

TERMS AND CONDITIONS OF USE AGREEMENT

Welcome www.ehomeamerica.org (the “Website”). This Website serves as a platform for homebuyers to take educational homebuyer courses online through Community Ventures Corporation (“eHome America” or “we”). Please read this document carefully before accessing or otherwise using the Website.

Last updated: August 15, 2018

1. Scope of Agreement

- (a) *General.* This Terms of Use Agreement (the “Agreement”) is between you (“You” and “Your”) and eHome America. This Agreement governs Your access to and use of this Website, the Content (as defined below) made available to You through this Website, and services and other transactions offered through this Website. In addition to complying with the terms and conditions of this Agreement, You agree to comply with all additional terms and conditions governing the access to and use of specific areas of this Website, which are incorporated into and made a part of this Agreement.
- (b) *Privacy Policy.* Please click here [[Privacy Policy link – should take you to a link below](#)] to read eHome America’s Privacy Policy, which is hereby incorporated into and made a part of this Agreement. The Privacy Policy explains how eHome America collects, uses and discloses personal information. By accessing and using the Website, you consent to eHome America’s actions with respect to your personal information in compliance with the Privacy Policy.

2. Binding Agreement.

BY ACCESSING OR USING THIS WEBSITE IN ANY MANNER YOU ARE DEEMED TO HAVE READ, UNDERSTOOD, AND AGREED TO EACH OF THE TERMS, CONDITIONS, AND NOTICES SET FORTH IN THIS AGREEMENT AND THE PRIVACY POLICY, AND SPECIFICALLY EHOME AMERICA’S USE OF YOUR PERSONAL INFORMATION. IF YOU DO NOT UNDERSTAND OR AGREE TO EACH OF THE TERMS, CONDITIONS, AND NOTICES IN THIS AGREEMENT, YOU SHOULD NOT ACCESS OR USE THIS WEBSITE IN ANY MANNER OR EHOME AMERICA’S SERVICES, AND YOU SHOULD EXIT THIS WEBSITE IMMEDIATELY.

3. Modification of Website or Agreement.

eHome America may, at any time and in its sole discretion, modify, revise or otherwise change this Website (including without limitation adding or discontinuing any or all of the services, Content, or transactions offered through this Website), in whole or in part, without notice or liability to You.

eHome America reserves the right to modify this Agreement at any time at its sole discretion. If eHome America changes these terms and conditions, eHome America will post the date of the last revision at the top of this Agreement and will post the revised version on the Website. The modified version of the Agreement will apply to all access and use of the Website and the

Content provided in the Website thereafter. Additionally, eHome America will send an email to you notifying you of the changes to these terms and conditions at the time the revisions are made. By continuing to access and use the Website once the modified Agreement is posted, You indicate Your assent to the modifications and Your agreement to be bound by this Agreement as modified.

4. **General Restrictions On Use & Termination**

- (a) *About the Website.* This Website serves as an education platform and reference guide for homebuyers. [Insert description of housing counselling agencies] Homebuyers are able to take homebuyer education courses through the Website and obtain certificates of completion for completed courses (the “eHome America Services”). You may access and use this Website only for displaying the Website and the Content found on it on Your internet browser or your mobile device and only for the purpose of taking online courses and accessing your account.
- (b) *Online User Account.* To access the Website and/or use eHome America’s Services, you must create an online user account. All Users will be given separate login identifications. You are solely responsible for your account. eHome America’s use of any personal information you provide during the account creation process is governed by the Privacy Policy. You are entirely responsible for maintaining the confidentiality and security of your account, and you are solely responsible for all changes and updates submitted through your account as well as activities that occur under your account. You agree to notify eHome America immediately of any unauthorized use of your account by either sending notifications to [support@ehomenetwork.org] or other methods as directed by eHome America from time to time.
- (c) *True and Accurate Information.* You represent and warrant that all information submitted through the Website will be true and accurate information. You further represent and warrant that all documentation submitted through the Website will be your own and will be true, accurate, and unaltered.

5. **Availability and Use of Website.**

- (a) *Availability.* The availability of this Website depends on many factors, including some factors that are beyond eHome America’s control, such as Your connection to the Internet and the Internet backbone. eHome America shall not be liable to You if You cannot use this Site for any reason.
- (b) You represent and warrant that You are 18 years of age or older and have the ability to enter into this Agreement. **If you are under the age of 18, you may not use this Website.**
- (c) *User Account.* In order to use the Website, You will be asked to register by providing eHome America with certain identifying information about Yourself, and selecting a user name and a password as part of our security procedures. Some of the information you will be asked to provide is confidential information

and personal identifying information that should be treated as confidential. Additionally, you may also be asked to agree to disclosure statements regarding the disclosure of your personal information. You shall treat Your password, and related information as confidential. You acknowledge that Your account is personal to You and shall not provide any person with access to this Website or portions of it using Your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You properly log out of your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record your password or other personal information.

