

Terms Of Use

PLEASE READ THESE ONLINE TERMS AND CONDITIONS OF USE (THE "AGREEMENT") CAREFULLY. BY ACCESSING, USING OR DOWNLOADING MATERIALS FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS JUST AS IF YOU HAD SIGNED THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THIS WEBSITE.

OWNERSHIP OF WEBSITE

Soniat Realty, Inc. and its related companies (collectively, the "Company") is the owner of this website (the "Website"). This Website contains information, including, without limitation, all text, graphics, photographs, graphs, sounds, data, images, audio, page headers, software (including HTML and other scripts), buttons, video, and other icons, and the arrangement and compilation of this information (collectively, the "Information") that is either owned or licensed by Company. You may download, view, copy and print the Information incorporated into this Website solely for your non-commercial use.

USE RESTRICTIONS

As a condition of your use of this website, you will not use this website for any purpose that is unlawful or prohibited by these Terms and Conditions of Use or to facilitate unfair competition with the Website. You may not use this Website in any manner that could damage, disable, overburden or impair any Company server, or the network(s) connected to any Company server, or interfere with any other party's use and enjoyment of this Website. You may not attempt to gain unauthorized access to any portions of this Website, other accounts, computer systems or networks connected to any Company server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website. You agree to use the Website and Information for lawful purposes only. You agree not to post or transmit any information through the Website which (1) infringes the rights of others or violates their privacy or publicity rights, (2) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, (3) is protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right, (4) which is used to unlawfully collude against another person in restraint of trade and competition, (5) contains unauthorized or malicious software such as viruses. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from your use of the Website or Information.

LINKING

You may not use any of Company's proprietary logos, marks, or other distinctive graphics, video, or audio material in your links, without the Company's express written permission,

which the Company may withhold in its sole discretion. You may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by Company; 2) cause confusion, mistake or deception; 3) dilute Company's trademarks or service marks; or 4) otherwise violate state or federal law. In addition, you may only link to the home page of the Website, unless otherwise authorized in writing by Company. This Website may contain links to other Websites. These links are provided for informational purposes only, and Company does not sponsor or affiliate with any linked entity unless expressly stated. Company makes no representations and assumes no responsibility for your use of links provided on the Website.

PASSWORDS

You may be issued a user ID and/or password or other positive identifier to utilize certain portions of this website. You are entirely responsible for maintaining the confidentiality of your password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account or any other breach of security. Company will not be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge. However, you could be held liable for losses incurred by Company or another party due to someone else using your password.

DELAYS IN SERVICES

The Company shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes beyond the reasonable control of Company. Company shall have no responsibility to provide you access to the Website while interruption of the Website due to any such cause shall continue.

TERMINATION

Termination or cancellation of this Agreement shall not affect any right or relief to which Company may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to Company. This Agreement shall remain in full force and effect unless terminated or canceled for any of the following reasons; 1) upon thirty (30) days written notice by either party of its intent to terminate this Agreement; 2) immediately by Company for any unauthorized access or use by you, including, without limitation: (i) concurrent access to a restricted portion of the Website with identical user IDs; (ii) permitting another person or entity other than the person to whom the user ID or password was assigned by Company to use your user ID or password to access the Website; or (iii) any other access or use of the Website except as expressly provided in this Agreement; 3) immediately by Company if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; 4) immediately, if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the Information contained in, or accessed through, the Website; 5) immediately, if you transmit or receive any Information using the Website (or cause the same) in violation of this Agreement (Company, at its sole discretion, shall

determine whether any information transmitted or received violates this provision); or 6) immediately, if you violate any of the other terms and conditions of this Agreement.

MONITORING

You acknowledge that Company reserves the right to, and may from time to time, monitor any and all Information transmitted or received through the Website. Company, at its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit the transmission or receipt of any Information which Company deems inappropriate or that violates any term or condition of this Agreement. During monitoring, Information may be examined, recorded, copied and used for authorized purposes. Use of the Website, authorized or unauthorized, constitutes consent to such monitoring.

LIMITED WARRANTY

You acknowledge that the Information and links provided through the Website are compiled from sources which are beyond the control of Company. Though such Information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur, and that Company and its licensors do not warrant the accuracy or suitability of the Information. FOR THIS REASON, YOU ACKNOWLEDGE THAT THE WEBSITE AND INFORMATION ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. FURTHER, COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR INFORMATION WILL MEET YOUR REQUIREMENTS OR ARE SUITABLE FOR YOUR NEEDS. Under this Agreement, you assume all risk of errors and/or omissions in the Website and Information, including the transmission or translation of Information. YOU HEREBY ASSUME ALL RESPONSIBILITY (AND THEREBY HOLD COMPANY HARMLESS), BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS, FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

