

# TERMS & CONDITIONS

Please read the following terms and conditions of service (“Terms”) carefully as they contain the legal terms and conditions of an agreement (“Agreement”) that you agree to when you use the services provided to you by Silverwind Solutions through the Site including all services accessed through the Site (collectively, the “Services”).

By accessing or using any of the Services you agree to be bound by the Terms of Sections A and C which contain provisions applicable to all users of the Services, including casual visitors to the Site. If you choose to register for and create an account on the Site, you must also read and agree to be bound by the Terms set forth in Section B, in addition to the Terms of Section C, by checking the “I Accept” box set forth within the registration form.

For the purposes of this Agreement, “you” means you, the person using the Site, and, if applicable, the person that agrees to the Terms in Sections B and C when registering for an account. You and any persons that you authorize to use your account are referred to in this Agreement as the “User.” “Silverwind Solutions” “Silverwind” “we” or “us” means Silverwind Solutions. In the case of inconsistencies between

these Terms and information included in off-line materials (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

Silverwind Solutions sells some things and plans to sell more things... so be sure to see our policy regarding sale and refunds.

## **PAYMENT TERMS**

The current fee for any Service you may select will automatically and immediately be charged to your payment instrument or account on the date that you click on the "Order" button in the ordering process. All currency references are the official currency for the country in which the property resides.

## **PAYMENT FOR SUBSCRIPTION**

Virtual Tours will expire and be removed from the Silverwind system on the Anniversary date, unless subscriber elects to renew the tour(s) at which point you may elect to purchase a new Silverwind term.

## **CANCELLATION OF SUBSCRIPTION**

Please note, unless Silverwind Solutions gives notice to the contrary, payment for subscriptions are non-refundable. If you cancel your subscription before the end of the term for which

you paid, your cancellation will take effect immediately and you will not be given any refund.

## **RESERVATION OF RIGHTS**

Silverwind expressly reserves the right to immediately modify, delete content from, suspend or terminate your account and refuse current or future use of any service in its sole discretion believes you have: (i) violated or tried to violate the rights of others; or (ii) acted inconsistently with the spirit or letter of the TOS, or these Additional Terms. In such event, your Silverwind Solutions account may be suspended or cancelled immediately in our discretion, all the information and content contained within it deleted permanently and you will not be entitled to any refund of any of the amounts you've paid for such account. Silverwind Solutions accepts no liability for information or content that is deleted.

## **INTENDED USE**

Silverwind Solutions exists for the purpose of promoting real estate for sale or rent. Each virtual tour must be represented by its property owner, or a contracted real estate agent. A single agent or other contracted professional may not represent a virtual tour on Silverwind Solutions of which they are not legally contracted to do so. Furthermore, it should be understood that the Silverwind website is intended for use by

individual real estate agents. If a real estate broker (for example) desires to use the Silverwind website to promote listings by 50 individual agents within a brokerage, each agent must maintain an active Silverwind account. Virtual Tours that do not include complete information, or are associated with user accounts which do not include complete information, may be hidden or removed.

## **SECTION A – TERMS APPLICABLE TO UNREGISTERED USERS OF THE SITE.**

- 1. Availability** – Silverwind Solutions uses reasonable efforts to ensure that the Services are available 24 hours a day 7 days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of us. We will use reasonable commercial efforts to take to minimize such disruption where it is within the reasonable control of Silverwind Solutions. You agree that Silverwind Solutions shall not be liable to you for any modification, suspension or discontinuance of the Service. You understand and agree that the Service is provided “AS-IS” without any warranty of any kind. You are responsible for obtaining access to any Services and that access may involve third party fees (such as Internet

service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Services.

2. **Trademarks** - All brand, product and service names used in the Services which identify Silverwind Solutions and silverwindsolutions.com are proprietary marks of Silverwind Solutions. All brand, product and service names used in the Services which identify third parties and their products and services are proprietary marks of such third parties. Nothing in the Services shall be deemed to confer on any person any license or right on the part of Silverwind Solutions or any third party with respect to any such image, logo or name.

3. **Copyright** - Unless otherwise stated in this Agreement or on the Site, Silverwind Solutions is the owner of all copyright and database rights in the Services and its contents. You may not publish, distribute, extract, reuse or reproduce any such content in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with these Terms.

