



## END USER LICENSE AGREEMENT

By accessing or using the DealFlowGame.com web site and/or DealFlow Game live events (hereinafter referred to as ("DealFlowGame.com", "DealFlow", the "Site", "DealFlowGame" either separately, collectively or in any combination thereof), you hereby accept and agree to comply with the terms and conditions set forth in this End User License Agreement ("User Agreement"). This User Agreement is a binding agreement between you and DealFlowGame.com, and governs your access and use of the Site, which includes any information, data, tools, products, services and other content (together, "Content") available on or through the Site. You may contact DealFlowGame.com with questions about the terms and conditions of this User Agreement.

DealFlowGame.com and/or its employees and/or management are not in the real estate brokerage business. User agrees to seek real estate counsel licensed in their appropriate state and User has retained such counsel to aid in the acquisition of real estate and or financing instruments. Furthermore, User acknowledges DealFlowGame.com is not licensed with the California Department of Real Estate [DRE] and it is expressly acknowledged by User the User will not seek nor rely on counsel from DealFlowGame.com and/or its employees and/or management with respect to real estate transactions.

**PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE DEALFLOWGAME.COM'S WEBSITE AND/OR ATTENDING A LIVE EVENT. EACH TIME YOU DO EITHER YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS USER AGREEMENT IN ITS THEN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED IN THIS USER AGREEMENT, DO NOT USE THE WEBSITE OR ATTEND A LIVE EVENT.**

**WHEREAS**, the DealFlowGame.com and the live game "DealFlowGame" develops, maintains, and licenses access to experiential real estate investment and business learning and management tools allows real estate investors, business owners and/or registered users to aggregate relationships, resources and acquisitions more effectively and efficiently at [www.DealFlowGame.com](http://www.DealFlowGame.com) through their licensed real estate counsel; and

**WHEREAS**, Customer wishes to use DealFlowGame.com and obtain such related services, and DealFlowGame.com desires to provide such services to Customer; and Customer represents and warrants that Customer has full authority and all rights necessary to enter into and fully perform all Customer obligations pursuant to this User Agreement; Customer has not and will not enter into any agreement or perform any act which might contravene the purposes and/or effects of this User Agreement; and Customer will not delete, modify, exchange or use any Content without this User Agreement controlling such use. Customer acknowledges and accepts all materials on the website and/or live event are copyright materials and cannot be reproduced or used in any manner without the express written consent of DealFlow.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. DEFINITIONS

**1.1 Definitions.** For purposes of this Agreement, the definitions set forth below shall be applicable:

**"Authorized User"** means an individual using DealFlow Game in a live event or on the Site as well as an employee or contractor of Customer who is acting within the scope of a formal employment or agency relationship and who agrees to be bound by the terms of this Agreement.

**"Front End Code"** means the user interface display and usability platform. This includes but is not limited to the layout, color scheme, HTML pages and source code etc.

**"Back End Code"** means the DealFlowGame.com application specific source code. This includes but is not limited to the database schema, field definitions, table relationships, marketing automation, workflow management, application methodology, linking and interface coding etc.

## ARTICLE II. OWNERSHIP AND USE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, DealFlowGame.com hereby grants to Customer and Customer hereby accepts a nonexclusive, nontransferable license to establish Online Access to the Site to obtain real estate acquisition candidates and deal tracking, document preparation and other related business functions as the Software is designed to perform.

**2.2 Title.** DealFlowGame.com shall retain all right, title, and interest (including all copyrights, patents pending or patents issued, service marks, trademarks and other intellectual property rights) in and to Site, including any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes thereto, and all related information, material and documentation, etc. Except for the license granted pursuant to this Agreement, Customer shall not acquire any interest in the Site or any other services or materials, or any copies or portions thereof, provided by DealFlowGame.com or any of its related entities pursuant to this Agreement. Customer may not decompose, decompile, reverse engineer, disassemble or otherwise deconstruct all or any portion of the Site. Customer may not publish, broadcast, retransmit, reproduce, repackage, frame, commercially exploit, create any derivative of or otherwise redistribute all or any portion of the Site except as explicitly permitted in this User Agreement. Customer may discuss information that you learn from the Site with your financial, legal or tax advisors, and others with whom you share investment decisions. Customer may not remove any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Site.

**2.3 Customer Ownership of prospect, customer and employee Data.** Any Customers Company-specific Data provided to DealFlowGame.com here under, either in hardcopy or electronic format is and shall remain Customer's property, subject to the terms set forth herein. Any Customer criteria for acquiring real estate provided to DealFlowGame.com can and will be used by DealFlowGame.com for the purposes of tracking and facilitating transactions with or without Customer participation. The automated and/or systematic collection of data from [www.DealFlowGame.com](http://www.DealFlowGame.com) is strictly prohibited.

**2.4 DealFlowGame.com intellectual property ownership and restrictions to product use.** DealFlowGame.com shall retain all rights to proprietary application development, business and technical methodologies, implementation, business processes and all other aspects of The DealFlowGame.com Analytical Tool business, application(s) and services. Under no circumstances, will the Customer be permitted to use any Front or Back End Code to their advantage (or) the advantage of their partner company's (or) potential partner company's outside of the intended design and implementation for which the original service subscription agreement was executed. The technology and business methodologies are proprietary and the sole property of DealFlowGame. Any technology or business replication of any aspect of the application or services provided used for the gain of the Customer or above mentioned business partners or for the use of any level of a competitive nature regarding these proprietary elements is strictly prohibited.

**2.5 Terms and Conditions.** The undersigned Customer hereby knowingly and specifically agrees to comply with all requirements set forth by DealFlowGame.com as to how the Site will be used including but not limited to the number of users, the method and manner in which the Site is accessed. It is expressly understood the Site is the intellectual property of DealFlowGame.com and any attempts to copy, duplicate, imitate, share or modify the Site will be treated as a patent copyright or trademark infringement. If you violate any of the terms of service and/or any author copyright on [www.DealFlowGame.com](http://www.DealFlowGame.com) or with the Site, you agree to be held liable at minimum for all attorney fees and statutory damages awarded upon a copyright infringement lawsuit that may be brought against you. Please read Section 504(c)(2) (<http://www.copyright.gov/title17/92chap5.html> - 504).

