

TERMS AND CONDITIONS

1. Description of CHS Services. CourthouseSquare.com (“CHS”), a Texas corporation, having a principal place of business in Houston, Texas. Courthouse Square is designed to present advertisements (collectively, “**Advertisements**”, and each individually, an “**Advertisement**”) and listings (collectively, “**Listings**” and each individually, a “**Listing**”) placed by local service providers (collectively, “**Advertisers**”, and each individually, an “**Advertiser**”). Courthouse Square makes it possible for Users (as defined below) to initiate a search for providers of particular categories of goods or services in particular geographic areas, and then be presented with relevant Advertisements and Listings. Depending on the particular advertising package chosen by an Advertiser, such Advertisements or Listings may or may not include (without limitation): (i) links to an Advertiser’s website; (ii) an Advertiser’s contact name, mailing address, physical address, telephone number, e-mail address(es), facsimile number, and/or location map; (iii) an Advertiser’s description of its goods or services; (iv) preferential placement of such Advertisements or Listings; and/or (v) an [“**ORDER NOW**”] button or other method by which users (collectively, “**Users**”, and each individually, a “**User**”) of the CHS Websites can immediately link to an Advertiser’s order form or e-mail address for purposes of ordering goods or services from such Advertiser, without having to navigate to such Advertiser’s website. The Advertisements and Listings are primarily presented on Courthouse Square. The operation and maintenance of the CHS Websites, the presentation of the Advertisements and Listings on the CHS Websites, and any related search capabilities, website links, and other services or functionality provided by CHS from time to time with respect there to, are collectively referred to herein as the “**CHS Services**”. The CHS Services are provided by CHS subject to the terms and conditions of this Agreement (“**Terms and Conditions**” or “**Agreement**”).

2. Electronic Signatures. BY CLICKING ON THE [“**I AGREE**”] BUTTON WHEN SUBMITTING LISTINGS OR OTHER ADVERTISING FOR PLACEMENT ON THE CHS WEBSITES, OR BY CLICKING ON AN [“**ORDER NOW**”] BUTTON OR OTHERWISE LINKING TO AN ADVERTISER WHEN USING THE CHS WEBSITES, the applicable User or Advertiser, or the applicable officer, manager, director, employee, agent or other representative (each, a “**Representative**”) of such User or Advertiser, is acknowledging, agreeing, representing and warranting that (i) such User or Advertiser is entering into and will be bound by this Agreement, including the payment of the applicable amounts for the applicable CHS Services described in any Advertiser’s order, (ii) if a natural person, such Advertiser or User is 18 years of age or otherwise of legal age to form a contract, (iii) if not a natural person, any such Representative is authorized to do so on behalf of such User or Advertiser, (iv) doing so constitutes an electronic signature of such User or Advertiser, and (v) no other signatures are required in order for such User or Advertiser to be fully bound by this Agreement.

3. Use of CHS Services; Modification of Terms; Termination.

(a) These Terms and Conditions are a condition of purchasing, using or enjoying the CHS Services or the CHS Websites. Each User and Advertiser acknowledges and agrees that (i) they have read and understood these Terms and Conditions, (ii) they agree to be bound by these Terms and Conditions without limitation or qualification, (iii)

their use and enjoyment of the CHS Services or CHS Websites are exclusively governed by these Terms and Conditions, and (iv) these Terms and Conditions cannot be modified by such User or Advertiser without a written consent from CHS which expressly notes the provision of these Terms and Conditions which is being modified. CHS reserves the right, at its sole and absolute discretion, to modify, amend, add to, or remove portions of these Terms and Conditions at any time, without notification to any Users, Advertisers or other persons. Users and Advertisers should check Courthouse Square regularly for changes and updates. Each time anyone accesses the CHS Websites, they will be governed by the Terms and Conditions then present on Courthouse Square Websites. **THE SOLE RECOURSE OF ANYONE OBJECTING TO THESE TERMS AND CONDITIONS, AS MODIFIED FROM TIME TO TIME, SHALL BE TO CEASE USING THE CHS WEBSITES AND CHS SERVICES. CONTINUED USE OF THE CHS WEBSITES OR CHS SERVICES FOLLOWING ANY SUCH MODIFICATIONS SHALL INDICATE THE APPLICABLE PARTY'S ACKNOWLEDGEMENT OF SUCH MODIFICATIONS AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AS MODIFIED FROM TIME TO TIME, WITHOUT ANY LIMITATIONS OR QUALIFICATIONS.**

(b) CHS reserves the right to suspend or terminate any Listing or Advertisement at any time without cause and "for convenience", with or without notice, subject to a refund of any unearned advertising fees prepaid by the applicable Advertiser. Each Advertiser and User agrees CHS may, with or without notice, terminate or suspend CHS Services to such Advertiser or User, remove and discard any content posted by or for Advertiser on the CHS Websites, and/or suspend or terminate Advertiser's or User's user access, customer account and password, if CHS, in its sole and absolute discretion, believes Advertiser or User has violated or acted inconsistently with this Agreement.