Other Proprietary and Privacy Protection for Other Users' Content on the Site. Silverwind Solutions hereby notifies you that all the information, content, image files, software and materials on the Site may be protected by U.S. and international copyright and other intellectual property laws and by other applicable laws, including privacy laws. You understand that Silverwind Solutions is unable to provide you with permission to copy display or distribute material for which you do not own the copyright or other intellectual property rights. You may not copy or distribute such material without the written consent of the owner, and you are solely responsible for any copyright or other intellectual property law violations that you may incur as a result of your activities on the Site. Silverwind Solutions does not provide you with permission to access and view any content provided by other Users or third parties. Silverwind Solutions has the absolute right to terminate your account or exclude you from the Site if you use our Service to violate the intellectual property rights or other rights of third parties. You agree to indemnify and hold Silverwind Solutions harmless for any violation of this provision.

- 4. Copyright Violations** - If you believe the copyright in your work has been violated through the use of this Site or the Services, please contact Silverwind Solutions at

Silverwind Solutions silverwindsolutions [at]gmail.com. You must provide Silverwind Solutions with the following information, which Silverwind Solutions may then forward to the alleged infringer: (a) identify the material on the Site that you believe infringes your work, with enough detail so that we may locate it on the Site; (b) provide your address, telephone number, and email address; © provide a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (d) provide a statement that (i) the information you have provided to us is accurate, and (ii) you are the owner of the copyright interest involved or you are authorized to act on behalf of that owner; and (e) provide your physical or electronic signature. Upon receiving your complaint, Silverwind Solutions may remove content that you believe infringes your copyright. In addition, Silverwind Solutions may terminate the account of the member who appears to be infringing anyone's intellectual property rights.

5. **External Links** - From time to time Silverwind Solutions may provide links that will take you to third party web sites. These links are provided for your convenience only. If you decide to access linked web sites you do so at your own risk. Silverwind Solutions does not endorse or take responsibility for the content on other web sites or

the availability of other web sites and you agree that Silverwind Solutions is not liable for any loss or damage that you may suffer by using other web sites.

6. **Amendment of Terms** - We reserve the right to amend any Terms agreed to by you from time to time without notice. Your continued use of the Site constitutes acceptance of any amendments, additions, or modifications to this Agreement.
7. **Contact** - Any questions, comments or suggestions, including any report of violation of this Agreement should be provided to the Administrator as follows:  
By E-mail: [solutionsbysilverwind\[at\]gmail.com](mailto:solutionsbysilverwind@gmail.com)

## **SECTION B – TERMS APPLICABLE TO REGISTERED USERS OF THE SITE.**

1. **Registration** - In consideration of your use of the Services, you represent and certify that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's

registration form (such information being the “Customer Data”) and (b) maintain and promptly update the Customer Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Silverwind Solutions has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Silverwind Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). To purchase from or register as a member of the Service you must be 18 years or over.

**2. Amendment of Terms** - You agree that Silverwind Solutions retains the right to amend these Terms and the Site, including service offerings and prices at any time, for any reason, and without notice, and the right to terminate the Site or any part of the Site. You agree to review the posting of this Agreement at [www.SilverwindSolutions.com](http://www.SilverwindSolutions.com) periodically to be aware of such changes. Your continued use of the Site constitutes acceptance of any amendments, additions, or modifications to this Agreement. Any amendments or modifications made by Silverwind Solutions shall be prospective only. You will be bound by all such modifications, whether or not you have notice thereof. If

you have created an account, we shall notify you of any material changes to these Terms by email sent to the address you have provided to Silverwind Solutions for your account. If you continue to use the Service once you have been notified of the changes to these Terms, you will be deemed to have accepted those changes.

- 3. Site License** - Silverwind Solutions grants you a personal, limited, revocable, non-exclusive and non-transferable license to use the Site, including but not limited to its software products and Services used in the operation of the Site. The license in this section extends to the creation, storage and viewing of rich media (video/photos/text) marketing/advertising presentations, and tools/services to generate new business using the Site pursuant to the Terms of this Agreement. This license is exclusive to you as an individual. Silverwind Solutions is for individual users to promote their own real estate listings and/or properties. Anyone found using a single Silverwind Solutions account to create and manage virtual tours for multiple parties may be refused service from Silverwind Solutions. You may not sublicense the use of the Site or provide, disclose, distribute, transfer, or otherwise make available the Site to any individuals or entities that Silverwind Solutions has not specifically authorized to receive access to your