It is further understood, acknowledged and consented, the Customer bears all responsibility for verifying the accuracy and legal validity of all documents generated by the Site including but not limited to Syndication and/or Partnership Agreements, Authorizations, Purchase and Sales Agreements, Deeds, Trust Agreements, Assignment of Trusts, Assignment of Beneficial Interests and Land Trust, Authorization to Release, Affidavit of Understanding and Addendum to Purchase and Sales Agreement, Agreement and Declaration of Land Trust, Limited Durable Power of Attorney, Escrow Directions, Letter of Interest, Proof of Funds. Furthermore, Customer agrees to release DealFlowGame.com and the Site from any and all liability, cost, or expenses Customer may incur as a result of using any of the documents, procedures, worksheets, formulas, marketing strategies, project estimation, selling system, appraisals and brokers price opinions. It is expressly understood Customer interacts with DealFlow at their own risk and bears all responsibility for any lost, incomplete, or missing data or unsuccessful real estate deals or transactions. Any attempts to alter, copy, modify or otherwise infringe upon the intellectual property of DealFlow Game by the Customer is subject to any and all remedies provided by law.

In an effort to prevent the unauthorized or inadvertent release of any of the concepts, ideas or information contained or provided in the Site to an unintended recipient the parties agree the undersigned Customer limit the access to and usage of the Site to the following specifically named person registered on the Site or for a live event. Each of who will be assigned their own separate password and username. The contents of the password protected area of the website are subject to the confidentiality provisions of the respective Customer documents. Customer must keep their password confidential. Customer may receive a password to

password. Customer may not disclose their password to any third party. Customer accepts full responsibility for any use of your password. Customer must notify DealFlowGame.com immediately of any actual or suspected loss, theft or unauthorized use of Customer's password. DealFlowGame.com is not obligated to inquire as to the authority or propriety of any use of or action taken under Customer's password. DealFlowGame.com will not be responsible for any loss to Customer arising from such use or action or from Customer's failure to comply with these provisions.

Upon initial usage and operation of the Site if the Customer believes that existing software owned by or developed by Customer is similar in operation, appearance, function, method of use to the Site in any way Customer shall immediately (within 48 hours) notify DealFlowGame.com of all such similarities. Failure to so notify DealFlowGame.com will be seen as conclusive proof in favor of DealFlowGame.com in any potential question as to the source of any idea, concept or function in any intellectual property, copyright, trademark or patent dispute.

**2.6 All Content is for informational purposes only.** Nothing on the Site is an offer or solicitation to buy or sell any security. Although the Site may include investment-related information, nothing on the Site is a recommendation that Customer purchase, sell or hold any security or other investment, or that Customer pursue any investment style or strategy. DealFlowGame.com does not give any advice or make any representations through the Site as to whether any security or investment is suitable to Customer or will be profitable. Nothing on the Site is intended to be, and Customer should not consider anything on the Site to be, investment, accounting, tax or legal advice. If Customer would like investment, accounting, tax or legal advice, Customer should consult with Customer's own financial advisors, real estate professionals, accountants or attorneys regarding Customer's individual circumstances and needs. There are various risks you assume in relying on the Content. Dated Content speaks only as of the date indicated. DealFlowGame.com makes reasonable efforts to provide accurate Content, but at times DealFlowGame.com may not promptly update or correct the Site even if DealFlowGame.com is aware it is inaccurate, outdated or otherwise inappropriate. DealFlowGame.com may change all or any portion of the Site at any time without notice to Customer. DealFlowGame.com does not endorse the opinions of, or warrant the accuracy of facts or other Content contributed by, any third party. Customer agrees DealFlowGame.com is not liable for any action Customer takes or decision Customer makes in reliance on any Content. The amount of data available varies substantially from area-to-area and circumstances may exist or arise which may prevent DealFlowGame.com from providing data or achieving complete representation of all data elements of the Site Content shall not be construed as or constitute a representation as to the condition of title to real property. The Site may not include all recorded conveyances, instruments or documents that impart constructive notice with respect to any chain of title described in Content. Customer further acknowledges that the sale amount data element of any deed transaction data included in the Content is not available in some states and some such sale amount data are estimates of value based on available data and are not calculated by the site.

**2.7 Website Usage.** DealFlowGame.com is not liable for any technological problems and any impact that they may have. All or any portion of the Site may not be available and may not function properly at any time. DealFlowGame.com makes reasonable efforts to avoid technological problems, but at any time the Site may have and may cause technological problems such as viruses and other damaging computer programming routines or engines. DealFlowGame.com takes reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but DealFlowGame.com disclaims liability for any interception of data or communications. DealFlowGame.com makes reasonable efforts to ensure that the Site is secure but DealFlowGame.com does not guarantee the security of the Site. DealFlowGame.com is not liable for any damage or injury caused by the performance or failure of performance of all or any portion of the Site. DealFlowGame.com is not liable for any defects, delays or errors in or resulting from Customer's use of the Site. DealFlowGame.com is not responsible for information on any third party web site that is referred in, or accessible or connected by hyperlink to, the Site. If Customer accesses any third party web site through the Site or otherwise, Customer does so at Customer's own risk. Hyperlinks to or from the Site does not constitute third party endorsement of, sponsorship by or affiliation with DealFlowGame.com.

**2.8 Privacy Policy.** DealFlowGame.com has the right but not the obligation to monitor and record activity on the Site and respond as it deems appropriate. DealFlowGame.com may monitor and record activity on the Site for any reason or for no reason. DealFlowGame.com may investigate any complaint or reported violation of our policies. DealFlowGame.com may report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials or other persons or entities that we deem appropriate. DealFlowGame.com may issue warnings, suspend or terminate use of the Site, deny access to all or part of the Site or take any other action that we deem appropriate. DealFlowGame.com will abide by its privacy policy. Personal non-public information gathered from you will be governed by our Privacy Policy.

