

# BidAZForeclosures.com User Agreement

The following User Agreement (hereinafter "Agreement") is made between You and EZ Homes, Inc., an Arizona corporation (hereinafter "EZ Homes"), and governs Your use of the website, materials, information, and services listed and described on [www.BidAZForeclosures.com](http://www.BidAZForeclosures.com).

## 1.0 DEFINITIONS:

1.1 "Website" means the collection of web pages that can be accessed via this website as well as any successor web pages or other technology as may be designated by EZ Homes.

1.2 "Materials, information, or services" means the computer programs and documentation listed and described on [www.BidAZForeclosures.com](http://www.BidAZForeclosures.com).

1.3 "Use" means (a) executing or loading the Website, materials, information, or services into a computers temporary internet cache, RAM, or other primary temporary memory; or (b) loading the Website, materials, information, or services on any computer's browser; or (c) by any other means, intentionally copying to disk, CD-ROM or other secondary storage device, in part or in whole, the Website, materials, information, or services.

1.3 "You, Your, Yours, User" means the person, corporation, partnership, company, or other entity using the Website, materials, information, or services as described in 1.2 above.

## 2.0 GENERAL:

2.1 By using BidAZForeclosures.com you are agreeing to abide by the terms and conditions (hereinafter "Terms") set out herein.

2.2 If you object to any Terms stated then you should not use any of the materials, information, or services contained within the Website and you should leave the Website immediately and not visit BidAZForeclosures.com in the future.

2.3 You must read, agree with, and accept all of the Terms contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before you may become a user of BidAZForeclosures.com.

2.4 These Terms apply to all visits to the Website.

## 3.0 USE OF BIDAZFORECLOSURES.COM:

3.1 You must be eighteen (18) years of age or over to use this Website.

3.2 By using BidAZForeclosures.com, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement.

3.3 EZ Homes authorizes you to view and download the materials at this Website only for your personal, non-commercial use, subject to the requirement that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials.

3.4 You may not modify the materials on this Website in any way or reproduce or publicly display, perform, distribute, or otherwise use them for any public or commercial purpose. You also agree not to distribute the information contained in the Website to any person or organization, by any means except for your internal business purposes and then only to those persons who have a need to know for the purposes permitted in this Use Agreement.

3.5 Any use of these materials on any other website or networked computer environment for any purpose is prohibited.

3.6 The materials at this Website are copyrighted and any unauthorized use of any materials at this Website may violate copyright, trademark, and other laws.

3.7 If you breach any of these Terms, your authorization to use the Website automatically terminates and you must immediately destroy any downloaded or printed material.

3.8 If EZ Homes terminates your use of this Website, you will not be entitled to any refund of unused fees.

3.9 This Agreement shall survive termination.

#### 4.0 DISCLAIMERS:

4.1 While EZ Homes believes that the information when first provided on this Website was accurate, we do not make any representation, express or implied, as to the accuracy, timeliness, or completeness of such information.

4.2 Your use of the materials, information, and services are at your own risk.

4.3 THE MATERIALS, INFORMATION, AND SERVICES (INCLUDING ALL SOFTWARE) AT THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4 UNLESS OTHERWISE EXPRESSLY STATED, NOTHING ON THIS WEBSITE SHALL CREATE A WARRANTY.

4.5 EZ Homes' obligations with respect to its Website, materials, information, and services are governed solely by this Agreement and nothing else on this Website should be construed to alter this Agreement.

4.6 EZ Homes may make changes to the materials, information, and services at this Website at any time, without notice.

4.7 The materials, information, and services found at this Website may be out of date, and EZ Homes makes no commitment to update the materials, information, or services at this Website.

#### 5.0 LIMITATION OF LIABILITY:

5.1 IN NO EVENT WILL EZ HOMES, ITS AFFILIATES, OR OTHER THIRD PARTIES MENTIONED AT THIS WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF THE USE OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED AT ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER EZ HOMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, EZ HOMES' LIABILITY AND THE LIABILITY OF ITS AFFILIATES IS LIMITED TO THE MINIMUM EXTENT PERMITTED BY SUCH STATE LAW.

5.3 IF YOUR USE OF THE MATERIALS, INFORMATION, OR SERVICES FROM THIS WEBSITE RESULTS IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF.

