

## Terms of Use

### Welcome to Note Giant,

Use of this website is offered to you on your acceptance of these Terms of Use and our Privacy Policy. Your use of this website or of any content presented in any and all areas of the website indicates your acknowledgment and agreement to these Terms of Use and our Privacy Policy. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our information, services, or website. We suggest you print a copy of each of these documents for your records.

Note Giant may revise this Agreement. Please visit this page periodically to review this Agreement, because they are binding on you.

Note Giant shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice to you and without Note Giant incurring liability. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of this website following changes to these Terms of Use shall constitute your acceptance of all such changes. Changes to these Terms of Use shall be effectively immediately following the posting of such changes on this website.

### GENERAL PROVISIONS

The material that appears on Note Giant may contain errors, the information on these posting are coming from the users of this web site. Validations are a good way to eliminate these errors, however, Note Giant cannot guarantee that the Validated information is free of errors. Before purchasing a note you as the buyer should feel comfortable with the information and should do your own due diligence with regards to the information which is important to your decision. Note Giant is not responsible for, and does not guarantee the performance of, any such goods or services or information.

To post a note or note pool on Note Giant's web site ([www.notegiant.com](http://www.notegiant.com)) the seller provides all the information which is listed under the postings, Note Giant does not verify any of the information unless a Validation has been done on the posting. Such information may include an individual or company's name, address, phone, note description and terms and other information ("Posting Information"). Note Giant assumes no responsibility for testing or verifying the accuracy of such Posting Information (Note Giant accepts the information given by the user), and does not endorse or approve any transaction.

Note Giant's services are available to individuals and business. Individuals agreeing to be bound by these Terms of Use on behalf of a business must be an officer or agent of such business who is authorized to form legally binding contracts on behalf of the enterprise under applicable law. And any such person hereby certifies that is an officer or agent of such business. Note Giant may also refuse to provide the Services to anyone or any entity at any time, in our sole discretion and Note Giant reserves the right to deny use of this service to anyone who uses the service in manner we consider inappropriate.

Please review Note Giant's [Privacy Policy](#)

If you have any concerns with regard to Note Giant, please email us, or call Note Giant's Customer Service Department toll free: 866-951-1105

Note Giant offers a Validation Service for your convenience. Note Giant may use the services of Third Parties to obtain information for the Validation of a posting. Note Giant offers the validation of a posting as a service, but cannot guarantee that the information is free of errors and does not take any responsibility for any such errors or any harm done by the information provided.

You release Note Giant and its affiliates from any damages that you may incur, and agree not to assert any claims against Note Giant, arising from your purchase of a note or note pool, or use of the validation service.

Note Giant may change the terms of this agreement from time to time. By continuing to use this service following such changes, you agree to be bound by this agreement, as modified.

Note Giant may change, restrict access to, suspend, or discontinue this service, or any portion of this service, at any time.

## **OWNERSHIP**

The materials on this site are the property of Note Giant or its licensors, and are protected by U.S. copyright laws, international conventions and other copyright laws.

Without limiting the foregoing or expanding any of your rights hereunder you may not distribute, transmit, display, reproduce, modify, sell, create derivative works from, or otherwise exploit any on the materials on Note Giant. You may display and occasionally print a single copy of any page on the site for your personal, non-commercial use, but you may not otherwise reproduce any material appearing on this site without the prior written consent of the owner. You may not store any significant portion of, nor distribute copies of, materials found on this site, in any form (including electronic means), without prior written permission from the owner. Requests for permission to reproduce or distribute materials found on LeaseTrader.com should be sent to: [questions@notegiant.com](mailto:questions@notegiant.com)

You are free to establish a hypertext link to this site as long as the link does not state or imply any endorsement or sponsorship of you, your company, or your site by Note Giant. However, without the prior written permission of Note Giant.com you may not frame any of the content of Note Giant, nor incorporate into another website or other service any intellectual property of Note Giant or its licensors. Requests for permission to frame our content may be sent our Customer Service Manager by [e-mail](#). Notwithstanding the foregoing, upon the request of Note Giant, which shall be made in Note Giant's sole discretion, you shall immediately remove any hypertext link to this site.

