

TaxSaver Network: Terms of Service

1031 Exchange Advantage® (1031 EA, LLC) provides 1031 accommodation services for investors to conclude a 1031 exchange under IRC code regulations. 1031 EA, LLC structures, assists, consults and offers options for exchangers in addition to providing the necessary documentation, escrow function for holding funds and accounting needed to complete an exchange. 1031 Exchange Advantage® is not a broker, accountant, financial advisor or attorney, and therefore does not provide brokerage, accounting, legal or financial advisory services. In order to process its matters, the company licenses a state-of-the-art software platform from Fortune Cookie Consulting, LTD. (FCC).

FCC is a software development firm that operates an e-commerce platform (Tax Saver Network) and offers a CRM software product (Reward Trac) for 1031 accommodators to find leads, and process exchange clients' matters online 24/7. FCC's platform does provide lead generation services. In order to provide its client's with better service levels and offer new and enhanced services that assist its clients in completing exchanges, all 1031 EA, LLC clients are provided access to TaxSaver Network which provides consumers a state of the art experience in completing an exchange and provides one-stop shopping for ancillary services.

By purchasing and using Tax Saver Network product, software, services and websites (referred to collectively as the services) you are entering into a legal agreement between you and FORTUNE COOKIE CONSULTING, LTD. executed by you through the internet or other electronic communication, you understand and agree that this license agreement is enforceable like any other written negotiated agreement.

You agree to the Terms of Service by receiving and/or using information concerning real estate investors and specific information concerning a client's exchange ("the Information") and by selecting the "ACCEPT" button below. IF YOU DO NOT AGREE WITH THE TERMS, SELECT "CANCEL" BELOW, AND YOU MAY EXIT THE PURCHASE APPLICATION AND YOU SHALL NOT BE CHARGED FOR THE SERVICES. This Agreement may be amended from time to time without specific notice to you. The latest Agreement will be posted on the Site.

Scope of Use: You agree to use the Information solely for personal use to review information and use planning tools for your own use and not for commercial purposes such as service bureau, time-sharing or other similar purposes unless explicitly permitted in writing by FORTUNE COOKIE CONSULTING, LTD. You further agree not to modify, re-design, or reverse engineer the Information or the FORTUNE COOKIE CONSULTING, LTD. system, business process or copy, de-compile, re-compile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works or translations of any of the software or business processes related thereto. The Information may not be transferred or transmitted to any other hardware, software, or user, unless, and except as, expressly permitted herein.

Definitions:

TaxSaver Member means an individual or company (Affiliate) that joins the network under the terms of this agreement and for the fees promoted on our site, if any. Members remain members for the term of the membership they have selected and paid for. Members (affiliates) can be individual investors, agents, professionals, companies, brokers or anyone interested in information concerning real estate investors. TaxSaver Network reserves the right to cancel anyone's membership if they are not complying with the rules of the site.

Copyrights

All Content and tradenames included on the Website, such as text, graphics, logos, button items, icons, images, data compilation, is the property of 1031 EA, LLC or its suppliers and is protected by United States and international copyrights laws. All software used on this site is the property of 1031 EA, LLC or its software suppliers and is protected by United States and international copyright laws. Reproduction of such content, in whole or in part, is prohibited without prior consent.

Trademarks

You acknowledge and agree that “Tax Axe Tools ®” “Tax Free or Half- Fee”, “1031 Exchange Advantage®”, “Tell us Your Story. Let us Navigate Your Exchange!” and associated logos are protected trade and/or service marks of Fortune Cookie Consulting, Ltd . and 1031 EA, LLC. (Marks). You agree you will not use any such Content or Marks for any purpose without the appropriate prior written authorization. 1031 EA, LLC marks may not be used in connection with any product or service that is not 1031 EA, LLC's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits 1031 EA, LLC. All other trademarks, product names, or logos not owned by 1031 EA, LLC that appear on the Website are the property of their respective owners.

