

# **Terms and Conditions**

Agreement between User and DATACROSSPOINT.COM

Welcome to DATACROSSPOINT.COM. The DATACROSSPOINT.COM website (the "Site") is composed of various web pages operated by Advanced Production Partners, LLC, dba CROSS POINT DATA ( DATACROSSPOINT.COM), hereinafter CROSS POINT DATA, its employees, agents, representatives, contractors, successors and assigns ("CROSSPOINT DATA"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read the Terms carefully, and keep a copy of them for your reference.

DATACROSSPOINT.COM is a REAL ESTATE DATA SITE PURPOSED TO ORGANIZE REAL ESTATE DATA.

## **Privacy**

Your use of the Site is subject to CROSS POINT DATA's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices. With regard to advertisements, it is understood by the user that information collected on the Site may be used to provide helpful and useful advertisements to the user.

## **Electronic Communications**

Visiting the Site or sending emails to CROSS POINT DATA constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that CROSS POINT DATA is not responsible for third party access to your account that results from theft or misappropriation of your account. CROSS POINT DATA and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. Any scraping, data harvesting, data mining, use of spiders, robots, bots, or any similar term therein with regard to the use of the Site is strictly prohibited and the user agrees not to conduct such actions. If such actions, whether one or more, as described above with regard to theft of intellectual property of CROSS POINT DATA are taken in whole or in part, all remedies available under law will be taken against the parties wholly or partially responsible.

## **Age Restrictions**

If you are under 18, you may NOT use DATACROSSPOINT.COM. If you use the Services provided by CROSS POINT DATA, you represent that: you are not under the age of 18, you have not previously

abused or been removed from the Site for violation of these Terms and Conditions, and you are not violating any applicable laws and restrictions by using the Site.

### **Links to Third Party Sites/Third Party Services**

DATAACROSSPOINT.COM may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of CROSS POINT DATA and CROSS POINT DATA is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CROSS POINT DATA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CROSS POINT DATA of the Site or any association with its operators. Certain services made available via DATAACROSS POINT.COM are delivered by third party sites and organizations. By using any product, service or functionality originating from the DATAACROSSPOINT.COM domain, you hereby acknowledge and consent that CROSS POINT DATA may share such information and data with any third party with whom CROSS POINT DATA has a contractual relationship to provide the requested product, service or functionality on behalf of CROSS POINT DATA (DATAACROSSPOINT.COM) users and customers.

Third Party Services include but are not limited to the following and you agree to their respective Terms and Conditions as cited:

-Google Maps - (Terms and Conditions:

[http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html))

(Privacy Policy: <https://www.google.com/intl/ALL/policies/privacy/index.html>)

-Stripe - (Terms and Conditions: <https://stripe.com/us/connect-account/legal>)

(Prohibited Businesses: <https://stripe.com/us/prohibited-businesses>.)

### **No Unlawful or Prohibited Use/Intellectual Property**

If you comply and are found to not be in violation of these Terms and Conditions, you are granted a non-exclusive, non-transferable, revocable license to access and use DATAACROSSPOINT.COM strictly in accordance with the Terms. As a condition of your use of the Site, you warrant to CROSS POINT DATA that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of CROSS POINT DATA or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. CROSS POINT DATA content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of CROSS POINT DATA and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the

intellectual property of CROSS POINT DATA or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by CROSS POINT DATA from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CROSS POINT DATA Content accessed through DATACROSSPOINT.COM in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless CROSS POINT DATA, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CROSS POINT DATA reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CROSS POINT DATA in asserting any available defenses. Upon entering this website, all users are deemed to have agreed to and accepted the following: The data listed within this website is provided for informational purposes only, and was collected from third parties for the limited purpose of assisting the users of this Site in comparing suggested property valuations. Nothing contained herein should be construed to be an official appraisal, title opinion, or assurance of marketability of any property. CROSS POINT DATA assumes no liability for any damages claimed or incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of the use of this Site, or any errors, omissions, or discrepancies in any information or data published herein; and by entering this Site, all users release and forever discharge the Owner from any and all claims, demands, damages, costs, expenses, loss of services or revenue, actions, and causes of action said users may now or hereafter claim against CROSS POINT DATA. You agree that you understand that members of CROSS POINT DATA may hold real estate licensure and other licensure with regard to finance. However, unless stated to the contrary in explicit terms of writing, members of CROSS POINT DATA and CROSS POINT DATA assume no responsibility for any consequence, directly or indirectly, that may result as a result of your action or inaction in relation or non-relation to the Site. No information on the Site is intended to be used for financing, financial decisions, or in loan documentation. No information on the Site should in any way be received or considered as financial advice of any kind. CROSS POINT DATA is not responsible for any insufficiency, direct or indirect, intentional or unintentional, with relation to your use of the Site from any means within your purview to include but not limited to: phone, computer, laptop, or other electronic device or lack thereof.

