

TERMS OF USE

These Terms of Use were last revised on January 9, 2012.

Gift of Home Ownership, LLC, a Nevada limited liability company, provides the GiftofHomeOwnership.com site and related services subject to your compliance with the terms and conditions set forth below. Your use of GiftofHomeOwnership.com signifies your acknowledgement of and agreement to these Terms of Use.

1. WEBSITES

1.1 These Terms of Use apply to all users of the website GiftofHomeOwnership.com and any other affiliated websites owned or controlled by Gift of Home Ownership, LLC (collectively "GiftofHomeOwnership.com"). The term "users" includes both registered members of GiftofHomeOwnership.com and any other person that accesses GiftofHomeOwnership.com at any point for any amount of time.

1.2 *Your Independent Agents / Third Party Agreements.* In order to sign up on the gift registry, you may first need to interact with third parties, including lenders, buyer brokers, real estate agents, and PayPal ("Your Agents"). Your Agents may require you to sign additional documentation and enter into separate agreements. Gift of Home Ownership, LLC is not a party to your agreements with Your Agents and assumes no responsibility for, the content of any such agreements or practices of Your Agents.

1.3 *Additional Terms for Members and Realtors.* If you sign up for an account on GiftofHomeOwnership.com or you are a Realtor which is signing up a client on GiftofHomeOwnership.com, you will need to enter into a separate agreement with Gift of Home Ownership, LLC which will supplement these Terms of Use.

1.4 GiftofHomeOwnership.com may contain links to third party websites that are not owned or controlled by Gift of Home Ownership, LLC. Gift of Home Ownership, LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Gift of Home Ownership, LLC will not and cannot censor or edit the content of any third-party site. You expressly relieve Gift of Home Ownership, LLC from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the GiftofHomeOwnership.com website and to read the terms and conditions and privacy policy of other websites that you visit.

1.5 Gift of Home Ownership, LLC has established a Privacy Policy to explain to users how personal information is collected and used, which is located at the following web address:

<http://www.GiftofHomeOwnership.com/privacypolicy>

Your use of GiftofHomeOwnership.com signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that Gift of Home Ownership, LLC may, in its sole discretion, preserve or disclose content posted by you, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, enforce the terms of use, or respond to claims from third-parties.

2. INTELLECTUAL PROPERTY INFORMATION

2.1 With the exception of "Third Party Submissions" (defined below), all content on the GiftofHomeOwnership.com website, including without limitation, the text, software, scripts, tools, graphics, photos, sounds, music, videos, and interactive features ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Gift of Home Ownership, LLC. The Content and Marks are protected to the maximum extent permitted by intellectual property laws and international treaties. Content displayed on or through GiftofHomeOwnership.com is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions.

2.2 Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Gift of Home Ownership, LLC.

2.3 You further agree not to reproduce, duplicate or copy Content from GiftofHomeOwnership.com without the express written consent of Gift of Home Ownership, LLC, and agree to abide by any and all copyright and other legal notices displayed on GiftofHomeOwnership.com. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in GiftofHomeOwnership.com. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of GiftofHomeOwnership.com.

3. WARRANTY DISCLAIMER

3.1 THIS SITE, INCLUDING ANY CONTENT, THIRD PARTY SUBMISSIONS, OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL

RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND SITE-RELATED SERVICES.

3.2 GIFT OF HOME OWNERSHIP, LLC, ITS AFFILIATES AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

3.3 Although Gift of Home Ownership, LLC attempts to ensure the integrity and accurateness of GiftofHomeOwnership.com, it makes no guarantees whatsoever as to the correctness or accuracy of the site. It is possible that GiftofHomeOwnership.com could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the site by third parties. In the event that an inaccuracy arises, please inform GiftofHomeOwnership.com so that it can be corrected.

4. WEBSITE ACCESS

4.1 Gift of Home Ownership, LLC grants you a limited, revocable, nonexclusive license to access GiftofHomeOwnership.com for your own personal use.

