

IMPORTANT – PLEASE READ

Conditions of Website Use

Acceptance

This website (hereinafter “**Site**”) is owned by Raymond Shores and Associates, Inc. (hereinafter “**RSA**”, “**We**”, “**Our**” and “**Us**”). We are a for-profit Mississippi corporation.

The Site is offered to you conditioned on your acceptance, without modification, of the following terms, conditions, and notices (hereinafter “**Conditions of Use**”). Your use of the Site, including your viewing, interacting or browsing of any of the web pages on the Site, constitutes your legal agreement to be bound by these Conditions of Use.

We in our sole discretion may change, modify, add, or remove portions of these Conditions of Use at any time. When We make any significant updates to these Conditions of Use, We will post a notice in a prominent place on our website for a period of thirty (30) days to make you aware of the changes that have been made. By your continued use of the Site, you consent to the revised Conditions of Use. You should read these Conditions of Use periodically because they are subject to change. If you use the Site after We post changes to these Conditions of Use, you are deemed to have accepted the changed Conditions of Use.

If you do not agree with these Conditions of Use, then your sole and exclusive remedy is to discontinue using the Site immediately.

These Conditions of Use were last changed on October 1, 2017. The first Conditions of Use that We posted at the Site were dated October 1, 2017, the same date that the Site was presented to the public.

Purpose

The Site is designed to provide you with many functions, including the ability for you to browse the Site for informational purposes. You agree to use the Site only for its intended purpose.

Privacy

Your privacy is important to us. RSA’s Privacy Policy is incorporated into, and made a part of, these Conditions of Use. RSA’s Privacy Policy can be found on the Site, near the link to these Conditions of Use.

Limited License

Ownership.

The Site, which includes but is not limited to, all information, images, graphics, data, text, files, links, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, and other matters related to the Site (hereinafter individually and collectively referred to as “**Site Content**”) are the exclusive property of, and exclusively owned by RSA and RSA’s licensors, and are protected under applicable copyright, trademark, trade secret, and other proprietary rights laws. Except as specifically allowed

in these Conditions of Use, the copying, redistribution, use, repurposing, or publication by you of the Site Content is strictly prohibited. You do not acquire any ownership rights to any Site Content through your access to, or use of, the Site, and you possess only those rights expressly granted to you in these Conditions of Use. Nothing in these Conditions of Use or otherwise will be deemed to grant to you an ownership interest in the Site, in whole or in part.

Limited Right to Use.

RSA grants, and you accept, a limited, nonexclusive, non-transferable, and revocable license to use the Site Content solely for your own personal or internal business use (and never in a multi-level marketing capacity or managed services environment). You may not use the Site for any other purpose. You may not reproduce, republish, distribute, assign, sublicense, sell, or prepare derivative works of the Site Content. All rights in and to the Site Content not expressly granted in this paragraph remain in RSA and RSA's licensors.

Errors and Product Availability

RSA reserves the right to make changes to its product listings without notice. Errors, inaccuracies, omissions, prices of products and services, descriptions of products and services, availability of products and services, and technical specifications on the Site will be corrected at Our discretion.

Registration

You may be required to register with RSA in order to access certain services or areas of the Site. If the Site offers any registration functionality, the following will apply:

1. You agree to provide accurate, current, and complete information about yourself as you may be asked in the registration questionnaire or from time to time.
2. You agree to maintain the security of your password and identification information and not provide such to another person or entity.
3. You are fully responsible for all use of your registration and access to the Site and for any actions that take place through your registration or access to the Site.
4. You shall maintain and promptly update personal data that you provide to Us to keep such data accurate, current, and complete, including any personally identifiable information that you provide to Us during the registration process, such as and including but not limited to your full name, email address, mailing address, your gender, telephone number, and credit card number.

User Representations

You represent and warrant each and all of the following conditions:

1. You are at least 18 years of age.
2. Your use of the Site is legal in, and does not violate any laws or rules of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Site.
3. You possess the legal right and ability to consent to these Conditions of Use and to use the Site in accordance with these Conditions of Use.
4. Your use of the Site shall be in accordance with these Conditions of Use.

