



AHMI License Agreement for Membership and  
Use of the Advanced Home Marketing Specialist®  
Certification Mark



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# AHMI Standards & Terms of Use

This AHMI Standards & Terms of Use Agreement (this "Agreement") is a legal agreement between you ("you" or "your") and Advanced Home Marketing Institute, LLC, its affiliates, and each of their respective successors and assigns (collectively, "AHMILLC") governing your use of (i) the ADVANCED HOME MARKETING INSTITUTE® ("AHMI") training course, Advanced Home Marketing Specialist® designation, or other services identified during the ordering or contracting process, developed, operated, and maintained by AHMILLC, or accessible via

<http://www.AdvancedHomeMarketing.com> or any other web site or IP address designated by AHMILLC, (ii) the content contained therein, including digital downloads, and (iii) any offline components provided by AHMILLC for use in connection therewith (collectively, the "Service"). Notwithstanding the foregoing, if you have entered into a written and signed agreement with AHMILLC, that agreement shall supersede, govern, and control with respect to any conflicting term or provision in this Agreement.

BY USING THE SERVICE, OR DOWNLOADING, INSTALLING, ACTIVATING OR USING ANY MATERIALS AVAILABLE THEREON, YOU ARE AGREEING THAT YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY, THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION AS WELL AS AHMILLC'S PAYMENT AND REFUND POLICIES AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AHMILLC'S PAYMENT AND REFUND POLICIES AND TO FOLLOW ALL APPLICABLE LAWS, DO NOT CLICK THE "SUBMIT ORDER" BUTTON OR ACCESS OR USE THE SERVICE.

**Questions or Additional Information:**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [support@AdvancedHomeMarketing.com](mailto:support@AdvancedHomeMarketing.com).

# AHMI Standards

## Levels of Membership and Requirements

- **AHMI-Members** have successfully registered for the AHMI training course.
- **Designation-Holders** have been awarded a license to use the Advanced Home Marketing Specialist® term, logo, and accompanying promotional materials after applying and successfully passing a certification exam, agreeing to and remitting professional designation dues, and AHMI verifying availability in the state or province.

## AHMI Training Course

Registration for the AHMI training course is open to licensed and active REALTORS® in the United States and Canada. AHMI and AHMILLC are not affiliated in any way with the National Association of REALTORS® (NAR) or the Canadian Real Estate Association (CREA).

The AHMI training course is accessed via a password-protected membership website. Immediately after purchasing the AHMI training course, you will receive a username and password via email. A printed copy of the AHMI training course will be mailed as a courtesy to each registrant. No part of the AHMI training materials may be reproduced or transmitted in any form or by any means, electronic or mechanical, without AHMILLC's express prior written consent. Any use of the AHMI training course other than your own personal use is strictly prohibited.

After receiving access to the AHMI training course, you may take the certification exam at any time, and make multiple attempts. Notwithstanding the foregoing, the designation term and logo are not used until the eligibility requirements listed under the following section are met.

## Earning the Designation

The Advanced Home Marketing Specialist® designation is awarded on a first-come, first-served basis to individuals who have met the following eligibility requirements:

- (1) Become an AHMI member by registering for the training course and reviewing the materials online or in printed form,
- (2) Complete the designation application and the certification exam via the membership website,
- (3) Wait for approval from AHMI based on passing the certification exam with a minimum score of 80% to demonstrate completion and competence of the training course, a complete and accurate application, and availability in the state/province registered,
- (4) Agree to remit annual designation dues to obtain a license to use the Advanced Home Marketing Specialist® term, logo, and accompanying promotional materials, accessed via a password-protected membership website.

## Applicant Agreement

- (1) The Advanced Home Marketing Specialist® designation is a certification mark registered with the United States Patent and Trademark Office and Canadian Intellectual Property Office, and the ADVANCED HOME MARKETING INSTITUTE® (AHMI) certifies that, to be granted a license to use the designation, a person must meet the following requirements: (a) pass the certification exam with a minimum score of 80% demonstrating completion of the AHMI training course, (b) be a member in good standing with AHMI, and (c) be a licensed REALTOR® in a state/province where the Advanced Home Marketing Specialist® designation is available at the time of submitting the designation application and pass the certification exam via the membership website.