TaxSaver Membership

TaxSaver network membership includes consultation with an attorney or trained mentor, not to exceed fifteen minutes per day subject to availability, regarding issues concerning ownership and taxation of real estate for one year from the date of joining the site. The service does not include any legal representation of its members in any way whatsoever. TaxSaver network is not responsible for the accuracy, validity or conduct of any of its affiliate members and reserves the right to cancel any affiliates membership at any point.

Disclosures:

TaxSaver Network’s (TSN) affiliated company, 1031 EA, LLC is a qualified intermediary as required by the IRS to facilitate your exchange and does not provide legal or accounting services. All information contained herein is for informational purposes only. Please consult your attorney or accountant for legal or accounting advice. Any personal consultations performed by TaxSaver network staff are not legal consultations nor does TaxSaver Network represent any of its members as an attorney. Members are simply given the benefit of TaxSaver Network staff knowledge of certain legal accounting and investor issues in the real estate marketplace.

Fortune Cookie Consulting, LTD is not a licensed real estate broker, real estate agent, securities broker or broker of any kind and does not broker real estate transactions or investments. TSN does not act as a real estate agent for you or any other user or vendor affiliate. TSN does not sell, buy, or negotiate the purchase, sale, or exchange of real property or real estate investments. TSN merely provides information supplied by its vendor affiliates concerning real estate investments as part of an information service for its vendor affiliates and user members. All use of this information is governed under the terms of use for this site: www.taxesavernetwork.com.

In certain circumstances, TSN mentors or personnel, as part of consultations with its members, may provide general information as supplied to TSN by a vendor affiliate member, about a particular vendor affiliate's products or services. This information may include experiences TSN staff has had with a particular vendor but does not include specific information about a particular vendor's products or

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investments. Information supplied by TSN to its user/members is in no way meant to serve as a recommendation or independent endorsement of that vendor or its services. Each member is encouraged to investigate the information supplied by TSN fully and not to rely on the TSN information provided, if any. TSN is merely providing an advertising, information service which may include consultation about a type of investment but not a specific endorsement of any individual investment. Users understand that TSN does charge its vendor affiliates an advertising and membership charge based on the cost of marketing programs the advertiser participates in and same is accepted by users.

Fortune Cookie Consulting, LTD. provides a lead generation service for affiliates of its TSN program that investors may purchase during the course of their 1031 exchange. Affiliates are charged monthly program fees to participate in the program and in some cases may be paid transaction fees which could be based on the purchase of a particular service or product promoted with this lead generation program.

Members understand and acknowledge that the lead generation program operated by FCC may include transactions fees paid by vendors to FCC based on a member making a purchase after learning about the vendor through the FCC program. FCC makes no representation about the individual vendors and all members are encouraged to do their own due diligence prior to contracting with any vendor who is promoted on the FCC program.

Limited Right to Use:

The viewing, printing or downloading of any content, video, audio, graphic, form or document from the Site grants you only a revocable, nonexclusive license for use solely by you for personal, noncommercial purposes limited to the use as is reasonably required to view and listen to the content and navigate through the pages and links generally available to the public using a standard Internet browser and standard media player, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal, noncommercial use (but not for resale or redistribution). Except that members and affiliates may distribute the TaxSaver network logo when provided same by TaxSaver network for distribution to third parties or for use on affiliate website, provided affiliates accept and acknowledge the terms of this agreement and that TaxSaver network's logo and trademarks are its intellectual property expressly licensed under this agreement.

Indemnification:

You agree to indemnify, defend and hold TaxSaver Network (TSN) & Fortune Cookie Consulting, Ltd. and its directors, officers, shareholders, employees, agents, attorneys, advertisers, publishers, and affiliates (collectively, "Our Affiliated Parties") harmless from any liability, loss, claim or expense, including reasonable attorneys' fees, related to your use of the Site or violation of this Agreement.