account on the Site. Silverwind Solutions expressly retains all ownership rights, title and interest in and to all aspects of the software, Services and the Site, including, but not limited to, all current and future patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights included or embodied in the Site. You may not modify the Site, create derivative works of the Site, or reverse engineer, reverse compile, reverse assemble or do any other operation with the Site that would reveal any source code, trade secrets, know-how or other proprietary information. This license shall not be construed or interpreted as granting or providing rights to you to use, reproduce, modify, distribute, perform, display, possess or control the source code or any other aspect of the Site. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Site or displayed by, on, or in the Site. You may use the Site only while these Terms remain in effect. Under no circumstances shall you have any rights of any kind in or to the Site after any termination or expiration of this Agreement for any reason.

4. **Password** - You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the

confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Silverwind Solutions of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Silverwind Solutions cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

5. **Pricing** - Silverwind Solutions provides a service to users who may wish to create virtual tours on the Silverwind Solutions website. Any fees for Services shall be posted on the Site. Fees are subject to change without notice. You agree to pay Silverwind Solutions all applicable fees for all Services provided by Silverwind Solutions under this Agreement. At your request or with your permission Silverwind Solutions will bill your credit card for any fees.

6. **Payment** - All fees will be paid in U.S. dollars and are due as set forth on the Site. Any amount that is not paid when due will accrue a late fee of one and one half percent (1.5%) per month, or portion thereof, or the maximum rate permitted by applicable law, whichever is less, on any outstanding balance from the due date until paid, and you agree to pay all such late fees plus all

expenses of collection. Silverwind Solutions' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Silverwind Solutions' income.

**7. Copyright in our Content** - Silverwind Solutions does not claim ownership rights in any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials or content you or third parties make available or use in connection with the Site and the Services or used in connection with your account ("Content"). By enabling the submission of Content and accepting the consideration set forth in this Agreement, as consideration for our permitting you to use of the Site and the Services, you unconditionally grant to Silverwind Solutions a non-exclusive, perpetual, irrevocable, worldwide, fully- paid, transferable, right and license, with the right to sublicense through multiple levels of sublicenses, under all of your intellectual property rights in the Content, to (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Content in any medium or format, whether now known or hereafter discovered and (b) exercise any and all other present or future rights

in the Content. For the sole purpose of enabling us to display your Content through the Service, you grant to Silverwind Solutions a non-exclusive, royalty-free license to use, copy, distribute, and display that content. You remain the owner of all Content that you submit to the Service and as a condition to your use of the Site and the Services, you represent and warrant to Silverwind Solutions that you are the owner of the copyright to Content you submit to the Service or that you have written permission from the copyright owner to submit such Content. In addition, you warrant that all moral rights in any Content have been waived. You agree to indemnify and hold Silverwind Solutions harmless for any violation of this provision.

**8. Submissions** - You may place Content on the Site only in accordance with the following limitations:

- You may NOT store any of the following material on the Site or obtain any such material using the Site;
- Any threatening, obscene, pornographic or profane material or any other material that could give rise to any civil or criminal liability under applicable law;
- Any material that could infringe rights of privacy, publicity or copyrights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) whose likenesses are displayed in the material;
- Any material sent from an anonymous or false address.

While Silverwind Solutions does not and cannot review all material on the Site, and is not responsible for its content, Silverwind Solutions reserves the right to remove, delete, move or edit Content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of the law, including but not limited to copyright or trademark law, or otherwise unacceptable. Silverwind Solutions will not be liable for the Content of any submission. You agree to indemnify and hold Silverwind Solutions harmless for any violation of this provision.

**9. Third Party Software and Linkings** - Although we may make software, hyperlinks, and other products of third-party companies available to you, your use of such products is subject to the respective terms and conditions imposed by the third party owning, manufacturing or distributing such products, and the agreement for your use will be between you and such third party. Silverwind Solutions makes no warranty with regard to the products or website of any other entity. Silverwind Solutions has no control over the content or availability of any third-party software or website. In particular, (a) Silverwind Solutions makes no warranty that any third-party software you download or website you visit will be free of any contaminating or destructive code, such as viruses, worms or Trojan horses and (b) Silverwind Solutions

notifies you that it is your responsibility to become familiar with any website's privacy and other policies and terms of service, and to contact that site's webmaster or site administrator with any concerns.