- (2) The Advanced Home Marketing Specialist® designation cannot be used until you have received written notification from AHMI that you have met the above-described requirements. You also understand that the Advanced Home Marketing Specialist® designation is a mark of distinction for each individual agent, it is not awarded to teams or entire companies. If you misuse the designation in any manner at any time, in AHMI's sole discretion, AHMI may terminate your membership and take any other legal action against you that it deems appropriate. You also understand that your certification must be renewed annually, and agree to remit annual dues to keep your membership in good standing with AHMI to have the right to hold and use the designation term, logo, and accompanying promotional material for your personal real estate practice only.
- (3) AHMI is owned by Advanced Home Marketing Institute, LLC (AHMILLC), a company that provides educational courses, training, and marketing tools to real estate professionals. AHMI and AHMILLC are not affiliated in any way with the National Association of REALTORS® (NAR) or the Canadian Real Estate Association (CREA), and the training provided by AHMI is not approved for continuing education credits toward license renewal at this time and may not be approved for such credits in the future. You understand that you may not use the designation in connection with any product or service in a manner that is likely to cause confusion among the public, or in any manner that disparages AHMI or AHMILLC, or in any manner that suggests a sponsorship, affiliation or endorsement with any party other than AHMI.
- (4) By taking the specialized training, being awarded or using the Advanced Home Marketing Specialist® designation, you understand that you cannot rely on any status or positive perception of the designation among your clients, potential clients or general public. The designation is intended only to inform the public that you have participated in the training and meet the certification requirements of AHMI, and no guarantee, either express or implied, is being made by AHMILLC or AHMI that the designation will have any impact in your ability to list or sell real property. In addition, you agree to indemnify, defend and hold harmless AHMILLC and AHMI and irrevocably waive any claim or cause of action, in law or equity, that you may have in the future against AHMILLC, AHMI, and either of their officers, employees, advisors, members, or other persons cooperating with AHMILLC or AHMI, either as a group or as a class, for any act or failure to act in conjunction with any misperception, misrepresentations or liabilities that arise out of your use of the designation, including without limitation use of the designation in connection with representations made to any third party.
- (5) If you are awarded the Advanced Home Marketing Specialist® designation, you agree to abide by the standards and terms as they currently exist and as they may be amended by AHMI, as well as policies that may be announced in the future. If business information is provided on an application, you agree to have your business information published online so AHMI may keep a current record of active designation-holders.

## Availability of the Designation

Registration for the AHMI training course is required before being awarded the Advanced Home Marketing Specialist® designation, but registration does not guarantee availability of the designation or constitute authorization to use the designation. Availability of designation openings is limited by geographic area as published on AHMI's web site(s) or otherwise available from AHMI. Neither AHMI nor any of its affiliates makes any warranty or guarantee regarding availability of openings to be awarded and/or use the designation.

## Eligibility for Continued Use of the Designation

Only persons who are in good standing with AHMI and are active REALTORS®, are current and paid-in-full with designation dues, and have not violated terms herein are authorized to use the Advanced Home Marketing Specialist® designation term, logo, and accompanying promotional materials. AHMI and AHMILLC are not affiliated in any way with the National Association of REALTORS® (NAR) or the Canadian Real Estate Association (CREA).

## Guidelines of Use for the Designation

**Proper use of the Advanced Home Marketing Specialist® designation term or logo on any printed or electronic media include the following:**

- Writing out the full designation term as Advanced Home Marketing Specialist®
- Clearly associated with the person who earned the designation.
- Listed after the name of the person who has earned the designation.
- Use of the logo in black and white or colors supplied by AHMI.

