



PINEAPPLEHUT®
the sweetest thing in real estate™

TERMS AND CONDITIONS

Pineapplehut.com™, Inc., a California Corporation, 4445 Eastgate Mall, Suite 100, San Diego, CA 92121, USA, (hereinafter, "Operator") provides this Internet web site and the services offered on it (collectively, the "Services") under the following terms and conditions of service and use (the "Terms"). You understand, agree and acknowledge that these Terms govern your use of the Services. By accessing and using the Services, you acknowledge that you have read and understand the Terms and that you agree to be bound by them, without limitation or qualification and that no signature is required to implement the Terms. As used on this Web site, the terms "we", "us", or "our" refer to Operator. "You" refers to all users of the web site. "Sellers" refers to users who list their properties for sale on the Pineapplehut.com web site.

1. AMENDMENTS

You may not modify or amend these Terms. However, Operator may amend the Terms at any time without prior notification to you. Each time you access the web site you will be governed by the Terms then in effect. If you object to any changes, your sole recourse is to cease using the Services. Continued use of the Services following any change indicates your acknowledgement of such changes and agreement to be bound by the terms and conditions in effect at that time, without limitation or qualification. In addition, when using particular portions of the Services, you will be governed by additional Terms that appear when you access such Services. All such Additional Terms are incorporated herein by reference. In the event of a conflict between the Additional Terms and these Terms, the Additional terms shall govern with respect to such Services.

2. SERVICES

We reserve the right to modify or discontinue (temporarily or permanently) any Services (or part thereof) with or without notice to you. Operator will not be liable to you or any third party for exercising our right to modify or discontinue the Services. If you object to any such changes, your sole recourse is to cease using the Services. Continued use of the Services following notice of any such changes indicates your acknowledgement of the changes and satisfaction with the modified Services.

3. PRIVACY

As part of the registration process, Sellers will be asked to provide certain personal information to us. You acknowledge, consent and agree that Operator may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; (e) protect the rights, property, or personal safety of Operator, its users and the public; or, (f) to provide the Services. All uses of such personal information will be in accordance with the provisions of our Privacy Policy.

4. YOUR LISTING, PASSWORD AND SECURITY

Sellers will be assigned individual listing numbers and passwords. You are responsible for maintaining the confidentiality of your listing number and password and you are solely responsible for all activities that occur under your listing number and password. You agree to immediately notify us of any unauthorized use of your listing number and password or any other breach of security related to the Services. **YOU WILL HOLD OPERATOR HARMLESS FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR LISTING NUMBER AND/OR PASSWORD, OR OTHERWISE TO COMPLY WITH THIS SECTION.**

5. YOUR RESPONSIBILITIES

You warrant and represent that all information provided by you to us is true, accurate, current and complete and further, you agree to maintain and update such information to keep it true, accurate, current and complete at all times. If any information you provide is untrue, inaccurate, not current or incomplete, or if we reasonably believe so, we may suspend or terminate your access to and use of the Services, and refuse to provide any current or future Services to you. You acknowledge that you are over 18 years of age or

otherwise are of legal age to form a binding contract. You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto. You are solely responsible for all acts or omissions that occur under your listing number or password, including the accuracy and completeness of all content that you (or anyone using your account) submit post or transmit through the Services.

You agree not to use the Services to do any of the following:

- violate any local, state, national or international law;
- stalk, harass or harm another individual or communicate with such individual after being advised to cease any such communications;
- collect, harvest or store personal data about other users including email addresses or contact Sellers for any purpose other than responding to the content posted by such Sellers;
- impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- interfere with or disrupt the Services or servers or networks connected to the Operator Web site or the other Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Operator web site; or upload, submit, post, store or transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racist, sexist, homophobic, or ethnically or otherwise objectionable;
- content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- content that infringes the intellectual property rights of a third party;
- material that contains software viruses or any other computer code, files or programs, for example, worms, Trojan horses, cancel-bots, time bombs and the like, designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- unsolicited advertising material, notices or "spam", "junk mail", pyramid schemes, chain letters or the like: surveys that have not been approved or cleared by us; or contests or games of chance.