5. Your use of the Site shall be in accordance with all applicable laws and regulations.
6. You shall not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
7. You shall not obtain, or attempt to obtain, any materials, information, or other content through any means not intentionally made available or provided for through the Site, or
8. You shall not circumvent, or attempt to circumvent, any security feature of the Site.
9. You have all necessary right and authority to submit the data, commitments and representations that you make to Us.

Unlawful or Prohibited Uses

The Site may only be used for lawful purposes in accordance with the terms of the license granted in these Conditions of Use. As a condition of your use of the Site, you warrant to RSA that you will not use the Site for any purpose that is unlawful or prohibited by these Conditions of Use, whether on behalf of yourself or on behalf of any third party, unless you have Our express prior written consent.

By way of example, and not as a limitation, you agree that when using any portion of the Site, you will not:

1. Modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup or source code of the Site or make any unauthorized changes to the Site.
2. Embarrass, defame, slander, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
3. Publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Site to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, hateful, or unlawful topic, name, material, or information.
4. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
5. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage or hinder the operation of another's computer.
6. Use any automated means, including, but not limited to, electronic "spiders," "robots," or "crawlers," to download data from any of Our databases or engage in any data gathering, mining, or extraction methods for any purpose.
7. Incorporate data from any Our database into any emails or other "white pages" products or services, whether browser-based, based on proprietary client-side applications, or web-based, without Our prior, express, and written consent.
8. Advertise, post, or offer to sell or buy any goods or services for any business purpose (including commercial advertisements, affiliate links, and other forms of solicitation).
9. Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication.
10. Download any file posted by another user of an Interaction Service that you know, or reasonably should know, cannot be legally distributed in such manner.
11. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded.
12. Impersonate another person or entity or use any fake name or identity.
13. Restrict or inhibit any other user from using and enjoying any portion of the Site.
14. Violate any code of conduct or other guidelines that may be applicable for any portion of the Site.
15. Harvest or otherwise collect information about others, including, but not limited to, e-mail addresses, without their prior, express, and written consent.

16. Violate any applicable laws, rules, or regulations or rights, including intellectual property, privacy, or publicity rights.

Termination of Access

RSA reserves the right to terminate your access to the Site at any time (for any reason or for no reason). In particular and without limitation We may terminate your access upon your non-compliance with these Conditions of Use or if you violate Our rights or privileges or the rights or privileges of any other party.

You agree that RSA shall not be liable to you or any third party for any termination of your access to the Site. Upon termination, all provisions of these Conditions of Use which are by their nature intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

Indemnification

You agree to indemnify, defend, and hold RSA and RSA's affiliates, and their respective owners, partners, shareholders, members, managers, directors, officers, employees, agents, information providers, suppliers, agents, and attorneys harmless from any and all liabilities, losses, claims, and expenses, including reasonable attorney's fees, related to your failure to comply with any of these Conditions of Use, or your use of the Site (including content downloaded by you from the Site). RSA has no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Conditions of Use or the Site or your use of the Site.

Disclaimers

THE INFORMATION, CONTENT, AND SERVICES PROVIDED THROUGH THE SITE (INCLUDING THE SITE CONTENT) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY.

RSA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

RSA DOES NOT WARRANT THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

RSA DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM USE OF THE SITE.

IN NO EVENT WILL RSA BE LIABLE FOR ANY LOSS OR CORRUPTION OF DATA, INCLUDING USER CONTENT.

YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SITE AND YOUR ACCOUNT (IF ANY).

ALL INFORMATION, CONTENT, AND SERVICES PROVIDED THROUGH THE SITE

(INCLUDING THE SITE CONTENT, THE INTERACTION SERVICES, AND THE SUBMISSIONS) ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND REPRESENTS NO COMMITMENT ON RSA'S PART IN THE FUTURE TO MAINTAIN OR CHANGE SUCH INFORMATION, CONTENT, OR SERVICES OR TO PROVIDE THE SITE.

