

## TERMS OF USE

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### Site Content

ATG owns the Site. Your use gives you no ownership rights to any content in the site. The “Site” includes, but is not limited to, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code, and the design, structure, selection, coordination, expression, “look and feel”, and arrangement of such content (collectively, “Content”).

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The Site and its Content are delivered on an “as-is” and “as-available” basis. The Content should not be construed as legal, tax, accounting or any other professional advice or service. You should not send any confidential information to ATG until you have received agreement from us to perform the services you request.

### Access to and Use of the Site

You may not obtain access to the Site, or ATG’s services, programs, or products through false or misleading information.

If you have an account or portal access, you may not permit another person to access the Site using your account or password.

You may not directly or indirectly sell, transfer, solicit, or advertise any services, products, or information using the Site.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any ATG server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not use the Site to obtain materials or information not purposely made available through the Site. These prohibited uses include any “deep-link,” “page-scrape,” “robot,” “spider” or other automatic device, program, algorithm, methodology, or process.

You may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

You may not seek, search, obtain, reveal, disclose, or exploit ATG proprietary information or any personal information, other than your own personal information, from the Site or any network connected to the Site, through reverse look-up, trace or any other method.

You may not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or ATG's systems or networks, or any systems or networks connected to the Site or to ATG.

You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to ATG on or through the Site or any service offered on or through the Site.

You may not use the Site or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of ATG or others.

You may not engage in any other activity that ATG determines, in its sole discretion, adversely affects the use and enjoyment of the Site.

You agree that ATG may, in its sole discretion and without prior notice, terminate your access to the Site because of (1) requests by law enforcement or other government agencies; (2) a request by you (for example, self-initiated account deletions); (3) discontinuance or material modification of the Site or any service offered on or through the Site; (4) unexpected technical issues or problems, or (5) any other reason requiring such action in ATG's sole discretion.

### **If You Violate These Terms of Use**

If ATG in its sole discretion determines you have violated these Terms of Use or other agreements or guidelines associated with your use of the Site, you acknowledge and agree that:

ATG may, in its sole discretion and without prior notice, terminate your access to the Site or block your future access to the Site, or both;

ATG may preserve any transmittal, communication, or related data by or from you with ATG in connection with or related to your use of the Site, and may also disclose such the transmittal or communication or its contents if required to do so by law, or if ATG determines such disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such transmittal, communication or data violates the rights of others; or (4) protect the rights, property or personal safety of ATG, its employees, users of or visitors to the Site, and the public.

If your violation will cause irreparable harm to ATG, for which monetary damages would be inadequate, you consent to ATG obtaining any injunctive or equitable relief that ATG deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies ATG may have at law or in equity.

If ATG takes legal action against you as a result of your violation of these Terms of Use, ATG will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to ATG.

### **The ATG Logo and Other Symbols**

Use of the ATG name, logo, trademarks, or other proprietary information such as the pictures taken from the Site (whether as images, text, page layout, or other format) without written permission of the ATG is strictly prohibited.

Without the prior, express written consent of ATG, you may not: (1) frame or use framing techniques to enclose the ATG name, logo, trademarks, or other proprietary information; (2) use any meta tags or any other "hidden text" using ATG's name, logo, trademarks, or other proprietary information; or (3) use or create any link to a website that includes the ATG name, logo, trademarks, or other proprietary information.

### **Disclaimer of Warranties and Liability**

The Site and its content are delivered on an "as-is" and "as-available" basis, and are subject to change without notice. You assume total responsibility for your use of the Site and any linked sites.

ATG reserves the right at any time, without notice: (1) to modify, suspend, or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

ATG does not promise that the Site or any content, service, or feature of the Site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Site will provide specific results.

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## Limitation of Liability

If, notwithstanding the other provisions of these Terms of Use, ATG is found to be liable to you for any damage or loss that arises out of or is in any way connected with your use of the Site or any content, ATG's liability shall in no event exceed the value of the product or services at issue, or one hundred dollars (\$100) in the aggregate, whichever is less. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Except where prohibited by law, ATG will not be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if ATG has been advised of the possibility of such damages.

## Indemnity

Upon demand, you agree to indemnify, defend, and hold harmless ATG, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, from and against any demands, loss, liability, claims or expenses (including attorneys' fees), made against ATG by any third party due to or arising out of or in connection with your violation of these Terms of Use.

## Copyrights and Trademarks

ATG respects intellectual property and expects the users and visitors to the Site to do the same. ATG will investigate reports of alleged infringement and will take appropriate action to remove or disable access to any material found likely to be infringing.

If you believe ATG's Web site infringes your copyright, please provide the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that has allegedly been infringed.
- A description of the copyrighted work that you believe has been infringed.
- The location on the Web site of this allegedly infringed material.
- Your address, telephone number, and e-mail address and any other pertinent information sufficient to allow ATG to contact you.
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Notices of claimed copyright infringement should be directed to:

By mail: Alliance Title Group, LLC  
636 Trade Center Blvd.  
Chesterfield, MO 63005

By e-mail: [wcomer@alliancetitlegrp.com](mailto:wcomer@alliancetitlegrp.com) OR [kgoffstein@alliancetitlegrp.com](mailto:kgoffstein@alliancetitlegrp.com)  
(Please include "notice of infringement" in the subject line.)

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## Privacy

ATG's Privacy Statement applies to your use of the Site, and its terms are made a part of these Terms of Use by this reference. To view ATG's Privacy Statement, [click here<insert link>](#). The Privacy Statement addresses, among other things, ATG's collection, use, and sharing of your personal information, its tracking of visits to their website.

## **Governing Law and Agreed Venue**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Missouri without regard to its conflicts of laws provisions. Any such matters that cannot be settled through alternative dispute resolution will be resolved in St. Louis County state court or federal court in St. Louis, Missouri. You agree to and waive any objection to the personal jurisdiction or venue of these courts as stated in this paragraph.

## **Time Limit for Claims**

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, and any claim by you is subject to the Limitation of Liability set forth above. Claims made under separate express written terms and conditions of purchase for services are not subject to this limitation.

## **Void Where Prohibited**

ATG reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product, or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you agree to the transfer of your information to or within the United States.

## **Miscellaneous**

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

These Terms of Use constitute the entire agreement between you and ATG with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and ATG with respect to such use are superseded and cancelled.

ATG's failure to enforce performance of these Terms of Use shall not be construed as a waiver by ATG of its rights under these Terms of Use, nor shall any course of conduct between ATG and you or any other party be deemed to modify these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

## **Questions?**

If you have any questions about ATG's Privacy Statement, please contact us via email us at [wcromer@alliancetitlegrp.com](mailto:wcromer@alliancetitlegrp.com) or [kgoffstein@alliancetitlegrp.com](mailto:kgoffstein@alliancetitlegrp.com) or by mail at Alliance Title Group, LLC 636 Trade Center Blvd., Chesterfield, MO 63005.

*(Effective March 2016)*