Nontransferable:

Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents from the Site is not transferable.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY:

THE COMPUTER PROGRAMS, INFORMATION AND OTHER CONTENT AVAILABLE FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TAX-SAVER NETWORK (TSN) FORTUNE COOKIE CONSULTING, Ltd. and 1031 EA, LLC. DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) THAT ANY COMPUTER PROGRAMS OR INFORMATION AVAILABLE FROM OR THROUGH THE SITE, OR THE SITE ITSELF WILL BE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE, (B) THAT ANY COMPUTER PROGRAMS OR INFORMATION AVAILABLE FROM OR THROUGH THE SITE, OR THE SITE ITSELF WILL BE UNINTERRUPTED OR ERROR-FREE, (C) THAT DEFECTS WILL BE CORRECTED, (D) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (E) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, (F) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY, OR (G) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE COMPUTER PROGRAMS OR INFORMATION, OR AGAINST INFRINGEMENT. ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU AS THE USER. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR OTHER CONTENT AVAILABLE FROM OR THROUGH THE SITE, OR THE SITE ITSELF. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE; NOR FOR ANY THIRD PARTY CLAIMS OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THE INFORMATION AND OTHER CONTENT AVAILABLE FROM OR THROUGH THE SITE, AND THE SITE ITSELF, WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAIN FROM US FROM OR THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Links to Other web Sites:

The Site may now, or hereafter from time to time, contain links to third-party web sites. We do not control, investigate, monitor or check such web sites, we are not responsible for the computer programs available from, content in or opinions expressed at such web sites, and we do not investigate, monitor or check. We provide such third-party links only as a convenience to visitors of the Site, and the inclusion of a link does not imply approval or endorsement of the linked site by us. If you decide to leave the Site and access any third-party web site, you do so at your own risk. While TaxSaver Network does require that its affiliates state they are in good standing with all applicable regulations in the area in which their services are performed prior to joining the TaxSaver Network, we are not responsible for the level, quality nor actions of any service provider that chooses to list itself on TaxSaver Network as an affiliate. TaxSaver Network is neither endorsing nor recommending the services of any of its affiliates.

TaxSaver Network members do so at their own risk, regardless of any advice, TaxSaver Network may or may not provide to its membership concerning same.

Visitors' Communications:

Except where expressly provided otherwise by us, all comments, feedback, information, or materials that you submit through or in association with the Site shall be considered non-confidential. By submitting such comments, feedback, information, or materials to us:

- i. You represent and warrant that TaxSaver Network, Fortune Cookie Consulting, Ltd and 1031 EA, LLC 's use of your submission does not and will not breach any agreement, violate any law, or infringe any third party's rights;
- ii. You represent and warrant that you have all rights to enter into this agreement;
- iii. TaxSaver Network, Fortune Cookie Consulting, Ltd. and 1031 EA, LLC are free to use in any manner all or part of the content of any such communications on an unrestricted basis without the obligation to notify, identify or compensate you or anyone else;
- iv. TaxSaver Network, Fortune Cookie Consulting, LTD and 1031 EA, LLC's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that TaxSaver Network, Fortune Cookie Consulting, LTD and 1031 EA, LLC's can use such data in accordance with our privacy policies. You can find more information about how we use and store content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you and;
- v. You grant TaxSaver Network (TSN) & Fortune Cookie Consulting, Ltd. all necessary rights, including a waiver of all privacy and moral rights, to use all comments, feedback, information, or materials, in whole or in part, or as a derivative work, without any duty by TaxSaver Network (TSN) & Fortune Cookie Consulting, Ltd. to anyone whatsoever.

We do not accept unsolicited ideas, works, or other materials, and you acknowledge that you are responsible for and bear all risk as to the use or distribution of any such ideas, works, or materials. Fortune Cookie Consulting, LTD and 1031 EA, LLC. expressly prohibits the scraping of email addresses from any TaxSaver Network (TSN) & Fortune Cookie Consulting, Ltd. web site (including all areas of this Site - member and non-member) and expressly opts out of receiving commercial electronic mail messages to TaxSaver Network (TSN) & Fortune Cookie Consulting, Ltd. domain email addresses that were obtained in violation of the foregoing or by use of automatic address-generation software.

Electronic Acceptance of Terms:

This Agreement may be accepted by member/affiliate and shall be fully enforceable through electronic acknowledgement of terms at www.my1031place.com, upon affiliate paying to join the network and each time affiliate/member signs on to the site with username and password.