**You are not permitted to use the term or logo any of the following ways:**

- Abbreviated as “AHMS” – you must always write out the full designation term as Advanced Home Marketing Specialist®
- Without the registered trademark symbol – you must always include a ™ or ®
- Without the name of a person who has earned the designation within close proximity to the term or logo.
- Next to a name or picture of a whole team or company.
- Incorporated in or attached to another logo or trademark.
- Changing the colors of the logo from what is supplied by AHMI.
- To imply incorrectly that we endorse or are connected to the services performed by the person who has earned the designation.
- To slander AHMI, or any AHMI-Member or Designation-Holder.
- In any manner that AHMI deems improper or offensive in its sole discretion.

## Termination of Use for the Designation

AHMI reserves the right to terminate Membership or withdraw the Designation from any person based on violation of AHMI policies or any illegal or unethical act, at the sole discretion of AHMI, including removal or updated status from any printed or electronic publication showing Designation-Holders name or likeness.

## Illegal Use of the Designation

Persons or companies who use the Advanced Home Marketing Specialist® designation term, logo, or accompanying promotional materials before being awarded authorization or after termination for any cause, are subject to prosecution under Federal and international trademark law and may also be subject to action for violating Article 12-13 of the REALTOR® Code of Ethics governing the use of professional designations only by individuals who have been legitimately entitled.

# AHMI Terms of Use

## License Grant

Subject to the terms and conditions of this Agreement, AHMILLC hereby grants you a limited, non-exclusive, non-transferable, **single-user license** to access and use the Service solely on a server controlled by AHMILLC and solely for your own personal real estate practice. The license granted herein is expressly conditioned on your continued compliance with the terms and conditions of this Agreement. Although the license granted herein is non-exclusive, AHMILLC will use commercially reasonable efforts to restrict the number of licenses granted within certain geographic areas.

Your use of the Service is limited to the scope of the license granted in this Agreement and this Agreement does not permit you to use the Service other than as provided herein. You acknowledge that the Service constitutes valuable trade secrets and/or the confidential information of AHMILLC or its licensors. You acknowledge and agree that except as otherwise authorized under this Agreement or otherwise specified in writing between the parties:

- a. You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, grant a security interest in, or otherwise transfer any rights to, or commercially exploit, the Service or any information, documents, software, products and services contained or made available to you in the course of using the Service (the "Content") or use the Service to run or as part of a service bureau, outsourced, or managed services arrangement;
- b. You shall not copy, reproduce, republish, upload, post, transmit or distribute the Service or the Content in any way;
- c. You shall not modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the Service or the Content;
- d. You shall not knowingly or negligently permit other individuals or entities to use or copy the Service, or create Internet "links" to the Service or "frame" or "mirror" the Service on any other server or wireless or Internet-based device;
- e. You shall not access the Service for any reason, including without limitation, in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, (c) copy any ideas, features, functions or graphics of the Service, (d) monitor its availability, performance or functionality, or (e) for any other benchmarking or competitive purposes;
- f. You shall not access the Service if you sell or provide any service, software, or product that may compete with AHMILLC's or AHMI's services, software, or products, which include, but are not limited to, real estate referral systems and services (a "Competitor");
- g. You shall not attempt to use or gain unauthorized access to data, accounts, hosts, systems or networks of AHMILLC or AHMI or any of their customers or suppliers, or those of any other party; breach the security of another user or system, or attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you or logging into or making use of a server or account you are not expressly authorized to access;
- h. You shall not attempt to probe, scan or test the vulnerability of a system, account or network of AHMILLC or AHMI or any of their customers or suppliers, any AHMILLC or AHMI product or service, or those of any other party;

- i. You shall not interfere, or any attempt to interfere, with service to any user, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system or distribute programs that "crack," or make unauthorized changes to, the software;
- j. You shall not forge any TCP-IP packet header or any part of any header information, falsify, alter or remove address information or other modification of e-mail headers; collect responses from unsolicited bulk messages, falsify references to AHMILLC, AHMI or the Service, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- k. You shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- l. You shall not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any AHMILLC or AHMI (or AHMILLC or AHMI supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any AHMILLC or AHMI (or AHMILLC or AHMI supplier) facilities used to deliver the Service;
- m. You shall not create or use any program, tags, markers, bots, mousetraps, highjackers or other similar computer routines or sub-routines to automatically access or manipulate the Service; and
- n. You shall not knowingly: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; or (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights.

