

WE JUST CLOSED, LLC TERMS OF SERVICE

Welcome to We Just Closed. Thank you for using our products and services. The services are provided by We Just Closed, LLC, (Hereinafter "WJC") located at 568 Sherman Avenue, Belford, New Jersey, 07718. By using our Services you are agreeing to these terms. Please read them carefully. These terms may be modified from time to time so we suggest that you review them on a regular basis. Our Services are diverse so sometimes additional terms or requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those services.

SECTION I - SERVICE

WJC owns and operates the real estate professional membership website of We Just Closed.com. It is an online membership club providing new homeowners, renters and the real estate professional community with information and access to discounts on products and services from local New Jersey businesses, national chain businesses and on-line businesses. It also provides real estate professionals including, but not limited to: brokers, realtors, mortgage originators, home insurance agents, attorneys/paralegals, home builders, etc. with opportunities for communication with prospective clients and former clients, along with a personalized branded "We Just Closed.com" web page, monthly We Just Closed branded e-mails to customers, full access to "FollowUp 365™" the Customer Relationship Management (CRM) system to maintain business relationships with clients, access to R-E-Connect™ - the We Just Closed social Networking Tool, access to the "We Just Closed" blog, and the Real Estate Professional (REP) Rewards program.

SECTION II - MEMBERSHIP

WJC offers membership to homeowners/renters and real estate professionals based upon an initial subscription as set forth below and based upon the applicable rules set forth herein. Membership is on the following basis:

(1) INITIAL MEMBERSHIP.

A. "Complimentary Membership" - this New Home Owner/Renter membership may be provided by a participating real estate professional to "You" on a complimentary basis. Under those circumstances "You" shall receive a lifetime membership subscription at no charge.

B. "Regular Membership" - If "You" have not received a complimentary subscription from a real estate professional, or should you choose not to involve a real estate professional and subscribe independently, "You" may subscribe directly for an annual cost of \$25.00 (this fee will be waived if you provide us with your real estate professional contact information).

WJC also offers membership to real estate professionals based upon applicable rules set forth herein. Membership is on the following basis:

A. "Regular Real Estate Professional Membership" - this is a premium membership at a cost of \$29.99 per month, which includes a personalized-branded Search Engine Optimization (SEO) capable "We Just Closed" web page, unlimited free sign-ups for all of your new homeowners/renters, branded, personalized e-mail messages and updates, "FollowUp 365™", Customer Relationship Management (CRM) tool, full administrative level access to "We Just Closed" WordPress blog, and REP rewards card for additional savings. WJC reserves the right to modify the services provided and the manner in which they are provided at any time within its sole and exclusive discretion. Similarly, WJC reserves the right to modify its monthly fees in the future or to provide for different plans of membership in the future.

WJC also offers an Advertising membership to businesses based upon applicable rules set forth herein. Membership is on the following basis:

A. "Monthly Memberships" - this is a monthly membership at a cost of \$29.99 per month for Silver Level, \$74.99 per month for Gold Level and \$99.99 per month for Platinum Level for New Jersey businesses, National businesses and On-line businesses. Benefits include ability to target audiences with advertising by interest, location and community. It provides the business owner access to offer discounts to the new homeowner/renter and real estate professional market segments. It provides the ability to target localized website traffic, showcase new products and services and establish new customer relationships.

B. "Annual Memberships" - this is an annual membership at a cost of \$299 per year for Silver Level, \$749 for Gold Level and \$999 for the Platinum Level , which includes all of the benefits of a Monthly Membership at a reduced cost.

C. WJC reserves the right to modify the services provided and the manner in which they are provided at any time within its sole and exclusive discretion. Similarly, WJC reserves the right to modify its' monthly fees in the future or to provide for different plans of membership in the future.

SECTION III - SUBSCRIPTION

You must be eighteen (18) years of age or older to use or subscribe for membership services. You agree to provide WJC with true, accurate and current and complete information on WJC's forms when subscribing for a membership. You further agree to update and maintain the truthfulness, accuracy and completeness of such information. You acknowledge that membership is void where prohibited.

SECTION IV - PRIVACY POLICY

WJC has established a privacy policy to explain to you and other users how your personal information is collected and used. This privacy policy is located on the WJC website.