## **POSTING**

Note Giant provides to users 18 years of age or older a platform for buying and selling real estate secured promissory notes. Please refrain from posting any information which would allow direct contact between the users. Please contact Note Giant if you encounter any communication that is obscene, defamatory, or otherwise unacceptable. Note Giant reserves the right to delete, move, or edit any communication that it deems in its sole discretion to be a violation of this Agreement or defamatory or insulting in any way.

Note Giant **DOES NOT REVIEW** every note posted on Note Giant.com. You may well read any given posting before anyone on the Note Giant's staff does. You can expect these areas to include information and opinions from a variety of individuals and organizations other than Note Giant. **We do not endorse or guarantee the accuracy of any listing.** Responsibility for what is posted in Note Giant lies with each user. You alone are responsible for material you post. By using Note Giant.com you agree not to post or transmit any defamatory, abusive, obscene, threatening, misleading, or illegal material, or any other material that infringes on the rights of others or interferes with the ability of others to enjoy Note Giant. We retain the right to deny access to anyone who we believe has violated these terms or any other term of this agreement.

Although Note Giant cannot monitor all the posting in the Note Giant.com site, we reserve the right (but assume no obligation) to delete, move, or edit any postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. Note Giant will be monitoring all the questions the users may have for one another prior to forwarding the message on to the intended party. Note Giant will comply with the requirements of the law regarding disclosure of such messages to others, including law enforcement agencies.

You will not use the service to violate the copyright, trademark, or other intellectual property rights of any person or other entity. By submitting material to Note Giant, you are representing that you are the owner of the material, or are making your submission with the explicit consent of the owner.

## **OWNERSHIP OF LISTINGS AND COPYRIGHTS**

The user hereby grants Note Giant a non-exclusive license to publish all listings you provide us. Note Giant is not responsible for any damage or loss to any listings, copy, drawings, and art or any other materials you provide. You hereby agree that by posting on Note Giant, you hereby grant a license to Note Giant a non-exclusive basis, all copyrights and other ownership rights in the listing, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium.

## **Registration**

To obtain access to certain Note Giant.com services, you will be given an opportunity to register with Note Giant. As part of the registration process, you will be required to enter a valid e-mail address and a password. You agree that the information you supply during that registration process will be accurate and complete and that you will not (i) register under the name of, nor attempt to enter the service under the name of, another person; nor will you (ii) adopt a user name that Note Giant, in its sole discretion, deems offensive. You will be responsible for preserving the confidentiality of your password and will [notify](#) Note Giant's Customer Service Manager of any known or suspected unauthorized use of your account.

Note Giant is pleased to make available to you, the opportunity to buy and sell real estate secured promissory notes. There

are some fees that go along with the use of Note Giants services.

### **Membership Fees**

To become a seller of notes on Note Giant a user/seller must sign up for a membership fee. Under the membership tab on the home page there are various different memberships a seller may join. Please refer to the membership page to see detail. Please review the subscription section of these terms of use. Note Giant charges these membership fees to insure that the sellers who join the site are serious. Note Giant is a professional site.

To see a full list of our Memberships, please click [here](#).

### **Posting Fees**

Note Giant charges the seller a \$12.95 one-time, Non-Refundable fee to post a note for sale. Once again, Note Giant charges this fee to insure the postings are professional. Note Giant reserves the right to delete a posting if it seems offensive or fraudulent. The posting fee will be non-refundable. Depending on the sellers choice of membership, some postings may be included.