EACH USER AND ADVERTISER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT CHS SHALL NOT BE LIABLE TO THEM OR ANY THIRD PARTY FOR ANY SUCH TERMINATION OF THEIR PASSWORD, ACCOUNT OR ACCESS TO OR USE OF THE CHS SERVICES.

(c) Each Advertiser or User who opens an account at Courthouse Square or other CHS Websites (i) accepts responsibility for all activities that occur under such account or password, (ii) agrees not to sell, transfer or assign such account or any account rights, (iii) is responsible for maintaining the confidentiality of the applicable user name and password and for restricting access to such account, (iv) agrees to pay all fees and any other charges incurred in connection with such user name and password (including any applicable taxes) at the rates in effect when the charges were incurred, and (v) agrees that CHS may terminate such account if it remains inactive for a period of one (1) year or more. Anyone who believes someone has accessed the CHS Websites using their user name and password without their authorization should e-mail CHS immediately at the e-mail address then listed on Courthouse Square or other applicable CHS Websites for billing or accounting issues. **CHS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANYONE'S FAILURE TO ADEQUATELY SAFEGUARD THEIR USER NAME AND/OR PASSWORD, OR TO OTHERWISE COMPLY WITH THIS SUBSECTION.**

4. Submission of Listings or Advertisements. Advertisers will submit their Advertisements or Listings to CHS through Courthouse Square, in the form and manner provided or required therein from time to time. CHS reserves the right to edit said Advertisements and Listings at any time for any reason. CHS may, in its sole and absolute discretion, reject, edit or reformat all or any part of any Listings or Advertisements for any reason, including the content thereof and any links which are either not functional or which CHS for any reason considers unsuitable or excessive. CHS reserves the right to cancel and delete any Advertisements or Listings for any reason without notice at the completion of the term for which the Advertiser has paid. If CHS rejects or modifies any Listing or Advertisement and the applicable Advertiser is unable or unwilling to comply with or agree to CHS's requirements or changes, then such Advertiser may terminate this Agreement as to such Listing or Advertisement, and such Advertiser's sole remedy shall be to obtain a refund of any applicable prepaid advertising fees for the remaining portion of the term for which such Advertiser has paid. CHS is a mere distributor and is relying on the Advertisers to prescreen or editorially control the content of Advertisers' Listings, Advertisements and any linked or advertised websites of Advertisers. The Advertisers agree not to include in the Listings, Advertisements or such websites any material which violates or infringes the rights of any person or which a reasonable person would consider abusive, profane or offensive, which is defamatory or harassing, or which violates or encourages others to violate any applicable law. To protect itself, CHS may without liability actively cooperate with and furnish identifying and supporting information to any person likely to be harmed by an Advertiser's violation of these provisions and to any law enforcement agency serving a warrant or subpoena on CHS. CHS reserves the right to remove from any Listings or Advertisements any information or links brought to CHS's attention which CHS deems detrimental to CHS, the CHS Websites or any other person.

5. No Representations by CHS to Users. Advertisers are solely responsible for the content of their Advertisements and Listings. CHS makes no representations or warranties to Users or other persons as to (i) the accuracy of the information contained in any Advertiser's Advertisements or Listings or (ii) the quality of the goods or services advertised therein. Any dealings, transactions, contacts or communications between or among Users, Advertisers or other third parties are solely between those parties. For example, certain areas of Courthouse Square may allow Users to conduct transactions or purchase goods or services from Advertisers or other third parties. **USERS AND ADVERTISERS UNDERSTAND, ACKNOWLEDGE AND AGREE THAT CHS WILL NOT UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY (I) FOR MATTERS RELATED TO ANY GOODS, SERVICES, RESOURCES OR CONTENT AVAILABLE THROUGH LISTINGS AND/OR ADVERTISEMENTS, (II) FOR SUCH ADVERTISER OR OTHER THIRD PARTY DEALINGS OR COMMUNICATIONS, (III) FOR ANY INFORMATION THAT SUCH PARTIES PROVIDE TO EACH OTHER, OR (IV) FOR ANY HARM RELATED THERETO.** Users should carefully review any Advertiser's or other party's policies and practices before engaging in any transactions with them.

