LIGHTNING ABSTRACTS WEB SITE TERMS AND CONDITIONS OF USAGE

These Terms and Conditions were last updated: October 31, 2014.

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This Web Site is intended and designed for Users 18 years of age and older, and access or use by anyone younger is not authorized.

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**PERMITTED USE**

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* Illegal Content;
* Content used in the facilitation of the creation, advertising, distribution, provision or receipt of illegal goods or services;
* False or fraudulent Content;
* Content for advertising or solicitation;
* Offensive Content which is defamatory, threatening, indecent, vulgar, obscene, or pornographic;
* Malicious Content including, without limitation, malware or spyware;
* Content that offers, promotes, advertises, or provides links to posting or auto-posting products or services, account creation or auto-creation products or services, flagging or auto-flagging products or services, bulk telephone numbers or any other product or service that if utilized with respect to Lightning Abstracts would violate these Terms and Conditions;
* Content that offers, promotes, advertises or provides links to unsolicited products or services; or
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User further agrees to indemnify and hold the Indemnified Parties harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of Your own conduct or activities on, through or related to Lightning Abstracts, and related to or arising out of any conduct or activities on, through or by use of Your Lightning Abstracts account, if any.

You agree to indemnify and hold Lightning Abstracts and its Representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of content that You post or transmit including but not limited to content that a third-party deems defamatory or otherwise harmful or offensive; activity that occurs through or by use of your account including, without limitation, all content posted or transmitted; Your use of or reliance on any user content; and Your violation of the Terms and Conditions.

These indemnification obligations by User include payment of any attorney’s fees and costs incurred by Lightning Abstracts and or its Representatives.

**INJUNCTIVE RELIEF**

You acknowledge and agree that any violation or breach of these Terms and Conditions may cause Lightning Abstracts immediate and irreparable harm and damages. Consequently, Lightning Abstracts has the right to, and may in its discretion, immediately obtain preliminary injunctive relief, including without limitation, temporary restraining orders, and seek permanent injunctive relief regarding any violation or breach of the Terms and Conditions. In addition to any and all other remedies available to Lightning Abstracts in law or in equity, Lightning Abstracts may seek specific performance of any term in the Terms and Conditions.

**MISCELLANEOUS**

**Headings**. The headings of sections of these Terms and Conditions are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any section hereof.

**Severability**. If any section or provision of these Terms and Conditions are found to be illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such section or provision of these Terms and Conditions shall be deemed severed from these Terms and Conditions and the validity of the remainder of these Terms and Conditions shall not be affected thereby.

**Governing Law**. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Wyoming applicable to contracts made and to be enforced wholly within such state.

**Submission to Jurisdiction**. The parties to these Terms and Conditions each specifically consent to jurisdiction in Wyoming in connection with any dispute between the parties arising out of these Terms and Conditions or pertaining to the subject matter hereof.

**Venue**. The parties to these Terms and Conditions each agree that venue for any dispute between the parties arising out of these Terms and Conditions or pertaining to the subject matter hereof may be had in the District Court for the city of Cheyenne of the state of Wyoming or in the state courts of Wyoming sitting in a district or county court in Wyoming.

**Dispute Resolution**. Any and all claims, causes of action or disputes, regardless of theory, between You and Lightning Abstracts arising out of or related to the Terms and Conditions, Lightning Abstracts or the Content accessed through the Web Site shall be governed by the laws of the State of Wyoming without regard to conflict or choice of law principles. You and Lightning Abstracts agree that any such claims, causes of action or disputes shall be brought exclusively in courts located within the District Court for the city of Cheyenne of the state of Wyoming. You further agree that, regardless of any statute or law to the contrary, You must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.

**Waivers and Amendments**. The waiver by either party of any provision of these Terms and Conditions on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of these Terms and Conditions on any other occasion or upon any other circumstances. These Terms and Conditions maybe waived or amended only in writing and signed by both parties.

**Survival**. These Terms and Conditions, and any other provision which includes but is not limited to, Proprietary Information, Disclaimers, Limitations on Liability, Indemnity, Injunctive Relief, and Miscellaneous, in accordance with its terms are intended to survive these Terms and Conditions, shall survive the expiration or termination of these Terms and Conditions for any reason.

**Assignment**. Neither party may assign its rights or delegate its duties under these Terms and Conditions except that (i) either party may assign its rights to receive payments under these Terms and Conditions to a secured creditor and (ii) either party may subcontract for the performance of any of its obligations under these Terms and Conditions.

**Complete Agreement/Incorporation.** These Terms and Conditions contain the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between such parties with respect to such subject matter. Other than Lightning Abstracts’ Representatives, who are expressly including as named third-party beneficiaries of the Terms and Conditions, there are no third-party beneficiaries to the Terms and Conditions.