- (d) *Restrictions on Use.* You must use this Website only in accordance with the terms and conditions of this Agreement and only for lawful purposes. You may not use the Website (a) to reverse engineer or decompile it, or to gain access (or attempt to access) areas or Content provided on the Website or eHome America's services for which You do not have the proper authorization; (b) to impersonate any person or entity (including eHome America or its employees) via screen names or user names or otherwise, or falsely state or otherwise misrepresent Yourself, your age, or your affiliation with any person or entity; (c) to link postings or sites together without consent of author of the postings; (d) in a manner that violates any national, state, local or international law, rule or regulation (including laws regarding the export of data or software); (e) for any commercial purpose, including to advertise, promote or sell products or services or to distribute solicitations in the nature of "junk mail," "chain letters" or "spam;" (f) to further or promote any criminal or illegal activity or to provide instructional information about illegal activities; (g) in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the Americas or services that support the Website or eHome America's products and/or services; (h) to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; (i) to send, knowingly receive, upload, download, use or re-use material that conflicts with the requirements or restrictions set forth in Section 4(c) above; or (j) via robot, spider or other automatic device, process or means to monitor or copy material on the Site; (k) in a way that attacks the Website via a denial-of-service attack or a distributed denial-of-service attack; (l) in a manner that eHome America determines, in its sole discretion, restricts or inhibits any other user from using or enjoying the Website, the Content provided through the Website, or eHome America's services.
- (e) *Communications.* By creating an eHome America online account, you may receive periodic emails from eHome America or its affiliates and partners. These emails may include notifications about your account or your use of the Website, updates to this Agreement or updates to the Privacy Policy. These emails may also include information pertaining to eHome America courses, products, services, confirmations, newsletters, or other messages. eHome America may also

use your email address to respond to your customer service inquiries. Additionally, You may receive email or phone communications from eHome America or its affiliates or partners regarding the scheduling of one-on-one follow up sessions, your completion certificate, or other matters related to your use of eHome America's Services. If you would rather not receive email from eHome America, please send an email to [support@ehomenetwork.org] and you will be unsubscribed from receiving further communications. Please allow 7-10 business days for completion.

6. Term; Termination.

- (a) *Termination.* In addition to any other legal or equitable remedies, eHome America may, without prior notice to You, immediately terminate this Agreement, disable any user name, password or other identifier, or revoke any or all of Your rights granted under this Agreement. You may terminate this Agreement by contacting eHome America by e-mail to [support@ehomenetwork.org] or by regular mail to [1450 N. Broadway, Lexington, KY 40505].
- (b) *Effect of Termination.* Upon any termination of this Agreement, You shall immediately cease all access to and use of this Website and eHome America may, in addition to any other legal or equitable remedies, deny Your access to and use of this Website in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations of the parties arising before the effective date of termination. The provisions that by their nature, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

7. Intellectual Property.

- (a) *Intellectual Property Laws.* U.S. and international copyright, trademark and other intellectual and proprietary laws protect this Website and the Content provided therein, and any unauthorized access to or use of this Website or the Content therein may violate such laws. eHome America reserves the right to enforce its intellectual and proprietary rights to the fullest extent of the law.
- (b) *Ownership.* All information and data that is part of this Website, including without limitation, text, course materials, software, graphics, photos, illustrations, images, results (collectively, "Content"), and the design, selection, and arrangement of the Content, and all trademarks, service marks, trade dress, logos and tag lines displayed in this Website (collectively, the "Marks") and the copyrights, patents, trademark rights, and other intellectual property rights arising out of the foregoing are the sole and exclusive property of eHome America or third parties. You are not granted any right, either express or implied, in any Content or any copyright, Marks, patent, trade secret, right of publicity or other intellectual property or proprietary right of eHome America or any of the goodwill associated with any of the foregoing. You shall not use the Marks or any confusingly similar version of them. To the extent that You use any Content or

any copyright, Marks, patent, trade secret, right of publicity or other intellectual or proprietary right of eHome America, such use and all goodwill associated therewith shall inure solely and exclusively to the benefit of eHome America.

- (c) *Notices.* You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in or as part of this Website.