Complaints, concerns or questions relating to goods or services provided by Advertisers or other third parties should be forwarded directly to the applicable Advertiser or third party. **ALL**

SUCH CUSTOMER SERVICE AND BILLING ISSUES OR CUSTOMER COMPLAINTS MUST BE HANDLED BY, THROUGH AND WITH THE APPLICABLE ADVERTISER OR THIRD PARTY, NOT CHS.

6. Changes; Payments.

(a) Changes to Website, CHS Services and Pricing. CHS reserves the right, from time to time and without notice to any other parties, to (i) modify, temporarily suspend, or permanently discontinue the CHS Services (or any part thereof), (ii) modify, temporarily suspend or permanently discontinue operation of all or any portion of the CHS Websites, (iii) offer or modify various levels, plans, sizes and/or types of Advertisements, Listings and CHS Services, and related features and pricing. CHS may add or withdraw products or CHS Services from time to time. The price to the Advertiser may vary by plan type, service provider type, and/or geographic location. Pricing is subject to change at any time. Modification of the CHS Services can include, but is not limited to, any change to the CHS Websites or content contained therein, changes to the administrative tools or functionality of the CHS Websites, modification of the “look and feel” of the CHS Websites, changes to the format of Listings, Advertisements or any other part of the CHS Websites, and/or the inclusion or exclusion of links in association with Listings, Advertisements or other content available on the CHS Websites. Temporary discontinuance of the CHS Services or any or all of the CHS Websites could be for a variety of reasons, including without limitation technical issues that require or result in short-term Service outages. CHS shall not be liable to any party or third party for exercising its right to modify, temporarily suspend or discontinue, or permanently cease providing the CHS Services or operating the CHS Websites.

THE SOLE AND EXCLUSIVE RECOURSE OF ANY PARTY OBJECTING TO ANY MODIFICATIONS TO THE CHS WEBSITES OR CHS SERVICES SHALL BE TO CEASE USING THE CHS WEBSITES AND/OR CHS SERVICES, AS APPLICABLE. CONTINUED USE OF THE CHS WEBSITES AND/OR CHS SERVICES FOLLOWING ANY SUCH MODIFICATIONS SHALL INDICATE THE APPLICABLE PARTY’S ACKNOWLEDGEMENT OF SUCH MODIFICATIONS AND THEIR SATISFACTION WITH THE CHS WEBSITES AND CHS SERVICES AS SO MODIFIED.

(b) Payments. The fees and charges payable hereunder by Advertisers compensate CHS for setting up, placing and operating the Listings or Advertisements on the CHS Websites during the applicable term. Payments for Advertisements, Listings or other CHS Services shall be made in advance by automatic credit card debit or, if and to the extent permitted by CHS from time to time, by automatic clearing house debit to Advertiser’s bank account. Payments of applicable fees for the initial term are made and processed with the initial order. The then stated price for the applicable term and CHS Services will remain in effect during the stated initial term or renewal term of the applicable CHS Services. The

terms of the plans may vary from 30 days to 1 year. 1-year plans are charged on a one-time basis to the Advertisers' credit card and Advertisers must re-order any additional CHS Services for periods after the expiration of such 1-year term. 30-day plans are automatically re-billed every 30 days to the Advertiser's credit card or bank account after the initial term expires, until the Advertiser cancels the applicable Advertisement or Listing. Any Advertiser wishing to cancel an Advertisement or Listing can do so by (i) any online cancellation method then provided on Courthouse Square through their account, (ii) sending a cancellation request via e-mail to the e-mail address then listed on Courthouse Square for billing or accounting issues, or (iii) calling CHS's customer contact center at the telephone number then listed on Courthouse Square for billing or accounting issues. In order to avoid any applicable charges for renewal periods, Advertisers must (i) cancel the applicable Advertisements or Listings at least 2 business days prior to the beginning of the applicable renewal period, (ii) must receive a confirmation from CHS, either via e-mail or over the telephone, that the applicable Listing or Advertisement has been canceled. IT IS THE ADVERTISER'S RESPONSIBILITY TO ENSURE THAT THEIR LISTING OR ADVERTISEMENT HAS BEEN CANCELED, IN ORDER TO AVOID FURTHER RE-BILLING.