SECTION V - BILLING METHODS; AUTOMATIC RENEWAL

WJC will charge you a membership fee that is payable in advance by check, credit card, debit card or PayPal. Membership fees shall be as set forth in Section II. You acknowledge that WJC reserves the right at any time, to modify its membership fees and billing methods.

ALL MEMBERSHIP SUBSCRIPTIONS WILL BE AUTOMATICALLY RENEWED UPON THE TERMS SET FORTH HEREIN UNLESS SUCH MEMBERSHIP SUBSCRIPTION IS CANCELLED OR TERMINATED AS PROVIDED HEREIN OR YOU OPT OUT OF AN AUTOMATIC RENEWAL FEATURE AS PROVIDED HEREIN.

Your membership will renew each month or year, as applicable, using a credit card, debit card or other payment information on file with WJC. All existing memberships will be renewed at the membership fee set forth herein (as such membership fee may be modified as provided herein).

If the credit card or debit card provided by you to WJC has expired during an attempt to renew membership fees pursuant to this Section, you authorize WJC to revise the expiration date and to proceed with billing using the same credit card or debit card account

SECTION VI - CANCELLATION OF MEMBERSHIP SUBSCRIPTION

Although we will be sad to see you go, if you decide to cancel your membership subscription, in order to avoid renewal, your cancellation request must be received by no later than 5:00 o'clock p.m. Eastern time on the

business day prior to your scheduled renewal payment date. You may cancel your subscription by contacting WJC by First Class, Certified Mail at 568 Sherman Avenue, Belford, New Jersey, 07718, by telephone at 732 241 6997 or by email at Charley@WeJustClosed.com.

Cancellation of membership will not entitle the member to a refund of any pro-rata remaining time on the subscription.

SECTION VII - ACCOUNT SECURITY

WJC will assign a User ID and a Password when you subscribe. Your User ID and Password may only be used by you, the member. You are solely responsible for maintaining and protecting the confidentiality of your User ID and password and are responsible for all activities that occur under your User ID and password.

SECTION VIII- PUBLICATION AND DISTRIBUTION

WJC does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the service. WJC does not take responsibility for any material submitted by real estate professionals or advertising subscribing businesses. You understand and agree that all content and service provided and information posted on or transmitted through or linked through the service are the sole responsibility of the person or entity from whom such content originated. You understand that WJC does not control and is not responsible for content or service provider content made available through the service and by using the service you may be exposed to content that is inaccurate, misleading or offensive. You agree that you must evaluate and make your own judgment and bear all risks associated with the use of any content and service provider content.

You further acknowledge that WJC has no obligation to screen, preview, monitor or approve any content or business or service provided content or content posted or submitted by any other WJC member, or any business or service provider. However, WJC reserves the right to review and delete any content that, in its' sole judgment, violates the terms and conditions of this agreement or is deemed to be otherwise inappropriate. You agree that WJC will not be liable in any way for any content or business or service provider content or business or service provider performance including, but not limited to, any content or business or service provider content that contains any errors, omissions, defamatory statements or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any content or business or service provider content submitted, accessed, transmitted or otherwise conveyed by WJC. You agree to waive any right to bring or serve any claim against WJC relating to content, member content or business or service provider content and release WJC from any and all liability of any kind or nature relating thereto.

SECTION IX -SERVICE PROVIDERS

WJC does not endorse and is not responsible or liable for any content, member content or business or service provider content, data, advertising products, goods or services, available or unavailable from or through any business or service providers. You further agree that WJC is not responsible or liable, directly or indirectly for any damage or loss caused, or alleged to be caused, by or in connection with any use of, or reliance upon, the foregoing. You understand and agree that any and all business products and services are solely between you and the business or service provider exclusively and do not involve WJC. You agree to make other investigation that you deem necessary or appropriate prior to engaging business or service providers. In addition to the foregoing, you agree not to hold WJC responsible in the event that any participating business or service provider fails to provide such business products or services in a satisfactory manner.