## 10. **Monitoring of Content**

1. Your account with Silverwind Solutions is available for your personal, commercial use. You can allow other people to view selected Content. Shared Content will require that you provide a license to your Content to others. You understand that Silverwind Solutions can access your account and provide access to third parties for the following reasons:

- We can remind you of your password in case you forget it; if this becomes necessary, we send an e-mail upon your request to the address from which you opened your account;
- To maintain the Site and to develop new and useful features and services;
- To follow a court order, subpoena, complaint or a lawful request from governmental authorities.

2. You acknowledge that Silverwind Solutions may not pre-screen Content, but that Silverwind Solutions and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move

any Content that is available via the Service. Without limiting the foregoing, Silverwind Solutions and its designees shall have the right to remove any Content that violates any part of these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Silverwind Solutions or submitted to Silverwind Solutions, including without limitation information in Silverwind Solutions Message Boards, and in all other parts of the Service.

3. You acknowledge, consent and agree that Silverwind Solutions may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or

personal safety of Silverwind Solutions, its users and the public.

4. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
5. You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Silverwind Solutions and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited

## **Conduct**

0. You understand that all Content, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Silverwind Solutions, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Silverwind Solutions does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Silverwind Solutions be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

1. You may not obtain or seek to obtain access to materials on the Site for which your access is not authorized, including materials belonging to other users. Any attempt to circumvent firewalls or other security devices of the Site is a violation of this Agreement. You agree to indemnify and hold

Silverwind Solutions harmless for any violation of this provision.

**Suspension and Termination of Access and Membership** - Silverwind Solutions reserves the right to suspend or terminate your account and use of the Site and remove and discard any Content including, but not limited to, any and all information, communications, postings, albums, image files or any other materials on the Site, at any time, without notice, for any reason, including but not limited to the following:

- Breach of these, including policies or guidelines set forth by Silverwind Solutions elsewhere;
- Conduct that Silverwind Solutions believes is harmful to other users of Silverwind Solutions or the business of Silverwind Solutions or other third party information providers;
- Using the Silverwind Solutions application to promote media that is not relevant to real estate;
- Using your VeewMe.com account for purposes that circumvent the intended purpose, as deemed by Silverwind Solutions .

Further, you agree that Silverwind Solutions shall not be liable to you or any third party for any termination of your access to the Site. Silverwind Solutions reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Silverwind Solutions shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**Privacy** - It is the policy of Silverwind Solutions to respect the privacy of individuals who visit the website, create accounts and/or provide comments to us. We collect addresses, names and other identifying and contact information from users of the Site in order to correspond with customers about any questions relating to the Services. Occasionally we may use this information to send users information about specials and promotions that we may be passing along to customers. You may choose not to receive this information by updating your account profile and de-selecting the option to receive specials and promotions. We may also collect identifying information about you through a log of all traffic on our website and aggregate that information into site functionality data. Our purpose for collecting the information is to analyze the use of our website and improve its format and functionality. We may on occasion provide

aggregate demographical information about website users or purchasers to third parties, such as suppliers or advertisers, but such information does not identify specific individuals. We do not currently use any personally identifiable information for any purpose other than those we have described here, for example we do not sell or rent any personally identifiable information about our users to any third party. Silverwind Solutions does reserve the right to provide user information to third parties when required to comply with U.S. law or legal procedure, to protect Silverwind Solutions or its users' rights or property, and in emergency situations if physical safety or health is at issue.

**Disclaimer Warranty** - THE CONTENT AND/OR MATERIALS AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, VEEWME MAKES NO WARRANTY THAT ITS SITE, INCLUDING THE SERVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT THIS SITE OR OUR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE, INCLUDING THE SERVICES WILL BE

AVAILABLE, OR THAT DATA OR IMAGES ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS. VEEWME MAKES NO WARRANTY REGARDING ANY SOFTWARE, GOODS, SERVICES, PROMOTIONS, OR THE DELIVERY OF ANY SOFTWARE, GOODS OR SERVICES, PURCHASED, ACCESSED OR OBTAINED THROUGH THE SITE OR ADVERTISED THROUGH THE SILVERWIND SITE. NO ADVICE OR INFORMATION GIVEN BY SILVERWIND SOLUTIONS, ITS EMPLOYEES OR AFFILIATES SHALL CREATE A WARRANTY.

