

USER AGREEMENT

1. PURPOSE. Provider is providing this Agreement to you to set forth the terms applicable to your use of the Site.

PLEASE READ ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT VERY CAREFULLY.

2. ACCEPTANCE OF TERMS. You understand that accessing or transmitting information, registering or otherwise participating in Provider constitutes and shall be deemed an unconditional acceptance by you of all the terms of this Agreement. If you do not agree with all the terms of this Agreement, you must not use or participate in Provider. Provider reserves the right, at its sole discretion, to change, modify or add to this Agreement, at any time, and without prior notice to you. By completing a registration for Provider, you agree that any and all information that you supply in the registration process and other information that Provider may require from time to time, is current, truthful, and complete. Provider reserves the right to terminate your registration with Provider at any time or in the event that the information provided by you, including your e-mail address, is no longer current or accurate. You agree to maintain only one active registration with Provider at all times and you certify that you currently have no other registration(s) with Provider.

3. FEES & CHARGES. You will be charged for the services in accordance with the Provider's fee schedule in effect at the time services are utilized. The current fee schedule is available online for review prior to use of any services. Payment for setting up your account will be due at the time you register. Payments for ongoing services will be based upon the services selected and the billing dates for your account. In any event payment shall be due no later than the 25th of the next calendar month in which the services are provided. Upon termination all charges will be due immediately. In the case of PayPal payments, all charges you incur for the use of services will be invoiced through the PayPal notification service.

4. CONTENT AND PROPERTY RIGHT PROTECTIONS. The content available through Provider is the property of Provider or its licensors and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree that all content located at Provider is the sole property of Provider. You understand and agree that the information in, or derived from Provider, including communications, photos, video, graphics and other material may not be copied, republished, redistributed, transmitted, altered, edited or exploited in any manner for any purpose, without notice to Provider and the prior express written permission of Provider. Provider neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with Provider.

5. ACCURACY. While Provider uses reasonable efforts to include accurate and up to date information in the Site, Provider makes no warranties or representations as to its accuracy. Provider assumes no liability or responsibility for any errors or omissions in the content of the Site. Provider will not be responsible to you for any Loss suffered by you, any of your business affiliates, or any other party.

6. USER NAME AND PASSWORD. You shall be the only authorized user of Provider through your User Name and Password.

7. TRADEMARKS. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site are Trademarks of Provider and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Provider or such third party that may own the Trademarks displayed on the Site. Your use of the Trademarks displayed on the Site, or any other content on the Site, except as provided in this Agreement, is strictly prohibited. You are also advised that Provider will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

8. TRANSMISSIONS TO SITE. Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the list is, and will be treated as, nonconfidential and nonproprietary. Anything you transmit or post becomes the property of Provider or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Provider is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing using such information. Through your usage of this Site, you may submit and/or Provider may gather certain limited information about you and your web site usage. Provider is free to use such information for any purpose it deems appropriate, including, but not limited to: (i) creating customized web pages; (ii) marketing purposes; (iii) reporting to regulators and law enforcement agencies.

9. SITE LINKS. Provider has not reviewed any or all of the sites linked to the Site and is not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to the Site, off-site pages or other sites is at your own risk and without the permission of Provider.

10. INFORMATION RETRIEVAL TECHNIQUES. Retrieving information with robots or by any automated means, or by any other method of accessing or using the data

and services provided on this Site other than through the methods provided on the Site are specifically prohibited. The following are examples, which are not intended to be an exhaustive list, of prohibited actions: (1) screen scraping text data; (2) pulling images from the Site (in any format) to avoid the charge for a PDF version of the same image; and, (3) framing of the Site by another site; are all specifically prohibited without prior written notice to Provider and the prior written consent of Provider.

11. RISK OF LOSS. Your use of and browsing in the Site are at your risk. Neither Provider, any of its agencies, nor any other party involved in creating, producing, or delivering the Site is liable for any direct, incidental, consequential, indirect, special or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, Provider also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.

12. LIMITATIONS OF LIABILITY. PROVIDER SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO YOU OR ANY THIRD PARTY (WHETHER CAUSED DIRECTLY OR INDIRECTLY) RELATING TO PROVIDER, INCLUDING, BUT NOT LIMITED TO, (I) THE MATERIALS AND OTHER INFORMATION MADE AVAILABLE VIA PROVIDER OR (II) THE INTERRUPTION, DELAY OR FAILURE IN THE TRANSMISSION, DELIVERY OR DISTRIBUTION OF THE SERVICES OR MATERIALS. PROVIDER'S SOLE LIABILITY TO YOU FOR ANY CLAIMS, NOTWITHSTANDING THE FORM OF SUCH CLAIMS (I.E. CONTRACT, NEGLIGENCE OR OTHERWISE), ARISING OUT OF YOUR USE OF PROVIDER, SHALL BE TO USE PROVIDER'S REASONABLE EFFORTS TO RESUME THE SERVICES AS PROMPTLY AS REASONABLY PRACTICABLE. IN NO EVENT SHALL PROVIDER HAVE ANY LIABILITY FOR LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF RELATING TO THIS AGREEMENT EXCEED FIFTY DOLLARS (\$50).