SECTION X - CONDUCT OF MEMBER

In connection with your use of the services provided by WE JUST CLOSED, LLC, you represent and warrant that you:

- A. Are of the age of eighteen (18) years or older;

B. You will abide by the terms and conditions of this agreement and all applicable State, Federal or local laws;

C. You will not submit to WJC any unlawful, harassing, libelous, threatening, obscene, profane, offensive, harmful, vulgar, distasteful, defamatory, racial, ethnical, religious or otherwise objectionable material;

D. You will not impersonate or attempt to impersonate any other person, falsify contact information, misrepresent a relationship with any person or entity or otherwise attempt to mislead others as to the identity of the sender;

E. You will not submit any materials that are encrypted or that contain viruses that are intended to damage, interfere with, disrupt, impair, disable or otherwise burden the WJC website;

F. You will not post content in any manner so as to impose an unreasonable or disproportionately large load on WJC infrastructure.

G. You will not attempt to gain unauthorized access to the service of a user or accounts or other computer systems or networks connected to the service;

H. You are aware that content presented to you as part of the services including, but not limited to, advertisements and sponsored content within the services may be protected by intellectual property rights which are owned by others who provide that content. You will not modify, rent, lease, sell, distribute or create derivative works based on this content (either in whole or in part).

I. You grant us an irrevocable, perpetual, non-exclusive, fully paid, world-wide license to use, copy, perform, display, reproduce, adapt, modify and distribute the content that you provide and to prepare derivative works of or to incorporate such content into other works, and to grant and to authorize sub-licenses of the foregoing.

SECTION XI - SUBMISSION OF CONTENT

As a member you may be providing content to WJC.

Although WJC does not claim ownership of any communications information, data, text, or other materials that the member provides, by submitting same for the website you automatically grant, and you represent and warrant that you have the right to grant to WJC, an irrevocable, perpetual, non-exclusive, fully paid, world-wide license to use, copy, perform, display, reproduce, adapt, modify and distribute such content and to prepare derivative works of, or incorporate into other works, such content and to grant and to authorize sub-licenses (through multiple tiers) of the foregoing. In addition, by providing WJC with content you automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the content on WJC's website by any other party.

You understand that WJC has no obligation to review any materials that you provide to confirm that their use and placement upon the WJC website is in accordance with all applicable laws and regulations. It is your responsibility to make sure you have the necessary rights to grant us this license for any content that you submit. You agree to indemnify, defend and hold harmless WJC, it's officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against any and all losses, liabilities, expenses, damages, claims, demands, costs of any kind or nature, including reasonable attorney's fees and Court costs due to or:

A. Arising from any violation of any kind or nature resulting therefrom,

B. The inaccurate or untruthful content, or other information provided by you to WJC or that you submit, transmit or otherwise make available through the service, or

C. Any intentional or willful violation of any rights or another, or harm you may have caused to another.

WJC will have sole control of the defense of any such damage or claim made against it.

SECTION XII - DISCLOSURE OF INFORMATION

As WJC continues to develop its business, it may sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions member information is one of the transferred business assets. You hereby consent to the transfer of your information as one of the transferred assets and to be used for any purpose allowed under this agreement.

SECTION XIII - TERM AND TERMINATION

The term of this agreement shall commence upon activation of your membership and will continue for automatic membership subscription renewals thereafter until termination by either party in accordance with the terms of this agreement. WJC may for any reason, in its sole discretion, terminate this agreement, your account and your access to the service. If such termination is not due to your breach of this agreement, WJC will refund the membership fee on a pro rata basis from the date of such termination to the end of the then current term. Termination of your account will include removal of your access to all offerings of the service, deletion of your password, deletion of all related information and files. This may include the deletion of content associated with your account (or any part thereof) and block your further use of this service.

SECTION XIV - MODIFICATION OF TERMS AND CONDITIONS

WJC will have the right to modify and restate the terms and conditions of this agreement and such modifications will be effective immediately upon being posted upon the WJC website. You are responsible for reviewing the terms and conditions regularly. Your continued use of the service after such modifications will be deemed to be your conclusive acceptance of all modifications to this agreement. If you are dissatisfied as a result of such modifications, your sole recourse is to immediately discontinue use of this service.