**Indemnification** - You agree to indemnify and hold Silverwind Solutions, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of these Terms, or your violation of any rights of another.

## **SECTION C – TERMS APPLICABLE TO REGISTERED USERS AND UNREGISTERED USERS OF THE SITE.**

### **1. Limitation of Liability**

1. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE, INCLUDING ANY SOFTWARE OR OTHER MATERIALS ON THE SITE, AND ANY RELIANCE UPON IT, IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE SITE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SILVERWIND SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, IMAGES, DATA OR OTHER INTANGIBLES, EVEN IF SILVERWIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE SITE, INCLUDING ITS SERVICES, FROM ANY CHANGES TO THE SITE, INCLUDING ITS SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. YOU

AGREE THAT SILVERWIND SHALL HAVE NO LIABILITY FOR ANY CONTENT PROVIDED BY YOU TO SILVERWIND SOLUTIONS. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWNTIME, LOSS OF CONTENT AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL CONTENT ABOUT YOURSELF IN YOUR USE OF THE SITE AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT.

2. IF YOU ARE DISSATISFIED WITH THE SITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, OR FEEL SILVERWIND SOLUTIONS HAS BREACHED THESE TERMS AND CONDITIONS YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE

SERVICES. THE TOTAL LIABILITY OF SILVERWIND SOLUTIONS TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF EITHER THE AMOUNT PAID BY YOU FOR THE SERVICES IN QUESTION OR ONE HUNDRED DOLLARS (US\$100) TOTAL. IT IS THE INTENTION OF BOTH OF US THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

2. **Information** - All Content provided is deemed reliable but is not guaranteed and should be independently verified. All real estate or local business advertising placed by anyone through the Service is subject to the U.S. Federal Fair Housing Act of 1968 as amended which makes it illegal to advertise “any preference, limitation or discrimination based on race, color, religion,

sex, handicap, family status or national origin or an attention to make any such preference, limitation or discrimination.” Local and foreign laws add prohibitions against discrimination based on age, parental status, sexual orientation, political ideology, financial status, and perhaps other basis. Please check with your local government agency for more information. Silverwind Solutions will not knowingly accept any advertisement which is in violation of the law. User is hereby informed that, to Silverwind Solutions’ knowledge, all dwellings, under the jurisdiction of U.S. Federal regulations advertised in this service are available on an equal opportunity basis.

3. **General** - All Content provided is deemed reliable but is not guaranteed and should be independently verified. All real estate or local business advertising placed by anyone through the Service is subject to the U.S. Federal Fair Housing Act of 1968 as amended which makes it illegal to advertise “any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin or an attention to make any such preference, limitation or discrimination.” Local and foreign laws add prohibitions against discrimination based on age, parental status, sexual orientation, political ideology, financial status, and

perhaps other basis. Please check with your local government agency for more information. Silverwind Solutions will not knowingly accept any advertisement which is in violation of the law. User is hereby informed that, to Silverwind Solutions' knowledge, all dwellings, under the jurisdiction of U.S. Federal regulations advertised in this service are available on an equal opportunity basis.

- 1. Applicable Law and Jurisdiction** - You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be brought, if at all, within one (1) year from the accrual of the claim or cause of action or be forever barred. The parties agree that this Agreement and any claims hereunder shall be governed by and subject to the laws of the state of Wyoming, without giving effect to any principles of conflicts of law..
- 2. No Resale of Services** - You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Silverwind Solutions I.D.), use of the Service, or access to the Service.

3. **Independent Contractors** - No joint venture, partnership, employment, or agency relationship exists between you and Silverwind Solutions as a result of this Agreement or use of the Service.
4. **Enforcement** - If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
5. **Force Majeure** - Silverwind Solutions will be not liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond Silverwind Solutions' reasonable control.
6. **Waiver** - The failure of Silverwind Solutions to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Silverwind Solutions in writing.

7. **Construction** - The headings of Sections of the Agreement are for convenience and are not to be used in interpretation.
  
8. **Entire Agreement** - This Agreement constitutes the entire agreement between you and Silverwind Solutions and governs your use of the Site, superseding any prior agreements between you and Silverwind Solutions. The failure of Silverwind Solutions to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.