5.4 THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO EZHOMES FOR ALL DAMAGES, LOSSES, CAUSES, OR ACTIONS IN CONNECTION WITH THIS WEBSITE OR THE CONTENT OF THIS WEBSITE SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE WEBSITE.

5.5 EZ HOMES MAKES NO WARRANTY AS TO THE CONDITION, OR THE LIEN POSITION, OF ANY PROPERTY LISTED ON THIS WEBSITE.

EZHOMES RECOMMENDS THAT YOU EXAMINE THE PROPERTIES LISTED AND PERFORM YOUR OWN DUE DILLIGENCE PRIOR TO BIDDING.

5.6 THE INFORMATION CONTAINED ON THIS WEBSITE HAS BEEN SECURED FROM SOURCES WE BELIEVE TO BE RELIABLE, BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION. ALL REFERENCES TO SQUARE FOOTAGE, IMPROVEMENTS, CONDITION, LIENS, ARE APPROXIMATE AND ARE NOT GUARANTEED.

6.0 LINKS TO THIRD-PARTY WEBSITES: Links on this Website to third-party websites are provided solely as a convenience to you. If you use these links, you will leave BidAZForeclosures.com. EZ Homes has not reviewed all of these third-party websites and does not control, and is not responsible for, any of these websites or their content. EZ Homes does not endorse or make any representations about other websites, or any information, software, products, or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to BidAZForclosures.com, you do so at your own risk.

7.0 INDEMNIFICATION: By using this Website, you agree to indemnify, defend, and hold EZ Homes, its officers, directors, employees, agents, representatives, and third-party partners harmless from all claims, damages, losses, costs, or other expenses (including reasonable attorneys' fees and costs) arising out of, or resulting from, your violation of these Terms or your activities in connection with this Website, including allegations that materials that you provide to us via this Website infringe rights of third-parties.

8.0 PASSWORD: You may only access some content of this Website with a password. By registering for this password, you represent that the information provided by you is true and accurate, that you agree to be bound by these Terms and any additional terms on this Website. You agree not to disclose your password. You agree that you are solely responsible for all activities under your user name, password, and account and that EZ Homes may hold you liable for any claims against it or losses incurred by EZ Homes arising from a misuse of your user name, password, or account.

9.0 EQUAL HOUSING OPPORTUNITIES: The Federal Fair Housing Act makes it illegal to advertise "any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference limitation, or discrimination." State law may also forbid discrimination based on these factors and others. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. To file a complaint of discrimination, call the U.S. Department of Housing and Urban Development at (800) 669-9777.

10.0 PRIVACY: Unless we tell you otherwise, or unless required by law, we do not sell or rent your personally identifiable information to any third parties. We may disclose

your personal information when responding to subpoenas, court orders, government inquiries, or legal processes, when establishing or exercising our legal rights or defending against legal claims, when performing contracts with you or in other circumstances permitted or required under applicable law. Our disclosure of your personally identifiable information is governed by our [Online Privacy Policy](#).

#### 11.0 MISCELANEOUS PROVISIONS:

11.1 Additional terms of use may apply to some content on this website. If those additional terms of use conflict with these Terms, the additional terms of use shall prevail with respect to that content.

11.2 By using this Website, you agree to comply with all applicable laws and regulations.

11.3 These Terms, the use of, or inability to use, this Website and its content and any disputes relating to these Terms or this Website are governed by the laws of the State of Arizona without regard to its conflict of law provisions and are subject to the exclusive jurisdiction of the Maricopa County Superior Court of Arizona. The foregoing notwithstanding, EZ Homes may obtain injunctive relief (including, but not limited to, preliminary injunctive relief) from any court of competent jurisdiction. You also waive, to the fullest extent allowed by law, the defense of an inconvenient forum to the maintenance of any action or proceeding in any other jurisdiction.

11.4 In the event you breach this Agreement, you agree to pay all costs and reasonable attorneys' fees incurred in enforcing this Agreement, regardless of whether litigation has actually been filed.

11.5 EZ Homes' failure to enforce a provision of these Terms does not constitute a waiver of such provision.

11.6 If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms shall not be affected.

11.7 One or more of the employees, agents, or principals of EZ Homes are licensed agents/brokers in the State of Arizona.

11.8 This Agreement is subject to change at any time. We encourage you to review the Agreement regularly for any changes.

Revised October 2007