## ARTICLE III. FEES

**3.1 Subscription Fees.** In consideration of the license granted pursuant to Section 2.1, and for the Services, Customer shall pay DealFlowGame.com the currently advertised activation fee and the current monthly access fee. Customer shall pay for the Activation and Access Fees immediately upon signing (electronic or actual) this Agreement. There after, DealFlowGame.com shall charge Customer's credit/debit card on a monthly basis for monthly access charges. Any charges not paid when due are subject to interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum interest rate allowed by applicable law. There is no pro-rated use of the Activation or monthly access fee in the event of cancellation.

**3.2 Licensing Fees.** In consideration of the license granted pursuant to Section 2.1, and for the Services, Customer shall pay DealFlowGame.com the currently advertised licensing fee and the Site User acknowledges this licensing fee is not for real estate brokerage or a real estate sales commission but expressly for the Site process.

**3.3 Real Estate Broker/Agent Commissions Fees.** In no event will DealFlowGame.com be liable for any real estate Broker/Agent Commission Fees. Customer acknowledges DealFlowGame.com is not a licensed Real Estate Broker/Agent and is not charging fees associated with real estate sales or brokerage. Specifically, DealFlowGame.com develops, maintains, and licenses access to experiential real estate investment and business learning and management tools allowing real estate investors, business owners and/or registered users to aggregate relationships, resources and acquisitions more effectively and efficiently at [www.DealFlowGame.com](http://www.DealFlowGame.com) through their licensed real estate counsel.

**3.4 Compliance Audits.** DealFlowGame.com reserves the right, at its own expense, to select an independent auditor to audit Customer for the purpose of ensuring Customer's compliance with the terms and conditions of this Agreement, after providing Customer with reasonable notice thereof. If such audit indicates there has been a material breach in Customer's compliance of the Agreement, DealFlowGame.com shall provide Customer with written notice of such material breach. If Customer does not cure the breach within three (3) days of receipt of written notice from DealFlow Game, DealFlow Game may terminate the Agreement and pursue any and all other legal remedies. Should Customer not cooperate with DealFlow Game's reasonable request to audit for compliance within three (3) days of notice thereof, DealFlowGame.com may immediately terminate the contract and pursue any and all legal remedies.

#### ARTICLE IV. CONFIDENTIALITY

**4.1 Confidentiality.** Each party agrees the Customer company associated Data (referred to herein as the "Customer Confidential Information") and any and all documentation and information pertaining to the Site (referred to herein collectively as the "the Site Confidential Information") is the confidential property of Customer and DealFlowGame.com, respectively (Customer Confidential Information and the Site Confidential Information referred to hereinafter collectively as the "Confidential Information"). The party receiving the Confidential Information, including such party's employees, officers, directors and agents, (collectively, the "Receiving Party") shall hold in confidence all Confidential Information and shall not disclose or distribute Confidential Information, or any portion thereof, in any form or format to any person except on a strict "need to know" basis for the purpose of performance of this Agreement, or as required by valid legal process. Customer agrees it shall not copy, alter, decompile, disassemble, reverse engineer, or otherwise modify (except with DealFlow Game's prior written consent) or directly or indirectly disclose any DealFlowGame.com Confidential Information. Confidential Information under this Section shall not include information that: (i) is or has become publicly available without restriction through no fault of the Receiving Party; or (ii) has been received without restriction from a third party lawfully in possession of such information.

**4.2 Non-Circumvention.** Customer and/or Authorized User hereby covenants and agrees, for itself, its partners and affiliates, ventures, officers, directors, shareholders, subsidiaries, employees, agents, representatives, successors and consultants, that for a period of twenty-four (24) months following the last action performed by either Party related to the Transaction (the "Non-Circumvention Period"), unless otherwise agreed to in writing, that Customer shall not directly or indirectly (i) circumvent DealFlow Game or deal directly with any third party in regard to any Transaction, (ii) encourage or cause its clients or affiliates to circumvent DealFlow or deal directly with any third party in regard to any Transaction, or (iii) enter into any other transaction that is in any way competitive with the Transaction that would be detrimental to either DealFlow's interest (hereof are referred to individually and/or collectively as "Prohibited Circumvention Acts"). If Customer engages in any Prohibited Circumvention Act, DealFlow shall be entitled to all remedies upon breach described in this Agreement.

**4.3 Remedies Upon Breach.** A breach of this Agreement by Customer or any of its Representatives may involve an irreparable loss to the other for which damages at law would be inadequate; and, accordingly, in such event, DealFlow shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to enjoin the Party and its Representatives from violating any of the terms of this Agreement, to enforce the specific performance by the Customer and its Representatives of the terms of this Agreement, and to obtain damages, or any of them, but nothing herein contained shall be construed to prevent such remedy or combination of remedies as DealFlow may elect to invoke. The failure of DealFlow to promptly institute legal action upon any breach of this Agreement shall not constitute a waiver of that or any other breach hereof.

**4.4. Injunction.** It is agreed that if Customer violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate DealFlow. Therefore, DealFlow will be entitled to seek injunctive relief (i.e., a court order that requires Recipient to comply with this Agreement) to enforce the terms of this Agreement.