6. SERVICES FOR SELLERS

A. Pricing

For current Seller services and pricing go to: <http://www.pineapplehut.com/seller/>

B. Canceling Your Ad

To deactivate your home listing on Pineapplehut.com™, log into the Seller's Resource area and under My Home Listing section click "Deactivate". Once deactivated, the Deactivate button turns into an "Activate" button. When deactivated, your listing no longer is shown in the search results of the web site.

7. THIRD PARTY CONTENT AND MONITORING

Operator is a distributor of content supplied by third parties and users of the Services; not a publisher. Accordingly, Operator has no editorial control over such Content. Any opinions, advice, statements, services, offers, or other information or Content expressed or made available by third parties, including information provided by other users of the Services, are those of the respective author(s) or distributor(s) of that information and not of Operator. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Operator web site by such parties. By posting, inputting or otherwise submitting information to our web site, you are representing you are authorized to provide such information and are granting us the right, license and privilege to use such information or data in any way we deem appropriate.

We have the right, but not the obligation, to monitor and review the Content on our Web site and provided through the Services and your account to determine compliance with these Terms and any other operating rules established by us, to satisfy any law, regulation or authorized government request, or for other purposes. Operator does not pre-screen or monitor Content for accuracy or reliability, but that our designees and we shall have the right, but not the obligation, in our sole discretion to remove any Content from the Services, without liability to you for any reason. In particular, but without limiting the foregoing, we and our designees shall have the right to remove any Content that violates the Terms, that we believe may create liability for us, or that we deem otherwise objectionable.

8. DEALINGS WITH PARTNERS AND ADVERTISERS

Your correspondence or business dealings with, participation in promotions of, or purchase of goods and/or services from our partners, advertisers or sponsors found on or through the Services, and any terms,

conditions, warranties or representations associated with such dealings, are solely between you and such partner(s), advertiser(s) or sponsor(s).

OPERATOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY DEALINGS WITH SUCH PARTNERS, ADVERTISERS OR SPONSORS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTNERS, ADVERTISERS OR SPONSORS ON OR THROUGH THE SERVICES.

9. EXTERNAL LINKS

Our provision of a link to any other Web site or location is for your convenience and does not signify our endorsement of such other Web site or location or its contents. Any concerns you may have regarding any external link should be directed to that link's Web site administrator or webmaster.

OPERATOR SHALL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEB SITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, OR FOR YOUR USE OF SUCH INFORMATION.

10. NO SPAM

Your use of the Services to promote your own Web site or any business, product or service through the sending of unsolicited email is prohibited and is grounds for termination of your rights under this Agreement.

11. NO RESALE OF SERVICE

Services are provided for your personal, noncommercial use only. You may not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Services, use of the Services or access to the Services.

12. TERMINATION

You may discontinue your participation in and access to the Services at any time. We may, in our sole discretion, for any reason or no reason, with or without notice, without limitation and effective immediately terminate your password, account (or any part thereof) or access to and use of the Services, and remove and discard any information posted by you on or through the Services. We may immediately deactivate your account and delete all related information and files in your account and block any further access to such files or the Services. We may terminate your account if it remains inactive for an extended period of time.

13. DISCLAIMER OF WARRANTIES

You solely assume the full risk for use of the services. The services are provided on an "as is" and "as available" basis. We expressly disclaim and you expressly waive all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose and non-infringement with respect to the services. Further, we make no warranty that:

- the services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free;
- the results that may be obtained from the use of the services will be accurate or reliable;
- the accuracy, reliability or quality of any information, products, services or other material obtained through the services will meet your expectations;
- defects in the services will be corrected; or
- Operator's web site or the server that makes it available is free of viruses or other harmful components.