8. **Links to Other Internet Sites.**

This Website may contain links to Internet sites owned, operated or maintained by third parties not under eHome America's control. These links are provided for Your convenience of reference only. Such links are not and shall not be deemed to be eHomeAmerica's endorsement of the organization or individual associated with the linked site. You assume sole responsibility and liability for Your use of such linked sites.

9. **Warranty Disclaimer; Limitation of Liability.**

- (a) *Disclaimer.* All Content, services, products, and transactions are provided on an "as-is" and "as available" basis without any warranties of any kind. This Website may include inaccuracies, mistakes, or typographical errors. You acknowledge that You use this Website is at Your own risk. eHome America expressly disclaims any responsibility or liability for the loss or disclosure of any confidential information submitted or uploaded through the Website. eHome America does not warrant that the Content, including Your use of the Website, will be uninterrupted or error free, accurate, useful, complete, error-free or uninterrupted, that defects will be corrected, that the Website or its server are free of viruses or other harmful components, or that the Website will meet your needs or expectations. eHome America disclaims any and all representations and warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, noninfringement, title, quiet enjoyment, data accuracy, data completeness, security, reliability, quality, availability, and system integration. eHome America shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer or mobile device, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or by downloading any material posted on the Site or on any site linked to the Website.
- (b) *LIMITATION OF LIABILITY.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EHOME AMERICA, ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS, USE, DATA, OR OTHER INTANGIBLES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF EHOME AMERICA HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EHOME AMERICA SHALL NOT BE LIABLE TO YOU

FOR ANY DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR FROM ANY OTHER USER OF THE WEBSITE, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE WEBSITE.

10. Indemnity.

You agree to indemnify, defend and hold harmless eHome America, its affiliates, and their respective officers, directors, shareholders, employees and agents, and all of their respective successors and assigns, from and against any and all claims, liabilities, losses, awards, judgments, settlements, costs, fees, expenses (including reasonable attorneys' fees) and damages arising out of or relating to (i) Your access or connection to, or use of this Website, (ii) Your violation of a third party's intellectual property or other rights, (iii) any claims alleging facts that, if true, would constitute a breach by You of the terms and conditions of this Agreement, (iv) injury to persons (including death) or property, including loss or corruption of data caused by You. eHome America reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with eHome America's defense of such claims.

11. Relationship Between the Parties.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between You and eHome America as a result of this Agreement or any use of this Website or the Content therein. You agree not to hold Yourself out as a representative, agent, or employee of eHome America and eHome America shall not be liable for any representation, act or omission by You to the contrary.

12. Assignment.

You shall not assign or otherwise transfer this Agreement or assign, delegate or otherwise transfer any of Your rights, interests or obligations under this Agreement and any such assignment, delegation or other transfer shall be void. This Agreement shall inure to the benefit of eHome America's successors, assigns and licensees.

13. Injunctive Relief; Remedies.

- (a) *Injunctive Relief.* You agree that eHome America's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that eHome America shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that eHome America may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including but not limited to attorneys' fees.
- (b) *Cumulative Remedies.* All rights and remedies granted to eHome America under this Agreement are cumulative and not alternative, and are in addition to all other rights and remedies available to eHome America at law or in equity.

14. **Governing Law and Jurisdiction; Limit on Commencing Actions.**

- (a) *Governing Law.* This Agreement is governed by the laws of the Commonwealth of Kentucky, U.S.A. without regard to its conflicts of laws principles. You consent to the exclusive jurisdiction and venue of the state and federal courts in the Commonwealth of Kentucky, USA in all disputes arising out of or relating to the use of this Site.
- (b) *Limitation on Actions.* You must commence any cause of action or claim against eHome America within one (1) year after the cause of action or claim arises, otherwise You agree that Your cause of action or claim shall be barred.

15. **International Access.**

This Website can be accessed from countries other than the United States. This Website may contain products or services, or references to products or services, that are not available outside of the United States. Any such references do not imply that such products or services will be made available outside the United States. If You access and use this Website outside the United States You are responsible for complying with Your local laws and regulations.

16. **Contact Information.**

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website by e-mail to [support@ehomenetwork.org], or write us at [1450 N. Broadway, Lexington, KY 40505].

17. **Waiver; Severability; Integration.**

No waivers shall be implied, whether from any custom or course of dealing or any delay or failure in eHome America's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by eHome America shall not obligate eHome America to grant any further, similar, or other waivers. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. This Agreement represents the entire agreement between the parties, superseding any and all other prior or contemporaneous agreements, promises or representations between them regarding the subject matter of this Agreement.

18. **Reservation of Rights.**

eHome America reserves to itself any and all rights not expressly granted herein.