#### ARTICLE V. TERM & TERMINATION

**5.1 Term.** Unless otherwise stated in the Order Confirmation, the initial term of this Agreement begins on the Effective Date and shall continue month-to-month until terminated as provided for in this Section. Although this Agreement may not be terminated without cause during the term, either party may forego automatic renewal by given the other party not less than three (3) calendar days written notice of termination prior to the expiration of the then-current term. If either party breaches any provision of this

provided such breach is not cured within three (3) days after such notice. Notwithstanding the foregoing, if Customer is in breach under the Fees section of this Agreement, DealFlowGame.com may terminate this Agreement effective three (3) days after giving Customer written notice of such breach, unless Customer shall have remedied the breach within such three (3) day period. Upon termination of this Agreement by either party, Customer, at its own expense, shall return all documents, services and materials to DealFlowGame.com or certify all documents, services and materials have been destroyed within three (3) calendar days of termination and any amounts unpaid by Customer shall become immediately due and payable. Should Customer fail to return or certify the destruction of all documents, services and materials to DealFlowGame.com, Customer shall pay to DealFlowGame.com a perpetual license fee for the Site.

**5.2 Termination Without Cause.** Either party may terminate this Agreement by providing three (3) calendar days notice to the other party. Customer cancellations can only be done by phone conversation with a DealFlowGame.com representative and followed by written communication by email to [support@DealFlowGame.com](mailto:support@DealFlowGame.com). There is no prorated use of the Activation and or monthly access fee in the event of cancellation.

**5.3 Fees, Return of Data.** In the event of termination or expiration of this Agreement, all Fees due and payable to DealFlowGame must be paid in full. At DealFlow Game's election, upon its receipt of all such Fees, or after notice of intent to terminate has been received from the Customer by DealFlowGame.com, DealFlowGame.com will remove Customer from the environment. All appraisals, Broker Price Opinions, Customer criteria for acquiring real estate as well as documentation between the Parties including but not limited to Syndication and/or Partnership Agreements, Authorizations, Purchase and Sales Agreements, Deeds, Trust Agreements, Assignment of Trusts, Assignment of Beneficial Interests and Land Trust, Authorization to Release, Affidavit of Understanding and Addendum to Purchase and Sales Agreement, Agreement and Declaration of Land Trust, Limited Durable Power of Attorney, Escrow Directions, Letter of Interest, Proof of Funds will remain with DealFlowGame.com Partners and may not be used by Customer in any manner to compete with DealFlowGame.com or any of its current or future Customers for a period of at least Thirty-Six (36) months.

**5.4 Standard Marketing.** DealFlowGame.com reserves the right to use Customer name and credentials in an appropriate and acceptable manner for standard marketing promotions including e-mail promotions. Acceptable and standard marketing promotions include but are not limited to: Client listings, press releases, surveys, interviews, reputable business publications, television, radio and web site presentation and promotion etc. Please provide written instructions to [support@DealFlowGame.com](mailto:support@DealFlowGame.com) if you would like to be removed from any marketing or promotions from DealFlowGame.com.

## ARTICLE VI. WARRANTIES/LIMITATION OF LIABILITY/INDEMNITY

**6.1 Disclaimer of warranties.** This agreement is an agreement for services. Notwithstanding the foregoing DealFlowGame.com specifically disclaims all warranties with regard to the Site and services, express or implied, including the warranties of merchantability, non-infringement, uninterrupted service or fitness for a particular purpose including but not limited to any transactions. Specifically, DealFlowGame.com does not warrant the accuracy of data or inventory available in the Site. DealFlow Game's liability with respect to the Site is limited to the maximum extent permitted by Law. In no event will DealFlowGame.com or any of DealFlow's affiliates, agents or employees be liable for any indirect, incidental, special, punitive or consequential damages caused arising out of this User Agreement, the Site, the inability to use the Site. DealFlowGame.com neither assures nor assumes any liability to any person or entity for the proper performance of services necessary to the conduct of a real estate closing. Customer shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by Federal, State, or Local statute, law or regulation applicable to Customer's use of DealFlowGame.com makes no representations or warranties about the legality or propriety of the use of the service in any jurisdiction, state or region.

**6.2 Limitation of liability.** THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." DEALFLOWGAME.COM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS. WITHOUT LIMITING OUR GENERAL DISCLAIMER, DEALFLOWGAME.COM DOES NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THE SITE OR ANY PART OF THE CONTENT. DEALFLOWGAME.COM'S LIABILITY WITH RESPECT TO THE SITE IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT WILL DEALFLOWGAME.COM OR ANY OF DEALFLOWGAME.COM'S AFFILIATES, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED ARISING OUT OF THIS USER AGREEMENT, THE SITE, THE INABILITY TO USE THE SITE. DEALFLOWGAME.COM'S LIABILITY IS LIMITED EVEN IF DEALFLOWGAME.COM HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES CUSTOMER SUFFERS OR IF ANY REMEDY CUSTOMER HAS FAILS OF ITS ESSENTIAL PURPOSE. UNDER ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DEALFLOWGAME.COM, ITS AGENTS AND EMPLOYEES TO ANY USER OF THE SITE WITH RESPECT TO THE SITE IS \$100. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

Customer will be responsible for any liability to DealFlowGame.com arising out of Customer's breach of this User Agreement or Customer's use of the Site. Customer agrees to indemnify, defend and hold harmless DealFlowGame.com and its affiliates, agents, employees and third party sources from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that arise from or relate to: Customer's use of the Site, Customer's breach of this User Agreement or any representation, warranty or covenant made by Customer in this User Agreement, Customer's violation of any applicable law, statute, ordinance, regulation or of any third party's rights, or claims asserted by third parties which, if proven, would place Customer in breach of representations, warranties, covenants or other provisions contained in this User Agreement.

**6.3 Customer Warranty.** Customer represents and warrants that it shall, at all times, comply with, and shall remain solely responsible for compliance with, all applicable Federal, State and Local laws and regulations. Customer shall indemnify and hold DealFlowGame.com harmless from and against any and all damages, costs, losses, claims, causes of action and lawsuits and expenses, including reasonable attorneys' fees, relating to breach of the aforementioned representation and warranty. Customer represents and warrants that it shall fully comply with the DealFlowGame.com Acceptable Use Policy, which is incorporated herein by reference.