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Fortune Cookie Consulting, LTD and 1031 EA, LLC and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms:

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Fortune Cookie Consulting, LTD and 1031 EA, LLC and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of San Diego County, California, USA, and you and Fortune Cookie Consulting, LTD and 1031 EA, LLC consent to personal jurisdiction in those courts.

For information about how to contact Fortune Cookie Consulting, LTD and 1031 EA, LLC, please visit our contact page.

Affiliate Terms:

If you have acknowledged and or assigned an affiliate agreement with 1031 Exchange Advantage[®] and Fortune Cookie Consulting, LTD. then these terms apply.

Contractor will:

1. Provide exposure for all marketing links provided by FCC and identified to Contractor. Said exposure will be in the form of website display, through the use of our affiliate links with or without video content and the affiliate form for Roadmap. Contractor additional shall use its Social media pages in Contractor's control and through all online and offline marketing channels available to Contractor either directly to prospects or through Agents of Contractor.

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2. The links allow prospects to register for a 1031 Exchange Advantage[®] Roadmap Booklet and join TSN under the Promo-Code to be determined by FCC, if any. Neither Contractor nor its staff, are to be considered employees of either FCC or 1031 EA.
3. Contractor may establish or designate an entity to earn revenue share under this agreement pursuant to paragraph ten (10).
4. During the Term of this agreement Contractor grants to FCC a royalty-free license to display Contractor's Name (with appropriate "tm" or[®] symbol) on FCC's e commerce platform available at: www.my1031place.com
5. During the term of this Agreement, FCC grants to Contractor a royalty-free right to use its proprietary business name TaxSaver Network or 1031 Exchange Advantage[®] and to refer to itself such as an "affiliate of or subscribed referral associate of 1031 Exchange Advantage[®] or the Tax Saver Network". All other rights concerning FCC's trademarks or copyrights are reserved.
6. Cease from engaging in any activity that competes directly or indirectly with the business of FCC or 1031 Exchange Advantage[®] during the term of this Agreement and for a period of six months thereafter.
7. Comply with any and all state and/or federal licensing, certification, regulatory, disclosure and/or ethical obligations, if any, including but not limited to disclosure rules, imposed upon Contractor under applicable Trade or Professional Associations.
8. Contractor has no authority to bind FCC nor 1031 Exchange Advantage[®] in any contractual manner whatsoever; nor, any right to make representations for the same. Contractor will register a prospect with the links provided it and understands it can only receive a revenue share on those prospects registered with the correct links provided to contractor if the prospect should conclude an exchange with 1031 Exchange Advantage[®].
9. Term: This engagement shall commence as of the date of execution of this Agreement and run until and unless cancelled by either party in writing.
10. Revenue Share*: As full compensation for the services rendered pursuant to this Agreement, FCC shall pay the Contractor for each straight deferred exchange completed by 1031 Exchange Advantage[®] referred by Contractor a revenue share after the exchange has completed (180 days) a revenue share, after client interest, if any, based on all net earnings credits earned on the exchange balances based on an interest rate of 1% and a percentage of said earned interest income based on the following table:

On Exchange Balances from \$1,000,001 to \$5,000,000	10%
On Exchange Balances over \$10,000,001 to \$20,000,000.	20%
On Exchange balances over \$20,000,0001 to \$30,0000,000.....	30%
On Exchange balances over \$30,000,0001 and above.....	40%

*This schedule may be amended by separate agreement

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Said interest rate may fluctuate down and same will affect said revenue share. All other terms conditions and policies relating to revenue share are on indicated at: www.my1031place.com, under the "Terms of Use" and reported to the Contractor page accessed on said site. Commission will be paid only on interest income, not exchange fees.

If you have executed a rider amending this agreement regarding paragraph ten (10) then this par shall not pertain and said separate agreement shall override this paragraph and control.

No revenue share will be paid unless contractor has registered his prospect with the link provided him by 1031 EA LLC and only if said prospect has not been registered by another party prior thereto.