### **Sale Fee and Deposit**

Note Giant will charge 1% of the sale price as a fee for using Note Giant. At the time of a buyer submitting a winning bid, 1% of the winning bid will need to be given to Note Giant as a deposit. This can be done through pay pal, by wiring directly into Note Giants Escrow Account, or by sending certified funds overnight. This fee may be refundable if the transaction does not go through due to due diligence. Note Giant allows up to fourteen days from the time of winning bid and release of information on the note. If the offer is withdrew by the buyer within the 14 days allowed a full refund will be given. After the 14 days it is up to the discretion of Note Giant whether to give a full, partial, or no refund. After the 14 days allowed, the posting will be reposted for other bidders to bid on. However, the seller of the note may wish to extend the due diligence period. The terms of the due diligence extension is under the sole discretion of the buyer and the seller. Note Giant will not be involved in creating the agreement and/or the terms of the extension. Note Giant will only be involved in forwarding on the requests, questions and answers. Note Giant assumes no responsibility with regards to the terms and agreements between the parties involved in the Due Diligence Extension. It is up to Note Giants discretion whether or not to refund the 1% deposit after the 14 days.

### **Validation Fee**

Note Giant offers Validations of postings. This is to give the buyer of a note some peace of mind. There are fees to Validate a posting, these fee are non-refundable. Please review the Validation Tab on the Home Page to see pricings. Validation may include, Appraisal Review, Title Search, Pulling a New Credit Report, Flood Certifications and an over underwriting of the posting. Having a note Validates will give the posting a better placement in searches. Please note, the validation is usually charged to the seller of the note. However, it may be determined after the initial posting that a validation may be wanted. It may be agreed upon that the validation fee may be split between the buyer and the seller, or that the buyer chooses to pay for the Validation.

To see a full list of our Validation Fees [Click Here](#).

### **RATES**

Note Giant reserves the right to revise rates, terms and specifications contained in the current posting rates, membership fees and Validation costs.

### **PAYMENTS**

#### **Credit Card**

-We accept all major credit cards, including Visa®, MasterCard®, American Express®. Please be sure to provide the exact billing address and telephone number that your credit card issuer has on file for you. Incorrect information may cause a delay in the processing. For the 1% deposit, Note Giant accepts wire transfers, ACH, and certified funds.

**Disputed credit card transactions possibly will be assessed the credit cards processor's processing charge for each time the transaction is disputed, plus administrative expenses plus any collection and/or attorney fees and court costs associated with any deviation of our fee structure and collection of debt.**

### **REFUND POLICY**

**ALL FEES BILLED AND COLLECTED BY NOTEGIANT ARE NON-REFUNDABLE.**

**Postings**

**All processed and billed posting fees are Non-Refundable.**

**Validations**

**All processed and billed Validations are Non-Refundable.**

**Sales Fee**

**The 1% deposit may be refundable if the transaction is cancelled due to due diligence within the allowed 14 days of the winning bid and note information received. It is up to the sole discretion of Note Giant whether the deposit will be refundable or not.**

**Subscriber Binding Agreement:**

You are entering into, and agree to be bound by the terms of, this Agreement (i) *by* clicking the "I Agree" button below (or similar button), or (ii) *by* downloading, installing, accessing, or using the Application or any part of it, or, where the Application consists of services, by accepting any performance or results of such services or (iii) for those Applications as to which it is stated that this Agreement applies to, governs or is a requirement of access to or receipt or use of the Application or any of its features or benefits, *by* your submitting, agreeing to, or making or authorizing a payment for, an order for the Application or any of its features or benefits. Unless context requires otherwise, references in the terms of this Subscriber Agreement document to "**this Agreement**" will be construed to mean and include the terms of this Subscriber Agreement document (including any policies, rules and other requirements that are expressly incorporated into or otherwise made binding by such terms, and any relevant Supplemental Terms), all applicable Supplier Rules, and all Amendments. Please understand that this Agreement is a legally binding agreement between you (either an individual or legal entity) and Company, and it contains important rights, duties and restrictions. If you do not agree to all of the terms in this Agreement and all of the terms incorporated by reference herein via referenced documents, website terms, URL links or otherwise, you should not click the "I Agree" button (or similar button) below, you should not download, install, access, or use the Application or any part of it, or accept any performance or results of services, and you should promptly contact Company for instructions with respect to receiving a refund of any amounts that you have paid to purchase the Subscription.