SECTION XV - MODIFICATION, LIMITATION AND DISCONTINUATION OF SERVICE

WJC reserves the right to, at any time, limit access to, modify, change or discontinue the service with or without notice to you and WJC will not be liable to you for any such modification, suspension or discontinuance of the service. The service provided by WJC may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. WJC is not responsible for any delays, failures or other damage resulting from such problems.

SECTION XVI - COPYRIGHT MATERIALS

Except for identified and disclosed copyright content submitted by users, real estate professionals and business service/service providers all materials and other information on the WJC website, including, but not limited to all text, graphics, logos, icons, images, video clips, downloads, data compilations and software (collectively "the copyright materials") are the exclusive property of WJC and/or it's licensors and are protected by all United States and International copyright laws. As used herein, "user submitted content" includes members' communications containing creative suggestions, ideas, drawings, concepts or other information, which submissions will be the property of WJC.

SECTION XVII - WARRANTY DISCLAIMER

You understand and agree that the service provided by WJC is provided on an "as is" and "as available" basis and that WJC assumes no responsibility or liability for the timeliness, deletion of content, or failure by the service. WJC expressly disclaims all warranties of any kind whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement or any warranty that: (a) the service will meet your requirements; (b) the service will be uninterrupted, timely, secure or error free; (c) the results that may be obtained from the use of the service will be accurate or

reliable; (d) any content or information you provide or WJC collects will not be disclosed or (e) any errors in any service will be corrected. You agree that the use of the service and the website is at your own risk.

SECTION XVIII - LIMITATION OF LIABILITY

You understand and agree that WJC will not be liable for any direct, indirect, incidental, special, punitive, compensatory, consequential or exemplary damages resulting from (a) the use or inability to use the service; (b) the cost of goods and/or services purchased or obtained as a result of the use of the service; (c) disclosure of unauthorized access to or alteration of your information or content; (d) content you submit, receive, access, transmit or otherwise convey through the service; (e) statements or conduct of any service providers or other third party through the service; (f) any other matter relating to the service; (g) any breach of this agreement by WJC or the failure of WJC to provide this service under this agreement or (h) any other dealings or interactions you have with any service providers, their representatives, agents, servants or employees. These limitations shall apply to the fullest extent permitted by law. You understand and agree that access to the content on the WJC website represents a substantial portion of the value you receive from your WJC membership fee, therefore to the extent WJC is found liable for anything related to this agreement or the use of this service or arising out of the service, WJC's liability for damages will not exceed the equivalent of one (1) month of membership fees.

SECTION XIX - INDEMNIFICATION

You agree to indemnify, defend and hold harmless WJC, it's officers, managers, owners, employees, agents, developers, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs including reasonable attorneys fees and Court costs, due to or arising from (a) any violation of this agreement by you; (b) the inaccurate or untruthful content of information provided by you to WJC or that you submit, transmit or otherwise make available through this service or (c) any intentional or willful violation of any rights of another or harm you may have caused another. WJC will have sole control over the defense of any such damages or claim.

SECTION XX - NOTICE

You agree that WJC may communicate any notices to you under this agreement through electronic mail, regular mail or posting the notices on the website. All notices to WJC will be provided by either sending (a) an email to charley@wejustclosed.com (b) by letter First Class, Certified Mail to WJC, LLC, at 568 Sherman Avenue, Belford, New Jersey, 07718, Attention: Member Services.

SECTION XXI - GOVERNING LAW

This agreement and the relationship between you and WJC will be governed by the laws of the State of New Jersey notwithstanding the choice of law provisions of the venue where any action is brought, or the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the State or Federal Courts located in Monmouth County, New Jersey and waive any defense of lack of personal jurisdiction or improper venue or forum non-convenience to a claim brought in such Court, except that WJC may elect, in it's sole discretion, to litigate the action in the County or State where any breach by you occurred or where you can be found. You agree that, regardless of any Statute or law to the contrary, any claim or cause of action arising out of, or related to your use of the service or this agreement shall be filed within thirty (30) days after such claim or cause of action arose or will be forever be barred.

SECTION XXII - CONTINUING EFFECT

Notwithstanding that your membership with WJC is terminated or lapses or you are no longer a user of WJC's services, the applicable provisions of this agreement will continue to remain in effect.