

## Property Analysis Wizard (P.A.W.)™ Enrollment Agreement

**Product:** Property Analysis Wizard (P.A.W.)™ is a Web-based real estate analytical tool provided by iWizard Holding, Inc (hereby referred to as "iWizard" or "the Company").

### System Requirements:

This site runs in most browsers from most operating systems. However, some features may be limited or unavailable if you are running from a configuration that is not recommended. The following profiles are recommended for the optimal browsing experience.

#### Windows Recommended Profile:

- Operating System: Windows XP, Windows 2000/NT
- Processor: At least 500Mhz Intel Pentium/Celeron, AMD K6/Athlon/Duron or compatible
- RAM: 256MB or more
- Browser: Microsoft Internet Explorer 6.0 or higher, Netscape 7.2 or higher, Mozilla Firefox 1.0 or higher

#### Macintosh Recommended Profile:

- Operating System: Mac OS X 10.3 or above
- Processor: PowerPC G4, G5
- RAM: 512 MB or more
- Browser: Safari 1.3 or higher, Mozilla Firefox 1.0 or higher

#### Other General Settings:

- JavaScript should be turned ON. This is the standard setting for all browsers.
- Cookies should be enabled. This is the standard setting for all browsers.
- Pop-up blocker should be turned off. Some of the functionalities are launched in a separate pop-up window. You may not be able to access them if you have your Pop-up Blocker turned on.

**Cancellation:** Services may be canceled by the customer in writing, at any time. Written cancellations will be accepted via email sent to [CustomerService@iWizard.com](mailto:CustomerService@iWizard.com) or mailed via certified mail to the Company's principal business address. iWizard reserves the right to revoke the account of any person subscribing to the P.A.W.™ service without cause and without notice. iWizard reserves the right to revoke the account of any subscriber deemed to violate any State or Federal Spamming laws or who uses the P.A.W.™ system, network or services to send content that iWizard deems to be obscene or illegal.

#### General Information:

1. You expressly understand and agree that your use of and reliance upon any and all of the P.A.W.™ system, network and services and/or content is at your sole risk and is made available on an "AS IS" and "AS AVAILABLE" basis. iWizard Holding, Inc., doing business as the Property Analysis Wizard (P.A.W.)™ and their Affiliates, Officers, Members, Agents and Employees, make no express or implied representations, warranties or guarantees with regard to the appropriateness, accuracy, sufficiency, correctness, veracity, value, completeness or timeliness of the P.A.W.™ system, network, services and/or content. iWizard expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
2. iWizard reserves the right to eliminate feature service offerings at any time and without notice.
3. This agreement represents the entire understanding between the parties. There are no representations, warranties, agreements or understandings, oral or written, between the parties not fully expressed herein.

4. The parties agree that any dispute arising out of the enforcement of or interpretation of this Agreement will be subject to the exclusive jurisdiction of the courts in the State of Arizona, Maricopa County or applicable Federal courts serving Maricopa County, Arizona. Arizona state laws govern this Agreement.
5. You agree to indemnify and hold iWizard Holding, Inc. Affiliates, Officers, Members, Third Party Vendors, Directors, Employees and Agents harmless from any and all claims and demands including but not limited to reasonable attorneys' fees made by any Third Party due or arising out of any content submitted, posted or otherwise provided by you to the P.A.W.™ Network and/or P.A.W.™ and/or its Third Party Advertisers and any breach by you or your Affiliates, Employees, Agents and Representatives of these terms of use.

In no event shall iWizard Holding, Inc. and their Affiliates, Officers, Members, Agents and Employees be liable for any direct or indirect, punitive, incidental, special, or consequential damages or any damages whatsoever including without limitation damages for loss of use or performance of the P.A.W.™ or related services, the provision of or failure to provide services, or for any content, software, products and services made available or obtained through the P.A.W.™ network, or otherwise arising out of the use of the P.A.W.™ network, whether based in contract, tort, negligence, strict liability or otherwise, even if iWizard has been advised of the possibility of damages. Any services or content made available or obtained through the use of the P.A.W.™ and all other use of the P.A.W.™ network is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results there from.

If you are dissatisfied with any portion of the P.A.W.™ network or with any of these terms of use, your sole and exclusive remedy is to discontinue using the P.A.W.™ system, network and/or services.

6. iWizard takes no responsibility for enrollee's independent actions, and makes no warranties or claims to monitor any enrollees compliance with local, state, or national laws or administrative rules. Each enrollee is solely responsible for their independent utilization of the iWizard services and therefore enrollees should take any and all necessary steps to retain independent legal counsel when undertaking any business enterprise.

### Privacy Policy

We at iWizard Holding, Inc.™ (referred to as "iWizard," "We," "Us," or "Our") recognize the importance of protecting the privacy of certain information collected about the users and visitors of Our Web site (referred to as "User," "You" or "Your"). This Privacy Policy discloses what information We gather, how We use it, and how to correct or change it. At iWizard, it is Our intention to give You an understanding about how We collect Your information and the use We make of it in the course of Our business. To that end, iWizard gathers two types of information about You: 1) data that Users provide through optional, voluntary registration on Our Web site, and 2) data that iWizard gathers through aggregated tracking, mainly by tallying Web pages that are viewed by Users throughout Our Web site. However, be assured that iWizard will not disclose Personal Information (as defined herein) to third parties without Your consent, except as may be noted in this Privacy Policy or disclosed to You when the information is submitted.