**SUBSCRIPTIONS.**

**Term.** The Application is available only through the purchase of a Subscription. (At the time of your initial registration you may be offered a 30 day free trial period. At the end of the thirty (30) day free trial period your credit card will be billed on the monthly anniversary of initial registration). Your Subscription shall commence immediately upon Note Giant's acceptance of your order to purchase that Subscription, which may precede the date on which you begin using the Application. The initial term of your Subscription (the "**Initial Term**") shall be as agreed upon by you and Company during registration and reflected in the invoice or other statement transmitted or otherwise sent to you, or posted for your review or reference, to confirm your order ("**Invoice**").

**Automatic Renewal.** Your Subscription will renew automatically on a month-to-month basis (each, a "**Renewal Month**") unless you provide Company with notice of termination at least thirty (30) days prior to the end of the billing cycle. Any such notice must be provided to Company by calling or Customer Service Toll Free number: 866-951-1105 and speaking with a Company customer service representative and by delivery of written notice of cancellation by facsimile to the number provided to you by the Company Customer Service Representative. If you provide Company with the appropriate termination notice within the current monthly billing cycle, your Subscription shall continue only until the end of the Monthly Billing Term, and you shall be liable only for those fees, taxes and other charges assessed by Company under, or otherwise due under, this Agreement in connection with your Subscription (collectively, "**Subscription Fees**") that accrue prior to such date. After the Initial Term, you may terminate your Subscription as of the end of any Renewal Month by speaking with a Company customer service representative by dialing the Customer Service Line.

**Billing Information.** For purposes of billing, identification, and future communications, you must provide Company with all information requested by Company at the time you submit your Subscription order. Without limitation, you must provide your full legal name, address, telephone number(s), email address, and applicable payment data (e.g., a credit card number and expiration date). Further, you must promptly provide Company with all updates necessary to keep such information accurate, current, and complete.

**Subscription Fees.** You agree to pay all Subscription Fees. Subscription Fees will be as published by Company from time to time or otherwise quoted to you in writing (electronically or otherwise). Subscription Fees will be reflected in the Invoice provided to you or will otherwise be quoted or documented to you by Company. Subscription Fees are subject to change by Company from time to time in its sole discretion. Company may establish or change Subscription Fees for Renewal Months by specifying such fees via one or more of the Subscriber Notification Methods in advance of the applicable Renewal Month. All Subscription Fees will be billed to the credit card that you designate during registration (or

such other credit card as you may designate from time to time). All monthly, or other periodic Subscription Fees are due and will be billed automatically to your credit card at the start of each such period (or in accordance with such other billing cycles as Company may adopt). For Renewal Months, the monthly Subscription Fees are due and will be billed to your credit card each month on the date that corresponds with the anniversary date of your Subscription (or in accordance with such other billing cycles as Company may adopt). Subscription Fees regarding an Application shall become nonrefundable thirty (30) days following order-registration for that Application. At Company's discretion, past due Subscription Fees are subject to a late-payment service charge at the rate of 3.0% per month, or the maximum permitted by law, whichever is less. You shall be responsible for all expenses (including, without limitation, reasonable attorneys' fees) incurred by Company in connection with the collection of any past due Subscription Fees. You are responsible for, and agree to reimburse Company for any payment by it of, any and all taxes of any kind or nature (including, without limitation, value-added, sales, use, excise, license, services and like taxes), and all penalties, interest or other assessments relating thereto, arising from this Agreement (excepting taxes based on Company's income).