**6.4 Legal Documents and Forms.** Customer understands and acknowledges that any real estate form and legal document created by using the DealFlowGame.com Analytical Tool must be reviewed by customer's own legal, tax and investment counsel to verify its accuracy and validity. DealFlowGame.com is not authorized to practice law and each jurisdiction has different legal and procedural requirements.

**6.5 DealFlowGame.com and Private Lending.** Customer understands and acknowledges in the event Customer chooses to implement any real estate transaction in conjunction with the Site usage of each real estate form and each legal document created or inspired by the Site or live Game must be reviewed by Customer's own attorney to verify its accuracy, applicability and validity. Customer further acknowledges DealFlowGame.com is not authorized to practice law and each jurisdiction in which Customer may be engaging in business activities may have differing and various legal and procedural requirements for real estate investing and/or private lending. Furthermore, the Customer understands and acknowledges that local, state and Federal regulations apply to private lending activities, therefore the Customer agrees to not remove, tamper or alter the following disclosure provided by DealFlowGame.com as part of the DealFlow Game use:

**DISCLOSURE: This is not a public offering. This is not an offer or an invitation to sell or a solicitation of any offer to purchase any real estate or securities in the United States or any other jurisdiction. Any securities or real estate offered will only be offered or sold directly or indirectly in the states or in the states in which they have been registered or have been offered under an appropriate exemption.**

Furthermore, the Customer understands, acknowledges and hereby readily agrees to indemnify and hold DealFlow Game as well as all of its officers, directors, members, employees, consultants and legal counsel harmless of any potential liability or litigation that may result from the usage of these materials or in inappropriate private lending transactions.

#### **EARNINGS & INCOME DISCLAIMERS**

**ANY EARNINGS OR INCOME STATEMENTS, OR EARNINGS OR INCOME EXAMPLES, ARE ONLY ESTIMATES OF WHAT DEALFLOWGAME.COM THINKS CUSTOMER COULD EARN. THERE IS NO ASSURANCE CUSTOMER WILL DO AS WELL. IF CUSTOMER RELIES UPON DEALFLOWGAME.COM'S FIGURES, CUSTOMER MUST ACCEPT THE RISK OF NOT DOING AS WELL.**

**WHERE SPECIFIC INCOME FIGURES ARE USED, AND ATTRIBUTED TO AN INDIVIDUAL OR BUSINESS, THOSE PERSONS OR BUSINESSES HAVE EARNED THAT AMOUNT. THERE IS NO ASSURANCE CUSTOMER WILL DO AS WELL. IF CUSTOMER RELIES UPON DEALFLOWGAME.COM'S FIGURES, CUSTOMER MUST ACCEPT THE RISK OF NOT DOING AS WELL.**

**ANY AND ALL CLAIMS OR REPRESENTATIONS, AS TO INCOME EARNINGS ON OR THROUGH THIS WEB SITE, ARE NOT TO BE CONSIDERED AS AVERAGE EARNINGS. TESTIMONIALS ARE NOT REPRESENTATIVE. THERE CAN BE NO ASSURANCE ANY PRIOR SUCCESSES, OR PAST RESULTS, AS TO INCOME EARNINGS, CAN BE USED AS AN INDICATION OF FUTURE SUCCESS OR RESULTS.**

**MONETARY AND INCOME RESULTS ARE BASED ON MANY FACTORS. DEALFLOWGAME.COM HAS NO WAY OF KNOWING HOW WELL CUSTOMER WILL DO, AS WE DO NOT KNOW CUSTOMER, CUSTOMER'S BACKGROUND, CUSTOMER'S WORK ETHIC, OR CUSTOMER'S BUSINESS SKILLS OR PRACTICES. THEREFORE WE DO NOT GUARANTEE OR IMPLY THAT CUSTOMER WILL WIN ANY INCENTIVES OR PRIZES THAT MAY BE OFFERED, GET RICH, THAT CUSTOMER WILL DO AS WELL, OR MAKE ANY MONEY AT ALL. THERE IS NO ASSURANCE CUSTOMER WILL DO AS WELL. IF CUSTOMER RELIES UPON DEALFLOWGAME.COM'S FIGURES: CUSTOMER MUST ACCEPT THE RISK OF NOT DOING AS WELL.**



**REAL ESTATE BUSINESSES AND EARNINGS DERIVED THEREFROM, HAVE UNKNOWN RISKS INVOLVED, AND ARE NOT SUITABLE FOR EVERYONE. MAKING DECISIONS BASED ON ANY INFORMATION PRESENTED IN OUR PRODUCTS, SERVICES, OR WEB SITE, SHOULD BE DONE ONLY WITH THE KNOWLEDGE CUSTOMER COULD EXPERIENCE SIGNIFICANT LOSSES, OR MAKE NO MONEY AT ALL. ONLY RISK CAPITAL SHOULD BE USED.**

**ALL PRODUCTS AND SERVICES BY DEALFLOWGAME.COM ARE FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. USE CAUTION AND SEEK THE ADVICE OF QUALIFIED PROFESSIONALS. CHECK WITH YOUR ACCOUNTANT, LAWYER OR PROFESSIONAL ADVISOR, BEFORE ACTING ON THIS OR ANY INFORMATION.**

**USERS OF OUR PRODUCTS, SERVICES AND WEB SITE ARE ADVISED TO DO THEIR OWN DUE DILIGENCE WHEN IT COMES TO MAKING BUSINESS DECISIONS AND ALL INFORMATION, PRODUCTS, AND SERVICES PROVIDED SHOULD BE INDEPENDENTLY VERIFIED BY CUSTOMER'S OWN QUALIFIED PROFESSIONALS. DEALFLOWGAME.COM'S INFORMATION, PRODUCTS, AND SERVICES ON AND THROUGH THIS WEB SITE SHOULD BE CAREFULLY CONSIDERED AND EVALUATED, BEFORE REACHING A BUSINESS DECISION, ON WHETHER TO RELY ON THEM. ALL DISCLOSURES AND DISCLAIMERS MADE HEREIN OR ON OR THROUGH THIS SITE, APPLY EQUALLY TO ANY OFFERS, PRIZES, OR INCENTIVES THAT MAY BE MADE BY DEALFLOWGAME.COM. CUSTOMER AGREES DEALFLOWGAME.COM IS NOT RESPONSIBLE FOR THE SUCCESS OR FAILURE OF CUSTOMER BUSINESS DECISIONS RELATING TO ANY INFORMATION PRESENTED BY DEALFLOWGAME.COM, OR OUR COMPANY PRODUCTS OR SERVICES.**