(c) Late Payments; Taxes. CHS Services may be suspended or terminated with or without notice if Advertiser fails to pay any amount when due. Any failed, rejected or denied payment (or attempted payment) shall be subject to costs of collection, including reasonable legal fees. Advertiser shall upon demand pay, indemnify and hold CHS harmless from all actual and/or threatened sales, use, gross receipts, value-added, personal property or other tax or levy (including interest and penalties) imposed on the CHS Services and deliverables provided hereunder, other than taxes based on the net income or profits of CHS.

7. Operational Matters. CHS reserves the right in its sole discretion to determine all matters concerning the configuration of hardware, software, telecommunications, system components, advertising categories, positioning of Listings and Advertisements, programming, and other administrative or operational issues for the CHS Websites. CHS reserves the right at any time and without prior notice to Advertisers or Users to temporarily shutdown or restrict access to the CHS Websites or user accounts for maintenance, modifications, backups or repairs, or for reasons beyond CHS's reasonable control. Advertisers will not receive refunds for temporary shutdowns, restrictions, technical problems or service failures in respect to the CHS Websites.

8. Proprietary Rights. Each party owns its respective websites and all material and content contained therein. Nothing herein grants the any party any right, title or license in any other party's intellectual property rights. Each Advertiser grants CHS the limited, nonexclusive license to setup and display such Advertiser's Listings and Advertisements (including any trademarks and servicemarks included therein) on the CHS Websites during the running of such Listings and Advertisements pursuant to this Agreement. Upon termination of this Agreement, CHS shall deactivate the applicable Listings or Advertisements. Nothing herein grants any other person or party any right to publish or use any trademarks, servicemarks, logos or names of CHS

or its affiliates in any advertisement, sales promotion or press release without CHS's prior written consent. Nothing herein imposes any confidentiality restriction on either party. The parties acknowledge that violation by one party of the provisions of this Section would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

9. Force Majeure. CHS is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, terrorism, criminal conduct, computer viruses and incompatible or defective equipment, software or services not supplied by CHS. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 11 above (No Warranties by CHS). All Advertisers and Users acknowledge that the CHS Websites may be subject to temporary shutdowns due to causes beyond CHS's reasonable control.

10. Noninfringement Warranty. Each Advertiser warrants that its Listings, Advertisements and any technology, information or material distributed through its linked websites will not (i) infringe or misappropriate any copyright, trademark, patent, trade secrets, (ii) violate any privacy rights of any third persons, or (iii) otherwise violate this Agreement or any applicable law. Each Advertiser will defend, indemnify and hold CHS harmless from all actual and/or threatened liability and expense (including attorney fees) arising from any claim to the contrary. CHS DOES NOT REPRESENT OR WARRANT THAT USE OF THE CHS SERVICES WILL NOT INFRINGE RIGHTS OF THIRD PARTIES.

11. Disclaimers. CHS makes no warranties or representations as to the accuracy of the data or information available on the CHS Websites, and CHS assumes no liability or responsibility for any error or omission in such data or information. CHS shall have no responsibility for actions of third parties or for information provided or posted by others.

(a) USE OF THE CHS WEBSITES IS AT EACH USER'S, ADVERTISER'S OR OTHER PERSON'S OWN RISK. ALL ADVERTISERS, USERS AND OTHER PERSONS ACCEPT ALL RISKS CONCERNING SUITABILITY, USE, PERFORMANCE OR NONPERFORMANCE.

(b) THE LISTINGS, ADVERTISEMENTS AND OTHER CHS SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS.

(c) NEITHER CHS NOR ANY OF ITS SUBSIDIARIES, AFFILIATED OR RELATED COMPANIES, NOR ANY OF THEIR EMPLOYEES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS, OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING (I) THE CHS WEBSITES AND/OR THE CONTENT CONTAINED THEREIN, (II) THE CHS SERVICES, (III) ANY LISTINGS, ADVERTISEMENTS, OTHER ADVERTISING MATERIALS, OR OTHER INFORMATION OR CONTENT INCLUDED THEREIN

OR ON THE CHS WEBSITES, (IV) THIRD PARTY GOODS, PRODUCTS OR SERVICES ADVERTISED OR AVAILABLE ON OR THROUGH THE CHS WEBSITES, AND/OR (V) THE RESULTS THAT MAY BE OBTAINED FROM USING THE CHS WEBSITES OR CHS SERVICES.