You hereby authorize Company to debit your credit card for any and all amounts owed by you hereunder, and you will keep such credit card as you register with Company for this purpose in effect and in good standing and with available open credit sufficient to cover any such amounts arising under this Agreement. If for any reason the credit card that Company has on file for you becomes, in Company's understanding or judgment, cancelled, invalid, insufficient, non-authorized, frozen, unavailable, unreliable or for any reason unusable or ineffective for prompt payment to Company, then you will immediately provide Company with a replacement credit card and related information; all authorizations hereunder will apply to any such replacement credit card(s). In addition, if Company requests that you provide a back-up credit card, then you will immediately provide Company with a back-up credit card and related information; all authorizations hereunder will apply to any such back-up credit card(s) and Company may debit the primary or any back-up credit card in its discretion, to the extent necessary to satisfy such amounts as are then due from you under this Agreement. You authorize Company, its Affiliates, contractors and service providers to have access to, use, store and communicate your credit card information, contact information and all other data identifying or pertaining to you but only insofar as is reasonably related to the performance, enforcement or administration of this Agreement or your account or provision or administration of any Application; Company will comply (and require its relevant Affiliates, contractors and service providers to comply) with the applicable terms of the Privacy Statement regarding such information/data. Company reserves the right to invoice, bill or otherwise request or demand payment from you in any other lawful method, in which case you will make payment of such invoice, bill or other demand or request as soon as possible but in no event later than within ten (10) business days after your receipt of same. You are responsible for and shall immediately reimburse us for (if we have paid same) all chargebacks, penalties and other related charges, assessments and costs asserted by any credit card company, bank, payment processor or other organization involved in the payment process unless the sole cause of the charge was Company's breach of this Agreement or violation of applicable law.

#### **USER NAMES AND PASSWORDS.**

To the extent access to and use of an Application is by way of Internet, Web, online or similar connection (as contrasted with access/use You obtain by download or other delivery of software for installation on Your computer), You will be required to choose (or, at Company's discretion, you will be assigned) a user name and password for the Application. You are solely responsible for maintaining the confidentiality and security of your user name and password, and for all activities that occur under your user name and password. You must notify Company immediately if you become aware of any unauthorized use of your user name or password, or if you become aware of any other breach of security regarding the Application. Company will not be liable for any loss or damage that you may incur as a result of someone else using your user name or password, either with or without your knowledge, and you agree to indemnify and hold harmless Company from and against any and all losses it may suffer as a result of such unauthorized use. Company is entitled to assume that anyone who provides your user name and password is you or is acting as your agent or otherwise on your behalf and with your full consent. You authorize Company to deal openly and fully with any person who provides your user name and password, and to do so as to all your Subscriptions. In the event an assistant's license, team license or other arrangement involving multiple user name-password sets, and/or multiple persons having access to Applications you have Subscribed for, is granted, agreed to or acquiesced in by Company, you will be responsible for the security, safekeeping, management and control of such account(s), all such user name-password sets, the relevant Application and other Company Items and all receipt of, access to and use of same; and the above terms of this Section 2 shall be construed to apply in full in such circumstances to any and all such accounts, user name-password sets and multiple-person use.

#### **INTERNET ACCESS; SYSTEM REQUIREMENTS.**

Use of the Application, or certain parts thereof, may require access to the Internet. Additionally, use of the Application, or certain parts thereof, may require particular equipment, software, data access and/or telecommunications services, and Company may change those requirements from time to time in its sole discretion and without prior notice. You are solely responsible for obtaining, configuring, maintaining, and paying all fees, taxes, expenses and other charges related to, any equipment, software, data access and/or telecommunications services necessary for you to access the Internet and/or make use of the Application.

## **POSTING ON NOTE GIANT**

**Posting submitted by a seller will be listed on Note Giant.com subject to your posting remaining in good standing. Your posting will be placed in the Note Giant.com's posting database, which may be accessed by visitors to the Site. Note Giant reserves the right to reject and/or remove any listing submitted by you for any reason.**

**Special positions for your posting(s) are available when a Note is Validated.**

**Posting a note does not guarantee in any way that your note will be successfully sold or that you will not be require fulfilling your obligations with the current holder of the note.**

**It is also important to note that our Validation process does not guarantee that the seller of the note, or the payor of the note will be able to abide to the notes terms.**

## **Non-Circumvention, Non-Disclosure And Confidentiality Agreement**

THIS AGREEMENT, entered into by agreeing to the terms and conditions at membership, is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and Confidentiality between "THE MEMBER" and **Note Giant, LLC** whose principal place of business is at **28345 Beck Rd., Suite 209, Wixom, MI 48393** hereinafter, called the "The Parties."

The Parties with this agree to respect the integrity and tangible value of this agreement between them.

THIS AGREEMENT is a perpetuating guarantee for the life of the membership and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts direct. without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. All contact and transactions must be done thru Note Giant, LLC.

Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

The Parties agree that due to the many variables surrounding each Business Financial Transaction that will occur because of this agreement, the commission to be paid and/or the fee structure between the Parties can vary. A separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before all Business/Financial Transactions.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

The parties will construe THIS AGREEMENT in accordance with the laws of the State of Michigan. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto.

Upon execution of THIS AGREEMENT by checking the "I agree" during membership, or anywhere else on the Note Giant, LLC. website. THIS AGREEMENT may also be executed by the members signature, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

By Agreeing to the Terms and Conditions I warrant that I have complete authority to enter into THIS AGREEMENT

Agreeing to the Terms and Conditions during membership sign up or at any place on the website shall constitute a legal and binding instrument. By agreeing to the TERMS AND CONDITIONS I warrant that I have complete authority to enter into THIS AGREEMENT.

Indemnity Provisions: By accessing this site and clicking below, purchaser and seller agree to exonerate, hold harmless, protect and indemnify Note Giant, its officers, affiliates, agents, licensees and/or assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise for any and all pecuniary loss and from and against all costs, attorney fees, expenses and liabilities incurred in, as a result of and about any such claims, the investigation thereof or the defense of any action or proceeding brought thereon, from and against any judgments, orders, decrees or liens resultant there from and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of the use of this site, and from (i) any breach of any warranty or representation made by Note Giant pursuant to the terms hereof; (ii) the non-performance of any agreement, covenant or obligation to be performed by Note Giant pursuant to the terms of this Agreement; and (iii) the accuracy of any information posted on the site.

#### **IMPORTANT INFORMATION**

**Notes sold on this site may be posted by note brokers. Some Note Brokers add fees in connection with transaction. These fees are separate from any fees paid by you to Note Giant and are solely YOUR responsibility.**

**Refund Policies. Note Giant shall only issue you a posting fee refund in cases where the due diligence comes back to show the person selling the note does not have the right to do so. Any applicable refund shall be limited to the 1% deposit paid to Note Giant within the 14 days during the due diligence period. Unless specified elsewhere in this agreement to the contrary, all other fees collected by Note Giant, including but not limited to, credit application fees, are non-refundable.**

#### **IMPORTANT OBLIGATIONS**

**You guarantee that any posting you submit is truthful and in compliance with all copyright laws and all other applicable laws and regulations. You guarantee that you shall conduct yourself ethically in the use of the Site and in any transaction resulting from said use.**

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

**IF YOU RELY ON THIS SERVICE OR ANY MATERIAL AVAILABLE THROUGH THIS SERVICE, YOU DO SO AT YOUR OWN RISK.**

**YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED OVER THIS SITE. THIS SERVICE IS PROVIDED TO YOU "AS IS." NOTE GIANT AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SERVICE (OR ANY INFORMATION, GOODS OR SERVICES THAT ARE REFERRED TO, ADVERTISED ON, OR SOLD THROUGH THIS SERVICE). NOR DO THEY GUARANTEE THAT THE SERVICE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT NOTE GIANT AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.**

**YOU AGREE THAT THE LIABILITY OF NOTE GIANT AND ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY ARISING OUT OF OR OTHERWISE RELATED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, TO THE SERVICE FOR USE OF THE SERVICE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.**

**MISCELLANEOUS**

**No spamming. You agree not to gather any e-mail addresses through Note Giant.com for purposes of spamming. By submitting material to Note Giant you are permanently granting Note Giant all rights to the material, including the right to modify the material, to use it commercially, and to maintain the material in an archive. This Agreement has been made in, and shall be construed in accordance with the laws of, the State of Michigan. By using this service, you consent to the exclusive jurisdiction and venue of the state courts in Oakland County Michigan and federal courts in United States District Court for the Eastern District of Michigan, Southern Division in all disputes arising out of or relating to this Agreement.**

**I certify that I am an adult (18 years old or 21 years old in some states) have read the Visitor Agreement, accept all of its terms and conditions and can enter into this Agreement.**

**Thank you,**

**Note Giant, LLC**