**6.6 Real Estate Transactions and Private Lending Lending.** Customer understands there are risks inherent with any type of Internet marketing in conjunction with any type of real estate and any transactional lending or borrowing investments. Customer understands and agrees by activating this portion of The DealFlowGame.com Customer will verify with their counsel Customer is complying with all applicable local, state and federal regulations in any way pertaining to the business Customer is engaging in. Furthermore Customer clearly understands that Customer is responsible for their own conduct and hereby agrees to release DealFlowGame.com, its officers, directors, members, employees, consultants and legal counsel from any and all liability for conduct Customer engages in. Customer further agrees Customer will not tamper with or remove the disclaimers and disclosures incorporated into the various components and web pages in DealFlowGame.com. The Visitor, User and/or Customer understands and acknowledges that each individual seeking to access or view any of the real estate transactions in the DealFlow Game understands and acknowledges they are personally responsible for complying with all of the applicable laws relative to real estate and private lending in their respective jurisdictions.

Customer understands and acknowledges that all types of investing contain an inherent risk. Prior to proceeding any further with any type of inquiry into any type of potential investment, Customer acknowledges that Customer will do their own due diligence to understand all of the inherent risks and to take the appropriate steps to minimize or manage those risks to a level that Customer believes is reasonably prudent. Customer acknowledges that Customer and only Customer are responsible for the investment decisions that Customer chooses to make. Customer further acknowledges and states that Customer is or is not an accredited investor. Customer further acknowledges that Customer has read and understood the following SEC disclaimer.

**“This is not a public offering. This is not an offer or an invitation to sell or a solicitation of any offer to purchase any securities in the United States or any other jurisdiction. Any securities made will only be offered or sold directly or indirectly in the states or in the states in which they have been registered or have been offered under an appropriate exemption.”**

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 Assignment of Agreement.** Customer may not assign this User Agreement or delegate any of Customer's obligations under this User Agreement. Any purported assignment of this User Agreement is in violation of its terms and is void. . DealFlowGame.com may assign this User Agreement in whole or in part at any time without Customer's consent. This Agreement shall inure to the benefit of the authorized successors and assigns of the parties.

**7.2 Independent Contractor.** Customer is an independent contractor, and this Agreement does not in any way create the relationship of principal and agent, franchisee, joint venture, or partnership between the parties unless expressly set forth. Neither party shall be liable for any debts or obligations of the other.

**7.3 Entire Agreement; Precedence.** This Agreement contains the entire understanding between the parties and supersedes any prior verbal or written agreement between the parties with respect to the subject matter hereof. No amendment or modification of the Agreement shall be valid, unless made in writing and signed (electronically or actually) by both parties hereto. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any term or condition of any Exhibit hereto, the terms and conditions of this Agreement shall, in all instances, govern and control.

**7.4 Governing Law.** This Agreement is governed by the laws of the State of California or elsewhere at sole election of DealFlowGame.com without giving effect to conflict of laws principles. Any suit, action or proceeding arising out of or related to this Agreement or any of the Closing Agreements shall be brought exclusively in any court in the Northern District of California or

(and of the appropriate appellate courts there from) in any suit, action or proceeding and irrevocably waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form.

**7.5 Arbitration.** Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto shall be settled and determined by binding arbitration before a panel of or three (3) arbitrators pursuant to the Commercial Rules of the American Arbitration Association then in effect. The foregoing notwithstanding, each party shall have no more than three (3) days to present its case to the arbitrator. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The parties agree that the arbitrators shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to any prevailing party in such arbitration.

**7.6 Force Majeure.** Neither party hereto shall be in default hereunder by reason of its delay or failure to perform any of its obligations hereunder for any event, circumstance, or cause beyond its control such as, but not limited to, acts of God, strikes, lock-outs, general governmental orders or restrictions, war, threat of war, hostilities, revolution, acts of terrorism, riots, epidemics, fire, earthquake, or flood. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this Agreement.

**7.7 Invalidity; Waivers.** If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, administrative or judicial provision or public policy, then such provision shall be construed as being enforceable to the extent such rule of law, administrative or judicial provision or public policy allows. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the parties shall be deemed to have waived any of its rights, powers or remedies hereunder unless the waiving party expresses such a waiver in writing.

**7.8 Survival of Terms.** Notwithstanding the expiration or earlier termination of this Agreement for any reason, the provisions of Articles 4, 6, 7 and Sections 2.2 and 2.3 of this Agreement shall remain in full force and effect.

**7.9 Headings; Counterparts.** Paragraph headings used herein are for convenience purposes only and are not intended to be, nor shall they be, used as an aid in interpretation. This Agreement may be executed in any number of counterparts, which when taken together shall constitute one and the same agreement.

### **DealFlowGame.com Acceptable Use Policy**

**8.1** All features and services provided by the Site may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any United States Federal, State or local law is strictly prohibited. Customer agrees to indemnify and hold harmless DealFlowGame.com from any claims resulting from Customer's use of the service which damages Customer or any other parties, including attorney's fees.

DealFlowGame.com will not be liable for any interruptions in service or other monetary loss related to a violation of this Acceptable Use Policy. DealFlowGame.com shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond DealFlowGame.com Partners' reasonable control.

**8.2 Services Provided.** The DealFlowGame.com Analytical Tool provides Customer with bank owned real estate data which can be used in aggregation with other subscribers for possible bulk buy transactions conducted through licensed real estate professionals using the management software. All services provided must be used by Customer in compliance with this Acceptable Use Policy.