(d) THE CHS WEBSITES, ADVERTISEMENTS OR LISTINGS MAY CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. CHS DOES NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE CHS WEBSITES. ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION IS AT THE SOLE RISK OF THE USERS, ADVERTISERS OR OTHER PERSONS VIEWING OR USING THE CHS WEBSITES. CHS AND ITS SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY THIRD PARTIES, ACTIONS OF ANY THIRD PARTY, OR FOR ANY DAMAGE TO OR VIRUS THAT MAY INFECT ANY PERSON'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

(e) THE CHS WEBSITES AND CHS SERVICES ARE PROVIDED WITHOUT ANY WARRANTY, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLIANCE WITH LAWS, RELIABILITY, FUNCTIONALITY OR QUALITY, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES THE CHS WEBSITES WILL MEET ANY PERSON'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, ARE SPECIFICALLY DISCLAIMED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, CERTAIN OF THE ABOVE DISCLAIMERS OR EXCLUSIONS IN THIS SUBSECTION MAY NOT APPLY TO A PARTICULAR USER, ADVERTISER OR OTHER CLAIMANT. To the extent implied warranties may not be disclaimed as a matter of applicable law, the scope and duration of such warranty shall be the minimum required under applicable law.

12. Advertisers' Remedies; Limitation of Liabilities.

(a) All Advertisers agree that, if CHS violates any provision of this Agreement and CHS determines that repair or other corrective action is not economically or technically feasible, Advertiser's sole and exclusive remedy will be to obtain a refund of amounts paid by Advertiser to CHS for the allegedly defective CHS Services.

(b) UNDER THESE TERMS AND CONDITIONS, CHS'S TOTAL LIABILITY, AND THE EXCLUSIVE REMEDY IN RESPECT TO THE CHS WEBSITES AND THE PROVISION OF THE CHS SERVICES, IS LIMITED AS FOLLOWS: (I) IN THE CASE OF ADVERTISERS, SUCH LIABILITY IS LIMITED

TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT THE APPLICABLE ADVERTISER PAID TO CHS FOR THE AFFECTED CHS SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM; AND (II), IN THE CASE OF USERS OR OTHER PERSONS (OTHER THAN ADVERTISERS), SUCH LIABILITY IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING ONE HUNDRED AND NO/100 DOLLARS (\$100.00). SUCH LIMITS ARE CUMULATIVE AND ALL MONEY DAMAGES PAID TO A PARTICULAR CLAIMANT UNDER THIS AGREEMENT MUST BE AGGREGATED TO CALCULATE SATISFACTION OF SUCH LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE SUCH LIMIT. IN NO EVENT SHALL CHS OR ITS SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, EMPLOYEES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY AMOUNT FOR DIRECT DAMAGES IN EXCESS OF SUCH LIMITS.

(c) IN NO EVENT SHALL CHS OR ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO (I) LOSS OF DATA, GOODWILL, PROFITS, REVENUE OR COMMERCIAL OPPORTUNITIES, (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, AND/OR (III) THE CHS SERVICES OR ANY ERRORS OR OMISSIONS IN THE CHS SERVICES OR RELATED CONTENT. **THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY.** BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS IN THIS SUBSECTION MAY NOT APPLY TO A PARTICULAR USER, ADVERTISER OR OTHER CLAIMANT. To the extent incidental or consequential damages may not be excluded or limited as a matter of applicable law, the scope and duration of such exclusion or limitation shall be the maximum allowed under applicable law.

13. Indemnification. Each User and Advertiser agrees to indemnify, defend and hold harmless CHS, its subsidiaries and affiliated companies, and the respective shareholders, members, partners, officers, managers, directors, employees, representatives, accountants, attorneys, licensors, contractors, agents and successors and assigns of CHS or such subsidiaries and affiliates, from any and all actual and/or threatened claims (including, but not limited to, claims for defamation, trade disparagement, privacy and intellectual property infringement), damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees and court costs) arising from or relating to any allegation regarding: (i) their use of the CHS Websites; (ii) the content of such Advertiser's Listings and Advertisements and/or any materials to which Users or other

persons can link through those Listings and Advertisements; (iii) the CHS Websites' use of any content or information they provide, as long as such use is not inconsistent with this Agreement; (iv) information or material posted or transmitted through their account, even if not posted by them; (v) any breach or violation of this Agreement by them; and/or (vi) any goods or services provided by such Advertiser or such Advertiser's affiliates or subsidiaries.