4.2 In order to access some features of GiftofHomeOwnership.com, you will have to create an account. You may never use another's account without the account holder's permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Gift of Home Ownership, LLC immediately of any breach of security or unauthorized use of your account. Although Gift of Home Ownership, LLC will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Gift of Home Ownership, LLC or others due to such unauthorized use.

4.3 You agree not to use or launch any automated system, including without limitation, "robots," "spiders," and "offline readers" that accesses GiftofHomeOwnership.com. You agree not to collect or harvest any personally identifiable information, including account names, from GiftofHomeOwnership.com, nor to use the communication systems provided by GiftofHomeOwnership.com for any commercial solicitation or illegal or improper purposes.

4.4 Notwithstanding the foregoing, Gift of Home Ownership, LLC grants the operators of recognized international public search engines, such as Google and Bing permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials. Gift of Home Ownership, LLC reserves the right to revoke these exceptions either generally or in specific cases.

4.5. Termination of Service: You agree that Gift of Home Ownership, LLC, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of GiftofHomeOwnership.com (or any part thereof), immediately and without notice, and remove and discard any content within GiftofHomeOwnership.com, for any reason, including, without limitation, if Gift of Home Ownership, LLC believes that you have acted inconsistently with the letter or spirit of the Terms of Use. Further, you agree that Gift of Home Ownership, LLC shall not be liable to you or any third-party for any termination of your access to GiftofHomeOwnership.com. Further, you agree not to attempt to use GiftofHomeOwnership.com after said termination.

5. THIRD PARTY SUBMISSIONS / INTERACTIVE FEATURES

5.1 The GiftofHomeOwnership.com website may permit the submission of text, photographs, or other content submitted by you and other third parties such as our partners ("Third Party Submission(s)") and the hosting, sharing, and/or publishing of such Third Party Submissions.

5.2 Third Party Submissions include, but are not limited to, photograph submissions, profile submissions, comment postings, forum postings, and any other interactive area of GiftofHomeOwnership.com.

5.3 By posting, submitting or uploading Third Party Submissions to any area of GiftofHomeOwnership.com, you automatically grant, and you represent and warrant that you have the right to grant, to Gift of Home Ownership, LLC an irrevocable, perpetual, non-exclusive, fully paid, sublicensable, transferable, worldwide license to use, copy, perform, display, and distribute said Third Party Submissions and to prepare derivative works of, or incorporate into other works, said Third Party Submissions, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to GiftofHomeOwnership.com, you automatically grant Gift of Home Ownership, LLC all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Third Party Submissions by any party for any purpose.

5.4 You acknowledge that the interactive features on GiftofHomeOwnership.com are not for private communications. You acknowledge that you have no expectation of privacy with regard to any submission to GiftofHomeOwnership.com. Gift of Home Ownership, LLC cannot guarantee the security of any information you disclose through GiftofHomeOwnership.com; you make such disclosures at your own risk.

5.5 By posting Third Party Submissions to GiftofHomeOwnership.com or by using a forum, blog, commenting feature, or other interactive area of the website, you specifically agree to comply with each of the following:

- (a) You will not post or transmit any material that violates or infringes the rights of any other party, including, without limitation, rights of privacy, rights of publicity, copyright, trademark, or other intellectual property rights.
- (b) If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the material, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the material.
- (c) You have fully complied with any third-party licenses relating to the material you post or transmit and have done all things necessary to successfully pass through to end users any required terms.
- (d) You will not post or transmit any material that is: is false, deceptive, misleading, or deceitful.
- (e) You will not post or transmit any material that is: abusive, hateful, racist, bigoted, sexist, harassing, threatening, inflammatory, defamatory, vulgar, obscene, sexually-oriented, profane or is otherwise in violation of any applicable law, rule or regulation.
- (f) You will not post or transmit any material that deceptively impersonates any person or entity.
- (g) Your username or the material you submitted is not named in a manner that misleads your readers into thinking that you are another person or company.
- (h) You will post content that constitutes or contains any form of advertising or solicitation or for commercial purposes. Do not post a URL unless it directly answers a user's question.
- (i) You will not post or transmit any software or computer files that contains malware, computer viruses, worms, Trojan horses, rootkits, spyware, adware, and other malicious and unrequested software, computer code, or file.
- (j) You will not post or transmit any content that is intended to promote or commit an illegal act.