**8.3 Customer Obligations.** Customer agrees to use the DealFlow Game as access to experiential learning real estate investment and business management tools allowing real estate investors and other business owners to aggregate relationships, resources and acquisitions more effectively and efficiently through their licensed real estate counsel and with various components of the Site services, as described below.

**8.3.1 E-Mail.** DealFlowGame.com strictly prohibits any involvement in Unsolicited Commercial E-mail campaigns (UCE, more commonly called "spam"). DealFlowGame.com maintains a Zero Tolerance policy against spam, be it direct, indirect, or through any affiliate or agent acting on the Customer's behalf. DealFlowGame.com expects Customer to have proof all individuals in the Customer's database have opted in or otherwise agreed to receive communications from Customer. All lists used in conjunction with the services provided by DealFlowGame.com are required to be 100% opt-in lists. This means that the individuals on the list have agreed to receive information from you and/or your company.

Spamming, or the sending of unsolicited email, using an email address, URL that is maintained by DealFlowGame.com or directing traffic to a webpage that contains any reference to the DealFlow Game is STRICTLY prohibited. DealFlowGame.com will



All customers must follow the rules of the federal CAN-SPAM act and The DealFlowGame.com Analytical Tool's Anti-Spam policy when sending e-mail through the service. Accordingly, we require the following of e-mail messages sent through the Site system:

1. All e-mails must contain a one-click unsubscribe link.
2. All e-mails must contain non-Internet contact information of the sender, such as your company's address, or your company's phone number.
3. All e-mails must state the reason the recipient is receiving the message.

The three aforementioned guidelines will help ensure that you maintain DealFlowGame.com's reputation and white-listing status and white-listing programs. If at any time your mailing is flagged as SPAM by a recipient, DealFlowGame.com reserves the right to cancel your account without notice and no fees paid will be refunded.

#### **INCLUSION OF RETURN ADDRESS OR COMPARABLE MECHANISM IN COMMERCIAL ELECTRONIC MAIL IN GENERAL.**

It is unlawful for any person to initiate the transmission to a protected computer of a commercial electronic mail message that does not contain a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that:

(i) a recipient may use to submit, in a manner specified in the message, a reply electronic mail message or other form of Internet-based communication requesting not to receive future commercial electronic mail messages from that sender at the electronic mail address where the message was received; and

(ii) remains capable of receiving such messages or communications for no less than 30 days after the transmission of the original message

The practice of purchasing or renting lists of names and sending e-mails to those people is strictly prohibited. Furthermore, in accordance with CAN-SPAM Legislation, all e-mail messages sent using The DealFlowGame.com Analytical Tool's services must have an opt-out link, must include a valid physical address of the sender and must contain a clear subject line that does not mislead the recipient as to the contents of the e-mail. Customer agrees to consult their own attorney to ensure compliance with all Federal, State and local laws. Every email message sent in connection with the Services must contain an "unsubscribe" link or other mechanism that allows subscribers to remove themselves from your mailing list. Each such link must remain operational for a period of Thirty [30] days after the date on which you send the message, and must be in form and substance satisfactory to The DealFlowGame.com Analytical Tool. You acknowledge and agree that you will not remove, disable or attempt to remove or disable either link.

You cannot mail to distribution lists, newsgroups, or spam email addresses. You are responsible for monitoring, correcting, processing unsubscribe requests within three (3) days, and updating the email addresses to which messages are sent through any The DealFlowGame.com Analytical Tool account.

Emails that you send through the Service may generate abuse complaints from recipients. You are responsible for ensuring that your (customers) email campaigns do not generate a number of abuse complaints in excess of industry norms. DealFlowGame.com, in its sole discretion, shall determine whether your level of abuse complaints is within industry norms, and its determination shall be final, binding and conclusive for all purposes under this Agreement.

DealFlowGame.com at its own discretion may immediately disable your access without refund to the Services if DealFlowGame.com believes in its sole discretion that you have violated any of the email and permission practices listed above, or the DealFlowGame.com Anti-Spam Policy.

DealFlowGame.com reserves the right to limit the amount of emails any user may send, and the DealFlowGame.com Analytical Tool, LLC reserves the right to change or cancel any of these features or conditions upon reasonable notice to the user.

**8.3.2 Affiliates.** Any and all of Customer's affiliates are bound by the terms of this Acceptable Use Policy. Customer is responsible for ensuring that his or her affiliates are refraining from any unsolicited communications involving the DealFlowGame.com Analytical Tool services. Customer's failure to ensure his or her affiliates' compliance with this Acceptable Use Policy will be found in violation of the Policy and will be subject to the penalties stated in this Policy.

**8.3.3 Privacy Policy.** Customer must publish, enforce and abide by a privacy policy protecting its customers' personal information in its possession or under its control.

**8.3.4 Personal information.** Customer agrees that it will not sell, loan or in any way pledge or hypothecate the personal information of its customers to any other person or entity by way of joint venture or any other agreement.

**8.4 Violations and Penalties.** Customers who fail to comply with the terms of this Acceptable Use Policy will be subject to the following penalties, including, but not limited to, termination of service.

**8.4.1 Complaints.** A \$50 administration fee will be immediately charged to Customer's account for each complaint of spam or unauthorized communication that DealFlowGame.com receives involving Customer's account. This -refundable administration fee goes toward disputing the complaint with the complainant, the reporting service or "black list" service, and resolving the complaint.

**8.4.2 Notice of Complaints.** Upon receiving a complaint, DealFlowGame.com will notify Customer of said complaint and investigate the validity of the complaint. If Customer does not take immediate remedial action to rectify the situation, DealFlowGame.com may temporarily suspend Customer's service until Customer has resolved the situation to DealFlowGame's satisfaction.