Because of the difficulty associated with quantifying damages, in addition to any other damages to which AHMILLC may be entitled, if actual damages cannot be reasonably calculated then you agree to pay AHMILLC liquidated damages of \$250 for each violation of this Section 2 or the maximum liquidated damages permitted under law, whichever is greater; otherwise you agree to pay AHMILLC's actual damages, to the extent such actual damages can be reasonably calculated.

## Payment Terms

The Services are offered for a flat fee published on AHMI/AHMILLC's web site(s) or otherwise available from AHMILLC. In exchange for your payment, you will receive access to the Service and a limited-license to use the Content for your personal real estate practice only. Refunds are not issued for annual designation dues and are only issued upon request within the first 60 days after ordering the training course, or until being awarded the designation, whichever is sooner. By applying for the designation, you agree to have the annual designation dues subscription fee automatically charged to your account each year at the stated price until you notify AHMILLC you wish to cancel. You may cancel your subscription with 30 days notice by notifying AHMILLC in writing. If you cancel, you are strictly prohibited from using any and all of the terms, logos, and all materials that are part of the Service.

## Your Obligations

You are responsible for all activity occurring when the Service is accessed through your password and you shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify AHMILLC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AHMILLC immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; (iii) notify AHMILLC when you no longer require access to the Service; and (v) keep all of your profile information current. You are also solely and exclusively responsible for providing and maintaining all computer hardware, telephone and other equipment necessary to operate the licensed Service and the internet service required to access the Service over the Internet. AHMILLC shall have no responsibility for the procurement, operation or compatibility of your hardware or capabilities of your internet service provider.

## Account Access

Where use of the Service is contingent on you and your users accessing an "account" and/or inserting a "user-identification" and/or "password", you agree that you will be solely responsible for the user-ids and passwords that are provided to you (as such passwords may be changed from time to time in accordance with features of the Service) to log-in to the password protected Service. If non-authorized individuals have access to your systems or to your users' user-id and password, they may be able to use the Service. You and your users shall keep any correspondence you receive relating to or through the use of the Service (including, but not limited to, your user-id, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party. You will be responsible and liable for all communications and actions that take place through the use of your user-ids, including without limitation, any actions that occur without your authorization. Accordingly, it is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent.

## Intellectual Property Ownership

All right, title and interest in the Service, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to AHMILLC or its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Service constitutes a valuable trade secret and/or is the confidential information of AHMILLC or its licensors. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Service, in whole or in part. All content and materials included as part of the Service, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the "Works") are the property of AHMILLC or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Works are copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and AHMILLC owns a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete,



augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause AHMILLC and its licensors irreparable injury, which may not be remedied at law, and you agree that AHMILLC and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

## **Trademarks**

The AHMILLC and AHMI name, logo, other related names, design marks, product names, feature names and related logos are trademarks of AHMILLC and may not be used, copied or imitated, in whole or in part, without the express prior written permission of AHMILLC. In addition, the look and feel of the Service (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of AHMILLC and may not be copied imitated or used, in whole or in part, without the express prior written permission of AHMILLC.

## **Term; Termination; Suspension of Service**

The term of this Agreement commences on your first use of the Service and continues through any subsequent use of the Service thereafter. Any unauthorized use of the Service will be deemed a material breach of this Agreement. AHMILLC, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement or AHMILLC's then-current payment or refund policies. In addition, AHMILLC may terminate a free account at any time in its sole discretion. If Service is suspended, whether for non-payment or any other reason, in order to reinstate service, you must re-subscribe to the Service, including the payment of any fees required to be paid by a new subscriber.

## **Representations & Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, you must immediately stop using the Service.

## **Indemnification**

You shall defend, indemnify and hold AHMILLC and AHMI harmless from and against any and all losses, damages, liabilities, costs, judgments, charges and expenses, including reasonable attorneys' fees, arising out of or relating to any act or omission by you with respect to (i) your use of the Service or (ii) your breach or violations of this Agreement.

## Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SERVICE IS PROVIDED "AS-IS" AND "WITH ALL FAULTS", AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AHMILLC, AHMI, INCLUDING EACH OF THEIR AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "AHMILLC PARTY(IES)") DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY AND NON-INTERFERENCE; (B) NEITHER AHMILLC NOR ANY AHMILLC PARTY WARRANTS THAT (i) THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (ii) THE SERVICE WILL MEET YOUR REQUIREMENTS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF AHMILLC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) AHMILLC AND THE AHMILLC PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE FORMS, DATA, REPORTS, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND NEITHER AHMILLC NOR ANY OF THE AHMILLC PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

## Interruption of Service

YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SERVICE, INCLUDING, THE PUBLIC TELEPHONE, COMPUTER NETWORKS AND THE INTERNET OR TO TRANSMIT INFORMATION, WHETHER OR NOT SUPPLIED BY YOU OR AHMILLC, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT THE ACCESS TO AND/OR THE USE OR OPERATION OF THE SERVICE. NEITHER AHMILLC NOR ANY OF THE AHMILLC PARTIES SHALL BE LIABLE FOR ANY INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO AND/OR USE OF THE SERVICE.

## Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL EITHER AHMILLC OR AHMI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOOD WILL,

EVEN IF AHMILLC OR AHMI HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NEITHER AHMILLC NOR AHMI SHALL BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF AHMILLC AND AHMI IN CONNECTION WITH THE SERVICE AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE PAYMENTS MADE TO AHMILLC FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM IN THE SIX (6) MONTHS PRIOR TO SUCH CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICE MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED. YOU ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE REMEDIES FAIL THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, YOU WOULD HAVE PAID A HIGHER FEE FOR THE SERVICE PROVIDED HEREUNDER. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## Local Laws and Export Control

You acknowledge that the Service, which may include technology and software, may be subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Service is rendered and/or received. You agree to abide by those laws and regulations. You are solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. AHMILLC's agreement to provide the Service is contingent upon the issuance of any applicable export license required by the United States Government; AHMILLC is not liable for delays or failure to deliver Service or a product resulting from your failure to obtain such license or to provide such certification.

## Notice

AHMILLC may give notice by means of a general notice via the Service, electronic mail to your e-mail address on record in AHMILLC's account information, or by written communication sent by first class mail or pre-paid post to your address on record in AHMILLC's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to AHMILLC (such notice shall be deemed given when received by AHMILLC) at any time by the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Advanced Home Marketing Institute, P.O. Box 1263 O'Fallon, IL 62269, ATTN: President.

## Modification to Terms

AHMILLC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of AHMILLC but may be assigned without your consent by AHMILLC to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a Competitor of AHMILLC directly or indirectly owning or controlling 50% or more of you shall entitle AHMILLC to terminate this Agreement for cause immediately upon written notice.

## Customer Communications; Disclosure

From time-to-time AHMILLC may ask whether or not you wish to receive marketing and other non-critical Service-related communications. You may elect not to receive such communications at that time or opt-out of receiving such communications at any subsequent time by notifying AHMILLC. Because the Service is a hosted, online application, AHMILLC may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. AHMILLC reserves the right to disclose that you are a user of the Service.

## General

- a. This Agreement shall be governed by Arizona law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Tucson, Arizona.
- b. Any cause of action you may have with respect to your use of the Service must be commenced within one (1) year after the claim or cause of action arises.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.
- d. It may be necessary for AHMILLC to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Service or result in a partial or complete outage of the Service. AHMILLC provides no assurance that you will receive advance notification of such activities or that the Service will be uninterrupted or error-free. Any degradation or interruption in the Service shall not give rise to a refund or credit of any fees paid by you.
- e. No joint venture, partnership, employment, or agency relationship exists between you and AHMILLC as a result of this agreement or use of the Service. The failure of AHMILLC to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AHMILLC in writing.
- f. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority.
- g. If you have not entered into another agreement with AHMILLC regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and AHMILLC and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and AHMILLC have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and AHMILLC, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.