LIMITATION OF LIABILITY

You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Website and Information, and for maintaining any means which that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the Information provided under this Agreement. YOU AGREE THAT COMPANY AND ITS LICENSORS (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR CONTRACTORS) SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE AND INFORMATION FOR ANY PURPOSE WHATSOEVER. IF THE ABOVE LIMITATIONS OF LIABILITY SHOULD FAIL IN THEIR

ESSENTIAL PURPOSE FOR ANY REASON, SUCH LIABILITY IS AND SHALL BE LIMITED TO \$50.00 AS LIMITED DAMAGES AND NOT AS A PENALTY EVEN IF COMPANY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

INDEMNIFICATION

YOU SHALL RELEASE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS LICENSORS AND THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "COMPANY PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES, FINES, PENALTIES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) (COLLECTIVELY, "CLAIMS") OF WHATEVER KIND, CHARACTER OR NATURE BROUGHT BY OR ON BEHALF OF ANY PERSON THAT ARISE OUT OF, ARE RELATED TO OR ARE IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCESS OR USE OF THE WEBSITE OR INFORMATION, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE COMPANY PARTIES.

PRIVACY

The Company Website does not collect any personally identifying information about you except when you expressly provide it. You agree that Company can use your personal identifying information for editorial, promotional or marketing purposes, unless you request that your information not be used in such manner. Please see our Privacy Policy for more details.

MODIFICATION

Company reserves the right to modify the terms and conditions of this Agreement. Such modifications may include, without limitation, implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of the Website. Company may also add, withdraw or modify Information within the Website or services provided through the Website at any time in its sole discretion. All such modifications shall be displayed online, and such display shall constitute effective notice under this Agreement on the day Company places them on the Website. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions.

NO CONFLICTING TERMS

If there is any conflict between this Agreement and any help text, manuals or other documents, this Agreement shall govern, whether such other documents are prior to or

subsequent to this Agreement, or are signed or acknowledged by any member of the Company Parties.

ATTORNEY'S FEES

If Company takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, Company shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

GOVERNING LAW, LIMITATIONS, VENUE

This Agreement shall be governed by the laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Website or Information contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action shall be brought exclusively in the state or federal courts located in Dallas, Dallas County, Texas, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Texas as your agent for service of process. You agree to waive any objection that the state or federal courts of Dallas County, Texas, are an inconvenient forum.

SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision will be replaced by a mutually acceptable provision, which comes closest to the intention of the parties at the time the original provision was agreed upon.

COPYRIGHT, PATENT AND TRADEMARK NOTICE

The Website and Information is the valuable, exclusive property of Company or its licensors and nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The Information is protected by contract law and various intellectual property laws, including domestic and international copyright laws. Except as permitted in this Agreement, you may not copy, adapt, distribute, commercially exploit or publicly display the Information or any portion thereof in any manner whatsoever without Company's prior written consent. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Information. Company, and its associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the

Company or its affiliates. All other product names and company logos mentioned on the Website or Information are trademarks of their respective owners.

ASSIGNMENTS

You may not assign any of your rights, obligations, privileges or performance hereunder without the prior written consent of Company. Any assignment by you other than as provided for in this section shall be null and void for all purposes.

NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIM

Company, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Website or Information if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Company accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), Company has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Company's designated agent to receive notification of claimed infringement is:

Soniat Realty, Inc.
Attn: Legal Department
PO Box 600223
Dallas, Texas 75360-0223

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right, should be sent to the Company designated agent, listed above, and must include the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed.
- (b) Identification of the copyrighted work claimed to have been infringed.
- (c) Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (d) Information to enable us to contact you, such as your address, telephone number and/or electronic mail address.
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent or the law.

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

ENTIRE AGREEMENT

THIS AGREEMENT IS COMPLETE AND EFFECTIVE AT THE TIME YOU AGREE TO IT BY ACCESSING OR USING THE WEBSITE OR INFORMATION. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO OTHER AGREEMENT, WRITTEN OR ORAL, EXISTS BETWEEN YOU AND COMPANY.

COMPANY'S RELATIONSHIP TO OTHER ENTITIES

The following list contains the entities affiliated with the Company that, as of the date of this posting, may perform or deliver goods or services (other than management services) to its clients:

Advanced Technology Group
Architectural Review Corporation
Associations Insurance Agency, Inc.
Avid Xchange, Inc.
Comdata
Community Archives, Inc.
HOAM Ventures, Inc.
Lincoln Hancock Restoration, LLC
Lincoln Hancock Restoration, LP
Optimal Outsource, Inc.
Pacific Premier Bank
Soniati Maintenance Services, LLC
Soniati Property Services, LLC
TownSq

Purchase of any product and/or service which is part of any program or marketing plan operated by the Company or its affiliates is voluntary and is not in any manner required. This list is subject to change.