Failure to comply with the above rules may lead to you being immediately and permanently banned, with notification to law enforcement and/or your internet service provider if deemed required by GiftOfHomeOwnership.com.

5.6 When posting Third Party Submissions, you agree never to use a third-party agent, service, or intermediary that offers to post Third Party Submissions to GiftofHomeOwnership.com on your behalf ("Posting Agent"). Posting Agents are not permitted to post Third Party Submissions on behalf of others, to cause Third Party Submissions to be so posted, or otherwise access GiftofHomeOwnership.com to facilitate posting Third Party Submissions on behalf of others, except with express written permission from Gift of Home Ownership, LLC.

5.7 Gift of Home Ownership, LLC reserves the right to modify or discontinue, temporarily or permanently, its website, including its interactive features, blogs, forums, comments (or any part thereof) with or without notice at any time. You agree that Gift of Home Ownership, LLC shall not be liable to you or to any third party for any modification, suspension, or discontinuance of any service.

5.8 You are and shall remain solely responsible for any and all Third Party Submissions you make through GiftofHomeOwnership.com. You acknowledge that any information you disclose through GiftofHomeOwnership.com becomes public information and can be used by people you do not know. Accordingly, you should exercise caution when deciding to disclose any information in a forum. Any such disclosures are at your own risk.

5.9 Gift of Home Ownership, LLC does not prescreen Third Party Submissions submitted and Gift of Home Ownership, LLC has no duty to monitor any interactive area of its website. Although we may monitor or review Third Party Submissions from time to time, we do not actively monitor the Third Party Submissions of the interactive areas, blogs, comments and forums, and we are not under any obligation to do so. Each user is solely responsible and liable for the contents of his or her Third Party Submissions, and we are not responsible in any way for the content or opinions expressed therein. We have the right, but not the obligation, to remove, edit or move, at any time, any material posted, in each case as we deem appropriate. Gift of Home Ownership, LLC may refuse, to post, deliver, remove, modify or otherwise use or take any action with respect to any submission in any GiftofHomeOwnership.com forum.

5.10 You acknowledge that by participating in any interactive area, blog, comment section, or forum on this website, you are granting Gift of Home Ownership, LLC the unrestricted right, throughout the world and in perpetuity, to copy, sublicense, adapt, transmit, perform, display or otherwise use, at no cost whatsoever to Gift of Home Ownership, LLC, any and all material or content you post or submit, including, without limitation, all intellectual property rights embodied therein.

5.11 Account registration and verification may be required in order to access an interactive area or otherwise post Third Party Submissions. During registration, all users are required to provide accurate, complete, and current information about themselves in all required fields. Should any of your own information change after submitting it to GiftofHomeOwnership.com, you are required to update that information immediately.

5.12 If you post Third Party Submissions on GiftofHomeOwnership.com, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must immediately notify Gift of Home Ownership, LLC of any unauthorized uses of your account or any other breaches of security. Gift of Home Ownership, LLC will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

5.13 You must not describe or assign keywords to your Third Party Submissions, including videos, in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Gift of Home Ownership, LLC may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Gift of Home Ownership, LLC liability.

