEB SITES.

**Termination**

Land IQ may amend or terminate these Terms at any time and may do so immediately without notice and, accordingly refuse or terminate your access to the Sites, if, in Land IQ's sole discretion, you fail to comply with any term or condition of the Terms.

**Choice of Law and Forum**

These Terms will be governed and construed in accordance with the laws of the State of California USA, without regard to its conflicts of law rules. For all disputes arising out of or relating to our Sites or Terms, you submit to exclusive personal jurisdiction and venue of the state and federal courts located in Sacramento County, CA.

**Notice and Consent to Electronic Communications**

You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our Sites. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

**No other Agreements**

By agreeing to these Terms, you represent that you are at least the age of majority in your state of residence or geopolitical jurisdiction. The provisions and conditions of these Terms constitute the entire agreement between you and Land IQ related to the use of the Site and supersedes any prior agreements or understandings not incorporated in these Terms. These Terms are effective as of the Effective Date. Continued use of the Site by you after the Effective Date constitutes your acceptance of these Terms.

**Effective Date**

These Terms were last revised on June 1, 2018 and govern your access of this Site from this date forward until a later revision is posted.