

## **houseplanSTOP, INC.**

### **ONLINE PURCHASE TERMS AND CONDITIONS**

This AGREEMENT is between houseplanSTOP, Inc. ("houseplanSTOP") and the party ("Customer") who purchases plans using the online order form, attached hereto and incorporated herein by this reference. Customer can not resell, lend, loan, sublicense, assign or give away the plans or the limited license granted hereunder for the construction of **one** house to any third party. The license right is personal in nature.

1. **PURCHASE.** Upon receipt of Customer online order form and successful processing of Customer payment, houseplanSTOP will ship to Customer the plan(s) identified on the online order form.

2. **PAYMENT.** Payment shall be made through Visa, MasterCard, American Express or Discover Card. houseplanSTOP shall charge Customer credit card the total amount set forth on the order form, including all fees for shipping and all applicable taxes. All amounts are in U.S. Dollars. No plans shall ship until full payment has been received. All purchases are non-refundable and non-returnable.

3. **COPYRIGHT LICENSE AND OWNERSHIP.** Except for the purchase of a Study Set, upon full payment of all fees and costs, Customer shall receive a nonexclusive one-time license to use the plans to construct a residential building. If Customer would like additional licenses to construct additional residential buildings from the plans or to make copies of the plans, Customer should contact houseplanSTOP for pricing and licensing information. All copyrights in and to the plans are owned solely by houseplanSTOP or its affiliated companies, and Customer's sole right is the nonexclusive single-building license granted hereunder. The plans are protected under the Architectural Works Copyright Protection Act of 1990 amendment to the U.S. Copyright Act. houseplanSTOP retains the sole and exclusive right to publish the plans, sell copies of the plans to others, and to create derivative works of the plans. Reproduction, including photocopies, of the plans without the prior written consent from houseplanSTOP is strictly prohibited and is a violation of U.S. Copyright law. Customer agrees that the use of the plan is for the construction of one house only, and that the plan or any part of it will not be reproduced by any means without the written consent of the houseplanSTOP. Notwithstanding the foregoing, if Customer purchases reproducible plans, Customer is permitted to make a maximum of ten (10) copies for construction purposes only.

4. **ZONING AND CONSTRUCTION.** Plans purchased hereunder shall be in compliance with generally accepted zoning principles. These zoning principles may or may not be the same as the zoning laws and regulations in the locale where Customer will construct the plans. houseplanSTOP does not warrant and has not drafted the plans to comply with Customer's local zoning laws and regulations. Customer hereby assumes full responsibility to insure that the plans are in compliance with Customer's local building codes, zoning laws and regulations and Customer assumes full risk for noncompliance. Customer hereby indemnifies and holds houseplanSTOP, its principals, employees and agents, harmless from any claim, loss or liability resulting from the failure of the plans to comply with local zoning laws or regulations or for any other breach of this Agreement attributable in whole or in part to Customer or its builder.

5. **CUSTOM SERVICES.** houseplanSTOP is able to make custom changes to any of its plans purchased online. Please contact houseplanSTOP at 1-800-725-6852. All custom design work shall be subject the houseplanSTOP, Inc. Design Services Agreement.

6. **WARRANTY AND LIMITATION OF LIABILITY**. CUSTOMER IS PURCHASING PLANS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. SPECIFICALLY, HOUSEPLANSTOP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND COMPLIANCE WITH LOCAL BUILDING OR ZONING CODES. IN NO EVENT SHALL HOUSEPLANSTOP BE LIABLE TO CUSTOMER, ITS BUILDER OR ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF HOUSEPLANSTOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT HOUSEPLANSTOP IS FOUND LIABLE, HOUSEPLANSTOP'S TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTY WILL BE LIMITED TO THE MONIES PAID TO HOUSEPLANSTOP UNDER THIS AGREEMENT. ALL PURCHASES ARE FINAL AND NON-REFUNDABLE. HOUSEPLANSTOP IS NOT A LICENSED ARCHITECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. **SUCCESSORS AND ASSIGNS**. This Agreement and Customer's obligations hereunder shall be binding on representatives, successors and permitted assigns of Customer and shall inure to the benefit of the representatives, successors and assigns of houseplanSTOP

8. **NOTICE**. All notices shall be made in writing and shall be effective upon being received by confirmed facsimile or by postage prepaid U.S. Certified Mail, Return Receipt Requested.

9. **SEVERABILITY AND WAIVER**. If any provision of this Agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is void invalid or unenforceable, but if by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. **ATTORNEYS' FEES**. Customer shall be liable for all fess and costs, including reasonable attorneys' fees, incurred by houseplanSTOP in enforcing any provision of this Agreement, including enforcement of this provision, regardless of enforcement through legal action or non-legal action.

11. **FORCE MAJEURE**. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, terrorism, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, breakdown of equipment, or any causes beyond the reasonable control of such party.

12. **CHOICE OF LAW AND FORUM**. This Agreement shall be governed by the substantive and procedural laws of the State of Iowa, and any conflict of law principles which might make this choice of law ineffective shall not apply. The parties hereby irrevocably submit to the exclusive personal jurisdiction and venue of the courts of Linn County, Iowa. Customer hereby irrevocably waives the defense of an inconvenient forum to the maintenance of such lawsuit, action or proceeding.

13. **ENTIRE AGREEMENT**. This Agreement and the attached Online Order Form

contains the complete, final and entire agreement between the parties and there are no other promises or conditions in any other agreement between the parties whether oral or written, relating to the subject matter of this Agreement. This Agreement supersedes any prior discussions, representations, and statements, or written or oral agreements between the parties. The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.