### **Fees**

It is understood by you that you are solely responsible for charges made in US Dollars to your account. The amount of charges varies according to your desired use of such Services provided by CROSS POINT DATA. For the same fees, all fees are generally non-refundable. If there is a change in fee structure, notice will be provided in a best efforts manner. However, you agree that you are responsible for managing your

account and reviewing your applicable billing information on a periodic or non-periodic basis. If the changes to fee structure are not acceptable to you, available remedies for you include canceling your use of the Services provided on the Site. It is understood by you that we work diligently to provide the safest possible payment options for your use of the Site and that the authorized third-party payment processor charges the amount that you have specified and consented to in your selection of Site offerings at the time of purchase or otherwise agreed to as part of other offerings made available to the payment information that you have provided. In some instances, pre-authorization is applicable and if such is relevant, validation of funds for the payment method provided by you will be taken to ensure you are able to meet your purchase commitments. For recurring payments or subscription services on a periodic basis, you agree and consent to billing on the basis selected by you at the time of purchase or accepted by other means of information transmission that may be documented, until such recurring payments or subscriptions are canceled or terminated by your selection. If you do select to terminate or cancel recurring payments or subscription services for the payment method you selected, cancellation or termination of payment terms will cease after all outstanding amounts applicable have been satisfied. By using the services of any third-party payment processor, you agree to indemnify, defend and hold harmless CROSS POINT DATA, its officers, directors, employees, and agents, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of said use.

### **Understanding and Agreement**

You agree and understand that you will not use the Site to discriminate against a protected class of individuals by federal, state or local laws. You agree and understand that you will not promote illegal, racist, or discriminatory actions by use of the Site. You agree to not impersonate another person on the Site and you agree to not present yourself under false pretenses. You agree to not upload any harmful product such as a virus, spider, scam, or any other product by which it is reasonably determined to be to the detriment of another party. You agree that information provided to the Site is true and you agree to not defraud another party by use of the Site. You agree to not post or make public any information on the Site which CROSS POINT DATA, in its sole discretion may deem inappropriate or objectionable. You agree to not bypass security measures provided by the Site. Any violation of these Terms and Conditions will be met with all applicable remedies available under law.

### **User Materials**

User Generated Content: Granting of License. In some instances of Site interaction, you may be able to upload content to the Site to include but not limited to: text, video(s), photo(s), image(s), and data. For same content, it shall be considered that you, as the provider of such content, are the responsible party of such content, holding necessary permissions for transmission of information upheld by warranty on your part to include upholding intellectual property law and personal privacy law, to provide the Site irrevocable, perpetual, unlimited, irrevocable, royalty free, license of same content. There will be no fee paid to you for such content unless otherwise agreed to by authorized representatives of CROSS POINT DATA in explicit writing.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration

pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties, but in no case outside the State of Oklahoma. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL'S CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and CROSS POINT DATA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ADVANCED PRODUCTION PARTNERS, LLC, dba CROSS POINT DATA (DATACROSSPOINT.COM) AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. ADVANCED PRODUCTION PARTNERS, LLC, dba CROSS POINT DATA (DATACROSSPOINT.COM) AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ADVANCED PRODUCTION PARTNERS, LLC, dba CROSS POINT DATA (DATACROSSPOINT.COM) AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADVANCED PRODUCTION PARTNERS, LLC, dba CROSS POINT DATA (DATACROSSPOINT.COM) AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT,

PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVANCED PRODUCTION PARTNERS, LLC, dba CROSS POINT DATA (DATACROSSPOINT.COM) OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

CROSS POINT DATA reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Oklahoma and, notwithstanding the terms of the arbitration clause listed above, you hereby consent to the exclusive jurisdiction and venue of courts in Oklahoma in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CROSS POINT DATA as a result of this agreement or use of the Site. CROSS POINT DATA's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CROSS POINT DATA's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by CROSS POINT DATA with respect to such use. You understand that you may deactivate your account at any time by means accessible to you through the Site found in Site Settings/My Info. CROSS POINT DATA may or may not decide, in its sole discretion, to remove information made available to it on a case by case basis. Account deactivation, termination, or deletion does not remove the obligation to fulfill payment terms of outstanding fees. If you violate the Terms and Conditions, defined here, your account may be terminated, deleted or destroyed. In addition, CROSS POINT DATA reserves the right to remove, terminate, or destroy your account. In addition, no notice is required for such action of termination or related term, and any requirement of such action is deemed waived by your acceptance of these Terms and Conditions. CROSS POINT DATA may change the Terms and Conditions found herein at any time at its sole discretion and by proxy your consent and agreement to abide by such Terms and Conditions and their respective changes is given by use after notice. You agree that you are responsible for understanding and reviewing the Terms and Conditions on a periodic or non-periodic basis.

#### **Provisions**

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law

including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CROSS POINT DATA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CROSS POINT DATA with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement 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 this agreement and all related documents be written in English.

### **Changes to Terms**

CROSS POINT DATA reserves the right, in its sole discretion, to change the Terms under which DATACROSSPOINT.COM is offered. The most current version of the Terms will supersede all previous versions. CROSS POINT DATA encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

CROSS POINT DATA welcomes your questions or comments regarding the Terms: Advanced Production Partners, LLC, dba CROSS POINT DATA (DATACROSSPOINT.COM) Email Address: DAVIDDECAI@DATACROSSPOINT.COM Telephone number: 5802775760

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CONCLUSION

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