

RESEARCH LISTINGS TERMS AND CONDITIONS



Limitation of Liability:

Realsearch Listings believes that it is working with the finest quality advertising system, i.e., Google, Yahoo, MSN. Realsearch Listings does not assure or warrant the abilities of the listed search engines. Use links to view individual search engines' Terms & Conditions:

<https://adwords.google.com/select/tsandcsfinder>

http://searchmarketing.yahoo.com/en_CA/legal/piterms.php

http://tou.live.com/en-us/default.aspx?HTTP_HOST=tou.live.com&url=/en-us

Customer agrees and acknowledges that Realsearch Listings shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control. EXCEPT AS EXPLICITLY PROVIDED FOR BELOW, RESEARCH LISTINGS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN LIEU OF ANY AND ALL SUCH WARRANTIES, RESEARCH LISTINGS HEREBY OFFERS THE FOLLOWING LIMITED WARRANTY: CUSTOMER SHALL HAVE 14 DAYS AFTER RECEIPT OF THE SERVICE/MERCHANDISE, TO INSPECT IT AND NOTIFY RESEARCH LISTINGS OF ANY PROBLEMS OR MISTAKES. If Realsearch Listings has made a material mistake, then Realsearch Listings will correct the mistake. If Customer does not notify Realsearch Listings within 14 days of his, her or its receipt of the service/merchandise of a problem or mistake, Customer then accepts the service "as is." After the 14-day period has elapsed, Realsearch Listings shall have no liability whatsoever to the Customer. CUSTOMER EXPRESSLY AGREES THAT RESEARCH LISTINGS SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO GENERAL, DIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE SERVICES) WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF THE PURCHASE, SALE AND/OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. In no event shall Realsearch Listings entire liability exceed the total amount paid by Customer to Realsearch Listings for the affected service.

Choice of Law, Forum, and Jurisdiction:

These Terms and any disputes arising hereunder or otherwise related to the sale and/or use of the Service, or any portion thereof, shall be governed by the internal laws of the State of California, without regard to any conflicts of law principles. Both Realsearch Listings and Customer agree that any action, suit, or other legal proceeding regarding any matter arising under or relating to any provision of these Terms shall be commenced only in the state or federal courts located within Los Angeles County, California, and both parties consents to the exclusive jurisdiction of such courts.

Payment:

Customer agrees to pay Realsearch Listings a fee in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. On-Boarding fees charged are non-refundable. Management fees are non-refundable if cancellation is not received prior to charge date. Payments may be made at the time of purchase or, annually or monthly (both billed in advance) as mutually agreed upon for the relevant Service/Merchandise. Customer may cancel the services by providing Realsearch Listings with a minimum week prior notice, in writing, to end of service month. Realsearch Listings may cancel services immediately at any time, and for any reason with or without cause, upon notice to Customer. Specifically, Realsearch Listings reserves the right to terminate a service for non-payment. Late payments may be assessed a \$50.00 fee per instance.

Authorization:

You agree to keep your Payment Method information on file with us current (such as your address, card or account number, and expiration date, if any), and you also authorize us to update your Payment Method information with data we obtain from your financial institution, the issuer of your credit card or charge card, or from MasterCard or Visa. You

authorize us to retain your Payment Method information until such time as you revoke this authorization in accordance with procedures prescribed by us. Any revocation by you of this authorization will become effective: (a) if your Payment Method is a credit or charge card, when all charges and fees associated with your use of our Services has been fully satisfied, as determined by us; or (b) if your Payment Method is a bank account, after three (3) business days. Your revocation of this authorization will have no effect on your liability for charges and fees that you have incurred in connection with your use of our Services prior to such revocation.

Recurring Billing:

Customer's acceptance of these Terms constitutes its authorization for Realsearch Listings to automatically charge the credit/debit card provided by Customer, and, to continue charging the credit/debit card at the agreed-upon monthly intervals during the term of the service. Customer agrees to provide Realsearch Listings with complete and accurate billing and contact information, including: name, street address, e-mail address, and name and telephone number of authorized billing contact. Customer agrees to provide Realsearch Listings with updated information within 30 days of any change to billing information. If billing information is determined to be fraudulent, Realsearch Listings may immediately terminate Customer's services, and it reserves the right to pursue any and all legal remedies. If Customer's payment is declined, Realsearch Listings may restrict Customer's ability to use the payment method that was declined. Failure of the recurring payment process does not absolve Customer's payment obligations.

Cancellation:

Customer may cancel services by providing Realsearch Listings a request to cancel, in writing, by fax or via email. Notice must be received no later than 1 week prior to end of monthly billing cycle. If received later, then Realsearch may prorate fees at their discretion.

Chargebacks and Disputes:

Customer must contact Realsearch Listings prior to disputing any credit card charges. Realsearch will make every effort to reconcile any disputes. If a disputed charge results in a chargeback, then Realsearch will reserve the right to seek legal action to collect all fees.

Cost of Collection and Enforcement:

Customer agrees to reimburse Realsearch Listings for all costs and expenses, including but not limited to, reasonable attorney fees and costs of collection, incurred by Realsearch Listings in connection with the enforcement of these Terms or any provision hereof.

Modification of Terms:

These Terms represent the entire understanding of the parties relating to the Service and prevail over any prior or contemporaneous, conflicting or additional communications. Realsearch Listings reserves the right to modify these Terms or its policies relating to the Service at any time, effective upon posting of an updated version of these Terms on the website for the Service. Customer is responsible for regularly reviewing the Terms. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

This policy was last updated on June 23, 2011