You understand and agree that any material and/or information downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system(s) or for loss of data that results from the download of such material and/or information. We do not control in any respect any information, products or services offered by third parties, and we make no warranty regarding any goods or services purchased or obtained through the services or any transactions entered into through or as the result of the services. No advice or information, whether oral or written, obtained by you from operator or through or from the services shall create any warranty not expressly made herein.

14. LIMITATION OF LIABILITY

You expressly understand and agree that to the fullest extent permitted under applicable law, in no event will operator or its officers, employees, directors, shareholders, parents, subsidiaries, affiliates, agents or

licensors be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), arising out of or in any way related to:

- the use or the inability to use the Services;
- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or transactions entered into through or from the Services;
- unauthorized access to or alteration of your transmissions or data;
- statements or conduct of any third party on or through the Services, including threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including intellectual property rights;
- your failure to adequately safeguard your password or access to the Services;
- any Content you access through the services, including, but not limited to, for any errors or omissions in any Content, or your use of or reliance on any Content posted, emailed or otherwise transmitted through the Services;
- termination of your access to or use of the Services as provided herein;
- the deletion or failure to store any information or data, communications or Content maintained or transmitted by or through the Services;
- any modification, suspension or discontinuance of the Services (or any part thereof) or these terms;
- use of or reliance on any Content, goods or services available on any other Web sites that you access through the Services; and
- any other matter relating to the Services or these Terms.

OPERATOR SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES.

15. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

16. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Operator, its owners, subsidiaries, affiliates, officers, directors, co-branders or other partners, employees, consultants, lawyers and agents from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from:

- any information or Content (as defined below) that you (or anyone using your account) submits, posts or transmits through the Services,
- your (or anyone using your account's) use of the Services,
- your (or anyone using your account's) violation of these Terms,
- your (or anyone using your account's) violation of any rights of any other person or entity or
- any viruses, trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines input by you into the Operator Web site or other Services.

17. TRADEMARKS

Certain of the names, logos, and other materials displayed on the Operator's Web site and in and through the Services constitute trademarks, trade names, service marks or logos ("Marks") of Operator or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated with them remains with Operator or those other entities.

18. COPYRIGHTS; RESTRICTIONS ON USE

The content of the Services, including without limitation, text, software, music sound, photos, graphics, video, page layout and design and other material contained in the Services or information presented through the Services by Operator or its licensors (the "Content"), is copyrighted by Operator and/or its licensors under United States and international copyright laws and is owned by Operator or its licensors. The Content

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19. LICENSE TO CONSUMER

Operator grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not, and do not permit any third party to: copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Operator for use in accessing the Service.

20. LICENSE TO OPERATOR

You hereby grant to Operator and its successors and assigns, a worldwide, perpetual, irrevocable, royalty-free, assignable and sublicenseable right, in any media now known or hereafter devised, to exercise all copyright and other intellectual property rights with respect the Content you provide to us to be published on the Operator's website or on or through the Services or otherwise through the Services, to use, distribute, display, reproduce, modify and create derivative works from such material, in any and all media, in any manner, in whole or in part, without any duty to account to you. The foregoing does not apply to Content contained on hyper linked pages or any other Content you do not submit to us.

21. MISCELLANEOUS

A. Entire Agreement

The Terms constitute the entire and exclusive and final statement of the agreement between you and Operator with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and Operator with respect to the subject matter hereof.

B. Governing Law

The Terms and the relationship between you and Operator shall be governed by the laws of the State of California as applied to agreements made, entered into and performed entirely in California by California residents, notwithstanding your actual place of residence.

C. Venue

All lawsuits arising out of the Terms or out of your use of the Services shall be brought in the Federal or state courts having jurisdiction over San Diego County, California.

D. Jurisdiction

You hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

E. Service of Process

Service of Process in any such action may be effected either by certified mail, return receipt requested or by recognized national private carrier where you or your authorized agent accept delivery of such service of process.

F. Waiver

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

G. Partial Invalidation

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect.

H. Limitation of Actions

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.