6. LIMITS ON THIRD PARTY SUBMISSIONS - DIGITAL MILLENNIUM COPYRIGHT ACT

6.1 You understand that when using the GiftofHomeOwnership.com website, you will be exposed to Third Party Submissions from a variety of sources, and that Gift of Home Ownership, LLC is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third Party Submissions. You further understand and acknowledge that you may be exposed to Third Party Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against GiftofHomeOwnership.com with respect thereto, and agree to indemnify and hold GiftofHomeOwnership.com, its owners, operators, affiliates, and agents, licensors and licensees, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6.2 Gift of Home Ownership, LLC does not endorse any Third Party Submission or any opinion, recommendation, or advice expressed therein, and Gift of Home Ownership, LLC expressly disclaims any and all liability in connection with Third Party Submissions.

6.3 Gift of Home Ownership, LLC does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Gift of Home Ownership, LLC will remove all Content and Third Party Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Gift of Home Ownership, LLC reserves the right to remove Content and Third Party Submissions without prior notice.

6.4 If you are a copyright owner or an agent thereof and believe that any Third Party Submission or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing

our Copyright Agent with the following information in writing (*see* 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Gift of Home Ownership, LLC's designated Copyright Agent to receive notifications of claimed infringement is:

Borghese Legal, Ltd.
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
dmca@borgheselegal.com

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

6.5 Counter-Notice. If you believe that your Third Party Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Third Party Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Las Vegas, Nevada, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, GiftofHomeOwnership.com may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at GiftofHomeOwnership.com sole discretion.

7. Indemnity

7.1 You agree to defend, indemnify and hold harmless Gift of Home Ownership, LLC, its affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) your use of and access to the GiftofHomeOwnership.com website;
- (b) your participation in any interactive area of the GiftofHomeOwnership.com website including the forums, videos, and comment sections and any material posted by you thereto.
- (c) your violation of any term of these Terms of Service;
- (d) your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (e) your violation of any law, rule or regulation of the United States, any state, or any other country;
- (f) any claim that one of your Third Party Submissions or a Third Party Submission posted using your account caused damage to another third party.
- (g) any other party's access and use of GiftofHomeOwnership.com with your account.

7.2 This defense and indemnification obligation will survive these Terms of Service and your use of the GiftofHomeOwnership.com website.

8. Governing Law / Disputes

8.1 You agree that the GiftofHomeOwnership.com website shall be deemed solely based in the State of Nevada;

8.2 The GiftofHomeOwnership.com website shall be deemed a passive website that does not give rise to personal jurisdiction over Gift of Home Ownership, LLC, either specific or general, in jurisdictions other than Nevada.

8.3 **Governing Law:** This Agreement will be governed and interpreted in accordance with the internal laws of the State of Nevada applicable to agreements entered into and to be wholly performed therein, without regard to principles of conflict of laws.

8.4 **Disputes:** Any dispute, claim or controversy arising out of or relating to the GiftofHomeOwnership.com website, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Las Vegas, Nevada, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. You and we will each pay one-half of the costs and expenses of such arbitration, and each of the parties will separately pay its counsel fees and expenses.

8.5 **Damages:** We will not be liable for any consequential, indirect, exemplary, special or incidental damages arising from or relating to your use of the GiftofHomeOwnership.com website (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss).

9. Assignment / Modification

9.1 **Assignment:** These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by GiftofHomeOwnership.com without restriction.

9.2 **Modification:** We reserve the right to amend these terms and conditions at any time. If we do this, we will post the amended Terms of Use on this page and indicate at the top of the page the date the Terms of Use were last revised. Your continued use of GiftofHomeOwnership.com after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) GiftofHomeOwnership.com.

10. Ability to Accept Terms of Service

You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. The GiftofHomeOwnership.com Website is not intended for children under 18. If you are under 18 years of age, then please do not use the GiftofHomeOwnership.com website.

11. Consent

By using GiftofHomeOwnership.com in any way you are agreeing to comply with the these terms of use. In addition, when using a particular GiftofHomeOwnership.com service, you agree to abide by any applicable posted guidelines, which may change from time to time. Should you object to any term or condition of the terms of use, any guidelines, or any subsequent modifications thereto or become dissatisfied with GiftofHomeOwnership.com in any way, your only recourse is to immediately discontinue your use of GiftofHomeOwnership.com.