ALTHOUGH THE SITE CONTENT MAY BE UPDATED FROM TIME TO TIME, IT MAY BE OUT-OF-DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS.

RSA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY, TIMELINESS, OR APPROPRIATENESS OF ANY INFORMATION, CONTENT, OR SERVICE PROVIDED BY US.

RSA IS NOT RESPONSIBLE FOR YOUR INABILITY OR FAILURE (FOR ANY REASON) TO ACCESS THE SITE OR OTHERWISE USE OR RECEIVE INFORMATION, CONTENT, OR SERVICES FROM OR REGARDING THE SITE.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL RSA OR ANY OF RSA'S AFFILIATES BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND (INCLUDING COMPENSATORY DAMAGES, LOST PROFITS, LOST DATA, OR ANY FORM OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SITE CONTENT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT RSA AND RSA'S AFFILIATES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER, INCLUDING OFFENSIVE CONTENT OR OFFENSIVE CONDUCT.

IF YOU ARE DISSATISFIED WITH ANY SITE CONTENT, OR WITH ANY OF THIS AGREEMENT'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

IN ADDITION TO THE FOREGOING LIMITS, IN NO EVENT WILL RSA'S OR ANY OF RSA'S AFFILIATES' AGGREGATE LIABILITY EXCEED \$100. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.

IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY RSA OR ANY OF RSA'S AFFILIATE'S MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

Links

The Site may contain links to other websites not owned or operated by RSA and interactive functionality interacting with third parties, including social media applications and product manufacturers' applications. RSA is not responsible for, and disclaims any liability with respect to, the content, accuracy, functionality, action,

inactions, or opinions expressed in such websites, and We do not investigate, monitor, or check such websites for accuracy or completeness. Inclusion of any linked website on the Site does not imply RSA's approval or endorsement of the linked website or the products, services, or information available at or from such linked website. If you decide to leave the Site and access these third-party sites, you do so at your own risk. Specifically, you will be subject to such third-party sites' privacy policies, which may be different than RSA's privacy policy. Other applications may link to the Site with or without our authorization, and we may block any links to or from the applications, in our sole discretion.

You may not create an Internet "link" to the Site or "frame" or "mirror" any Site Content without Our prior written permission for each such instance.

The Site may contain links to other pages within the Site that no longer work. Please report to Us any such non-working links that you encounter.

Miscellaneous

These Conditions of Use shall be governed by, and construed and enforced in accordance with, the laws of the state of Mississippi, without regard to any conflicts of law principles. All legal proceedings arising from, or in connection with, these Conditions of Use shall be brought solely in a court of competent jurisdiction located in Madison County, Mississippi.

The provisions of these Conditions of Use are severable, and in the event any provision of these Conditions of Use is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. RSA's waiver of a breach of any provision of these Conditions of Use by you shall not operate or be construed as a waiver by RSA of any subsequent breach by you.

A printed version of these Conditions of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Conditions of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Conditions of Use and all related documents be drawn up in English as spoken in the United States.

You may not assign these Conditions of Use or delegate your rights, duties, or obligations under these Conditions of Use without RSA's prior, express, and written consent.

If you are aware of any violations of these Conditions of Use, or if you have any questions or comments regarding these Conditions of Use, please contact us at Raymond Shores and Associates, Inc., P.O. Box 56 Bentonia, MS 39040.

All trademarks, service marks, and trade names displayed on the Site are proprietary to RSA or RSA's licensors, all of which are the property of their respective owners.

Any notices or communications to be given under this Agreement by you to RSA shall be deemed to have been duly given if given in writing and sent by certified mail, postage prepaid with return receipt requested, in each case, at the following addresses: Raymond Shores and Associates, Inc., Attention: Legal Department, P.O. Box 56 Bentonia, MS 39040.