#### How Does iWizard Collect Information?

We collect information by specifically requesting it from You. Generally this occurs when You register at the Web Site or request information or a service. Usually, We and Our business partners use Your information to operate the Web site and to deliver services. iWizard also uses Your information to inform You about other products and/or services available from iWizard and iWizard affiliates.

#### Use Of Cookies

What are cookies? Cookies are small pieces of information that a Web site sends to Your computer for record-keeping purposes. Information is stored in a file on Your computer's hard drive. Cookies make Web surfing easier for You by saving Your preferences so that We can use the saved information to facilitate Your use of Our Web site when You return to the Web site. Cookies do not tell Us Your individual identity unless You have chosen to provide it to Us. We never save passwords or credit card information in cookies. The use of cookies is an industry standard, and as such, You will find that most major Web sites use them. By showing how and when Users use the Web site, cookies help Us see which areas of the Web site are popular and which are not. Many improvements and updates to the Web site are based on such data as total number of visitors and pages viewed. This information is most easily tracked with cookies. Most cookies expire after a defined period of time, or You can delete Your cookie file at any time. Most Web browsers are initially set up to accept cookies. You can reset Your Web browser to refuse cookies or to indicate when a cookie is being sent. However, note that some parts of iWizard and/or iWizard affiliates' services will not function properly or may be considerably slower if

You refuse cookies. For example, without cookies, You will not be able to set personalized preferences, and/or may have difficulty completing marketing transactions. iWizard and/or iWizard affiliates have two (2) primary uses for cookies. First, We use them to specify a User's preferences. Second, We use cookies to track Web site usage trends and patterns. This helps Us understand Our Users' needs better and improve areas of Our Web site. While both of these activities depend on the use of cookies, You have the option of disabling (refusing) the cookies via Your Web browser preferences. You may occasionally get cookies from Our business partners. iWizard and/or iWizard affiliates do not control these cookies. The use of advertising cookies sent by such third-party Web servers is standard in the Internet industry.

#### With Whom Does iWizard Share Information?

As a general rule, iWizard will not disclose any specific personal information that You submit to Us about You ("Personal Information") in a manner that connects You with the Personal Information, except when We have Your permission or under special circumstances, such as when We believe in good faith that the law requires it or under the circumstances described below. The following describes some of the ways that Your Personal Information may be disclosed.

#### Business Partners and Sponsors

iWizard may disclose some or all of Your Personal Information to business partners or sponsors, but this use will be specifically described to You prior to data collection or prior to transferring the data. Many promotions offer opportunities to request additional information from sponsors. By requesting more information, You give iWizard permission to transfer Your Personal Information to the sponsor so they can fulfill Your request. In many instances, only Your e-mail address will be shared. If more Personal Information will be shared with the sponsor, You will be notified prior to the transfer.

#### Other

iWizard may also disclose account information in special cases when We have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating Our Terms of Use, or may be causing injury to or interference (either intentionally or unintentionally) with any of iWizard's rights or property, other Users, or anyone else. iWizard may disclose or access account information when We believe in good faith that the law requires it and for administrative and other purposes that We deem necessary to maintain, service, and improve Our products and services.

#### How Can You Control The Usage Of Information?

In case You change Your mind or some Personal Information changes (such as Your zip code or e-mail address), We will try to provide a way to correct, update or remove the Personal Information that You give us. We also give You the opportunity to control the communications We direct to You. If a User wishes to update Personal Information or objects to any usage provided herein for any reason, he/she may email the requested change to [CustomerService@iWizard.com](mailto:CustomerService@iWizard.com).

#### Is Information Secure From Others Using The iWizard Web Site?

The security of all information associated with Our Users is an important concern to Us. We exercise care in providing secure transmission of Your information from Your computer to Our servers. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while We strive to protect Your information, iWizard and iWizard affiliates can't ensure or warrant the security of any information You transmit to Us or from Our on-line products or services, and You do so at Your own risk. Once We receive Your transmission, iWizard uses industry standard efforts to safeguard the confidentiality of Your information, such as firewalls, encryption and Secure Socket Layers (SSL). However, "perfect security" does not exist on the Internet.

#### YOUR ACCEPTANCE OF THE TERMS OF THIS ENROLLMENT AGREEMENT AND PRIVACY POLICY

By signing this Agreement and using Our Web Site, You signify Your agreement to iWIZARD's Enrollment Agreement and Privacy Policy. **IF YOU DO NOT AGREE WITH THIS AGREEMENT IN ITS ENTIRETY, PLEASE DO NOT SIGN THIS AGREEMENT.** Your continued use of iWizard's and/or iWizard affiliates' Web sites following the posting of changes to these terms will mean You accept those changes.