14. Dispute Resolution. Actions for injunctive relief authorized under Section 8 above (Proprietary Rights) and actions to enforce payment of undisputed amounts due and owing to CHS pursuant to this Agreement may be brought in a court of competent jurisdiction at any time. Any other claim or controversy not settled by negotiations among the applicable parties and which arises out of or relates to (i) these Terms and Conditions, (ii) the use of operation of the CHS Websites, (iii) the Listings, Advertisements and other CHS Services provided by CHS or its affiliates pursuant to this Agreement, and/or (iv) any other acts or omissions for which CHS is claimed to be liable (each, a "**Dispute**", and collectively, "**Disputes**"), shall be finally and exclusively settled by binding arbitration in Harris County, Texas. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("**AAA**") in force at that time. To begin the arbitration process, a party must make a written demand and serve such demand on the other party within one (1) year of when the claim or controversy first accrued. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the party other than CHS shall select an arbitrator from a panel of arbitrators acceptable to and chosen by CHS from AAA's pool of arbitrators; provided, however, if such other party fails to promptly make such selection within five days of CHS's demand therefor, then the arbitrator will be selected by CHS. In any arbitration, the demanding party will initially pay the filing fee and, if necessary, the costs associated with the arbitrator for the first day of arbitration, but all fees and costs of arbitration will be paid or reimbursed by the non-prevailing party. For purposes of this Agreement, the term "**non-prevailing party**" means the party other than the prevailing party, and the term "**prevailing party**" means (i) with respect to the claimant, one who is successful in obtaining substantially all of the relief sought, and (ii) with respect to a defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant. Any judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction in Harris County, Texas. In connection with any Dispute, the arbitrator shall be limited to remedies otherwise available in court, shall not have the power to award damages in excess of actual compensatory damages or, if applicable, in excess of any limits on liabilities and damages set forth in this Agreement, and shall not multiply actual damages or award consequential, punitive or exemplary damages. EACH PARTY IRREVOCABLY WAIVES ANY CLAIM TO CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. Moreover, the arbitrator must abide by all these Terms and Conditions and shall not have the power to reform or alter these Terms and Conditions. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or Disputes involved. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered

by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof and enforceable in any court of competent jurisdiction. The award of the arbitrator shall include a written explanation of the decision, and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THE TERMS AND THIS AGREEMENT PROVIDE THAT ALL DISPUTES WILL BE RESOLVED BY BINDING ARBITRATION. ACCORDINGLY, (A) SUCH DISPUTES AND THE RIGHTS OF THE PARTIES HEREUNDER WILL BE DETERMINED BY AN ARBITRATOR AND NOT A JUDGE OR JURY, AND (B) THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO GO TO COURT TO ASSERT OR DEFEND THEIR RIGHTS, HAVE THEIR DISPUTE HEARD BY A JURY, OR PARTICIPATE IN OR BRING CLASS ACTIONS.

15. Choice of Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and State of Texas, without the application of conflict of law principles or provisions, and any action shall be initiated and maintained in a forum of competent jurisdiction in Harris County, Texas. EACH PARTY CONSENTS TO THE JURISDICTION OF SUCH COURTS, AGREES TO ACCEPT SERVICE OF PROCESS BY MAIL, AND HEREBY WAIVES ANY JURISDICTIONAL OR VENUE DEFENSES OTHERWISE AVAILABLE TO SUCH PARTY.

16. Limitations Period. ANY CLAIM, CONTROVERSY OR DISPUTE WITH CHS OR ITS SUBSIDIARIES, AFFILIATES, OR RELATED COMPANIES MUST BE BROUGHT WITHIN TWO (2) YEARS AND ONE DAY OF WHEN THE CLAIM, CONTROVERSY OR DISPUTE AROSE OR FIRST ACCRUED, OR SUCH CLAIM, CONTROVERSY OR DISPUTE WILL BE FOREVER BARRED.

17. Independent Contractors. Each party is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein establishes a partnership, joint venture, association or employment relationship between the parties or any exclusive course of dealing.

18. Miscellaneous. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications or representations on the subject matter hereof, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. The provisions of this Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement, including, without limitation, the parties' rights and obligations under Section 5 above (Proprietary Rights), Section 10 above (Noninfringement Warranty), Section 12 above (Remedies) and Section 13 above (Indemnification).