13. WARRANTIES. EVERYTHING ON THE SITE, INCLUDING WITHOUT LIMITATION ALL DATA AND SERVICES, IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

14. ORIGINAL SOURCE DISCLAIMER. The original source of the content of the image and/or data collections available on this Site is the appropriate government office

responsible for this information, whether purchased directly from the government office or a third party provider of such data. The government offices, third party data providers, and Provider bear no responsibility for the integrity or accuracy of the data contained, either in its form initially provided or due to any documentation manipulation or reformatting of data that may occur. The use of trademarks, logos or any other identification of government offices or third party data providers does not imply that such party supports or endorses any use made by Provider of data provided or of any other activity of Provider.

15. TERMINATION. You agree that we may, in our sole discretion, terminate or suspend your access to all or part of Provider for any reason, including, without limitation: (i) breach of this Agreement or any subsequent modifications; or, (ii) attempted assignment of your membership by you. Any suspected fraudulent, abusive or illegal activity is grounds for termination of your membership and may be referred to appropriate law enforcement authorities or governmental regulatory body. Provider shall not be liable to you or any third party for any claims related to your termination from Provider.

16. GENERAL PROVISIONS & CONSTRUCTION OF AGREEMENT

A. Assignment. This Agreement is not assignable by you.

B. Counterparts. This Agreement may be accepted electronically in as many counterparts as may be required and it shall not be necessary that the signature of, or in behalf of, any party appear on any electronically accepted counterpart.

C. Severability. If any one or more of the terms of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason, each and all of the remaining terms of this Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

D. Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for the purpose of convenience only, and shall not affect the construction or interpretation of any of their provisions.

E. Construction. Any ambiguities in this agreement shall be construed in favor of Provider.

F. Capitalization. Generally, defined terms in this agreement begin with a capital letter. However, where the context requires, a term which is not capitalized may also be construed as a defined term.

G. Time of the Essence. Time shall be of the essence with respect to each and every term of this Agreement.

H. Tense. Where the context requires, the singular shall include the plural and the plural shall include the singular.

I. General Terms. The use of specific terms shall not be construed to limit the construction or meaning of general terms.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings or agreements. This Agreement shall not be amended or modified except by a subsequent written Agreement posted to the Site

by Provider or by separate written agreement executed by Provider.

K. Attorney Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

L. Governing Law. To the extent necessary, all aspects of this Agreement shall be construed, enforced, and governed according to and by the laws of the United States of America, and, where state law is necessary to the implementation of this Agreement the laws of the State of Arkansas.

M. No Third Party Beneficiary. This Agreement is for the sole benefit of Provider and the User and shall not be construed or deemed to be made for the benefit of any third party or parties. NOTWITHSTANDING, FOR PURPOSES OF THE USER'S OBLIGATIONS, GOVERNING LAW, JURISDICTION AND VENUE, DISCLAIMERS, AND LIMITATIONS OF WARRANTIES AND REMEDIES HEREUNDER, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTIONS 11 THROUGH 14, AND SECTION 16. SUBSECTION L, THE TERM PROVIDER SHALL ALSO BE DEEMED TO MEAN THIRD PARTY PROVIDERS OF DATA AND SERVICES USED OR ACCESSED BY THE USER THROUGH THE SITE.

N. Waiver and Future Compliance. A waiver of any provision of this Agreement by Provider shall not be construed to be a waiver of compliance with such provision in the future.

O. General Law Compliance. User agrees to comply with all federal, state and local laws applicable to: (i) the use of the Site; and, (ii) the use of the data and/or materials obtained from the Site in any transaction or transactions where the data or materials are used.

P. Notices. All notices permitted or required to be given under this Agreement shall be in writing, addressed as shown below, and may be: (i) personally delivered; or, (ii) delivered by express courier service; or, (iii) mailed by certified or registered United States Mail. The effective date of notice shall be: (i) the date of delivery, for personal or express courier deliveries {which date of delivery may be evidenced by a receipt signed by an officer of the company being noticed}; (ii) the date shown on the "return card" for certified or registered mail if delivery is by certified or registered mail. Said notices shall be addressed as follows:

17: Warning: This system is restricted for use of authorized users only. Anyone attempting unauthorized access to the system is violating the law and will be subject to prosecution. If you do not know your username information, please contact our Technical team or local administrator.

18: Attention: The use of this service by any businesses offering title insurance or title evidence is strictly prohibited unless satisfactory arrangements have been made with the publishing provider. The publishing provider reserves the right to disallow, discontinue or block your use should it determine, in its sole discretion, that you are not using this website, the database reports or services in accordance with this agreement. The publishing provider will enforce this restriction by all legal means available including

seeking temporary and permanent injunctions including damages and attorneys fees if appropriate.

Canaan Title Solutions, LLC
P.O. Box 569
Hardy, Arkansas 72542