**8.4.3 Disputing Complaints.** After DealFlowGame.com notifies Customer of a complaint involving his or her account, Customer will have the burden of proof to demonstrate to DealFlowGame.com that the complaining individual did, in fact, agree to receive communications from Customer. If Customer cannot demonstrate to DealFlowGame.com the complaining individual agreed to receive communications from Customer, the complaint will be deemed a "Confirmed Violation" of this Acceptable Use Policy.

**8.4.4 Confirmed Violations.** A \$250 administration fee will apply, and termination of service may apply, in the event DealFlowGame.com conclusively determines that Customer sent an unsolicited communication to a recipient who did not agree to receive communications from Customer.

**8.4.5 Blatant, Widespread and/or Repeated Violations.** In accordance with its Zero Tolerance Spam Policy, DealFlowGame.com will immediately terminate the account of any Customer found to be involved in a spam campaign or other widespread or repeated violation of this Acceptable Use Policy. Further more, such Customer will incur a \$500 penalty and all information contained in Customer's account will be forfeited, with no consideration of retrieval. Customer will be held accountable for any monetary damages suffered by DealFlowGame.com, sustained through contravention of this Policy. Such monetary damages may include, but are not limited to, loss of the Site access, any costs incurred securing further The DealFlowGame.com access and punitive damages related to lost clients and revenues due to said violation. The determination of what constitutes "blatant, widespread and/or repeated violation" of this policy will be determined by DealFlow in a reasonable manner.

**9. Reservation of Rights.** DealFlowGame.com reserves the right to terminate Customer's account for any violation of this Acceptable Use Policy. Furthermore, DealFlowGame.com reserves the following rights.

**9.1 Questionable Practices.** DealFlowGame.com may terminate Customer's account if Customer engages in any practice that is, in DealFlow Game's sole discretion, unlawful, obscene, threatening, abusive, libelous or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.

**9.2 Change of Terms and Conditions.** DealFlowGame.com reserves the right to change the terms and conditions of this Policy, as needed. Use of DealFlow Game's services by Customer after said changes constitutes Customer's acceptance of the new Policy.

**10. General Billing.** DealFlowGame.com has adopted a billing policy all customers must comply with:

All accounts are set up on a prepay basis. Payment must be received before any product and/or services are activated. Accounts to be paid by check must prepay six months service in advance. All International clients must pay by credit card. DealFlow Game will not accept international checks. Customers are responsible for keeping all credit card information current. All changes must be communicated to the Site including changes to credit card type and expiration date, as well as a current e-mail address. All recurring charges are automatically generated, invoiced, and charged to the credit card on file according to contractual agreement. This includes monthly, quarterly and yearly charges. Charges are based on products and services, not usage or availability of REO data or real estate transactions that may or may not take place. Invoice and payment receipts are available to customers upon request.

**10.1 Billing Period.** Billing periods begin upon invoicing. Each customer is committed to the remaining term of the billing period and no refunds will be given. Customers are not required to use services during the period. Customers are free to close accounts at any time without any termination charges or fees. In event of cancellation, DealFlowGame.com will not pro-rate any return for unused service and all outstanding invoices must be paid in full. For example, if a customer has an account paid monthly and decides to close it a few days after the last payment, no refund will be issued, whether in full or pro-rated. By using The DealFlowGame.com Analytical Tool, each customer understands and agrees to this billing period and understands while no refund will be issued, customers are always free to keep accounts open for access for the full amount of time billed.

**10.2 Billing Disputes.** As a current or prior customer of DealFlowGame.com, each customer agrees to provide DealFlowGame.com Thirty [30] days to attempt settlement of any billing dispute before disputing with any third party, credit card company or bank. DealFlowGame.com must be the first option in billing disputes. Should DealFlowGame.com receive a chargeback or other reversed

disputes. DealFlowGame.com charges a \$50.00 Chargeback Fee per chargeback should a credit card company be used as a first resort in a billing dispute. Not all billing disputes may be settled to a customer's satisfaction. Once DealFlowGame.com has been given first right to settle a billing dispute, a customer may then use any third party, credit card company or bank in an attempt to settle the dispute. However, DealFlowGame.com still retains the right to collect any rendered services or fees that are due. Should DealFlowGame.com be unable to reverse any disputed amounts with a third party, credit-card company, or bank, DealFlowGame.com will submit the full delinquent amount to a third party collection service.

**10.3 Payment Methods.** DealFlowGame.com accepts payments via credit card, and occasionally check. Payment by check is on a per customer basis and must be agreed to by DealFlowGame.com. Checks must be paid in US dollars and issued from a US bank. DealFlowGame.com currently accepts MasterCard, Discover, and Visa credit cards.

**10.4 Billing Cycle. Credit Card Billing:** All credit cards are automatically charged on the customer's specific billing cycle date. If the credit card is declined, DealFlowGame.com will attempt to charge the card on file for 30 days.

**10.5 Late Fee:** All accounts more than 30 days past due will be assessed a late fee. Three attempts to contact the customer will be made before any late fee is assessed.

**10.6 Disabled:** All accounts 45 days past due will be disabled until balances are paid in full. When disabled, all access will be suspended and data will be unavailable. A service restoration charge of \$100.00 will be charged for restoration of service at the sole discretion of DealFlowGame.com.

**10.7 Collections:** After an account is delinquent sixty (60) days, it will be deactivated. Once deactivated, the customer will not be able to recover any files. The account record and delinquent balance may be passed on to a third party collection service.

**10.8 Entirety:** This Agreement constitutes the entire understanding, and supersedes all other understandings, between Customer and DealFlowGame.com concerning the subject matter hereof. Customer understands and agrees Customer is solely responsible for periodically reviewing the User Agreement.

**11.0 Arbitration:** Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto shall be settled and determined by binding arbitration before a panel of or three (3) arbitrators pursuant to the Commercial Rules of the American Arbitration Association then in effect. The foregoing notwithstanding, each party shall have no more than three (3) days to present its case to the arbitrator. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The parties agree that the arbitrators shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to any prevailing party in such arbitration.