

HandyTrac Terms and Conditions

This document is a legal agreement (hereinafter "Agreement") between User and HandyTrac Systems LLC (Hereinafter "HandyTrac") describing the terms and conditions applicable to User's use of HandyTrac Online Key Control System, HandyTrac Work Order, HandyTrac Scheduler, HandyTrac Time & Attendance and / or HandySource Bid & Purchase System on the HandyTrac Web site (hereinafter "the HandyTrac Web Site"). Please read this Agreement carefully and understand its contents fully before using the HandyTrac Web Site. When User uses the HandyTrac Web Site, User is agreeing to be legally bound by these terms and conditions. If User represents a company or other entity, User also is warranting that User is authorized to enter into this Agreement on behalf of that party. This Agreement pertains to any successor company to HandyTrac, regardless of legal name.

Conduct:

The HandyTrac Web Site Users shall not upload to, or distribute or otherwise publish through, the HandyTrac Web Site any content which is libelous, defamatory, obscene, pornographic, abusive or violates any law or standards of public decency, or which contains viruses, "Trojan horses", "worms", or any other harmful properties, or use the HandyTrac Web Site for any illegal, unethical or immoral purposes.

HandyTrac does not represent or guarantee the truthfulness, accuracy or reliability of any communications transmitted by other users or endorse any opinions expressed by users. User acknowledges that any reliance on material posted by other users will be at Users own risk.

HandyTrac does not screen communications in advance and is not responsible for screening or monitoring material transmitted by users. If notified by a user of communications, which allegedly do not conform to this Agreement HandyTrac may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communications. HandyTrac has no liability or responsibility to users for performance or nonperformance of such activities. HandyTrac reserves the right to expel users and prevent their further access to the HandyTrac Web Site for violating this Agreement or any laws and the right to remove any communications for any reason.

Signal Transmission and Data Storage.

Customer acknowledges and agrees that in some instances signals which may be transmitted between the System and/or HandyTrac Servers and Customer's computer hardware will be transmitted over telephone company leased lines or other telecommunications devices which are wholly beyond the control and jurisdiction of HandyTrac and which are maintained and serviced by a third party local exchange carrier, utility or service provider. In such event HandyTrac assumes no liability for or relating to the failure, interruption or corruption of such transmissions, storage or the information contained therein.

Links to Other Sites:

The Web site may contain links to third party web sites. These links are provided solely as a convenience to our users and not as an endorsement by HandyTrac of the contents. HandyTrac is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of the materials

on such sites. If User decides to access linked third party web sites, User does so at Users own risk.

Changes to this Agreement:

This Agreement may be modified only by HandyTrac at any time without notice, and any such modification shall be effective immediately upon posting. By accessing and using the HandyTrac Web Site User agrees to periodically review this Agreement and be bound by any modifications or amendments to earlier versions of this Agreement.

Communications:

Any notice to User or us shall be made by either e-mail or regular mail and sent to either User or us at our addresses as indicated on the HandyTrac Web Site.

Users Use Responsibility:

By accessing or using the HandyTrac Web Site, User assumes any and all responsibility and risk of use of the HandyTrac Web Site and any products or services contained therein. HandyTrac does not and will not guarantee, represent or warrant that the HandyTrac Web Site will meet User requirements. The information included in the HandyTrac Web Site may include technical or other inaccuracies or typographical errors. HandyTrac does not review or substantiate any of the information, products, services or claims made on the HandyTrac Web Site.

Errors or Omissions:

The HandyTrac Web Site is provided on an "as is" basis and HandyTrac assumes no responsibility for errors or omissions in this HandyTrac Web Site or any other web site that may be referenced or linked to the HandyTrac Web Site. HandyTrac does not and will not guarantee, represent or warrant that defects in the HandyTrac Web Site will be corrected.

No Liability for Use:

User agrees HandyTrac will not be liable for any direct, incidental, special, consequential or exemplary damages, resulting from the use of or the inability to use the HandyTrac Web Site.

Copyright, Patent and Trademark:

This Site, including its operation, interface and contents, are covered by United States copyright, patent and trademark laws and international covenants and treaties, and may not be reproduced, duplicated, copied, sold, resold, visited, reverse engineered or otherwise exploited for any commercial purpose without expressed written consent of HandyTrac. Any unauthorized use terminates the permission or license granted by HandyTrac and any licensees hereunder.

Other Terms:

User agrees to comply with all applicable laws, statutes, ordinances and regulations concerning User's use of the HandyTrac Web Site.

User agrees that HandyTrac, in its sole discretion, may terminate User's use of the HandyTrac Web Site immediately and without notice if HandyTrac believes that User has acted inconsistently with the spirit or the letter of this Agreement.

1. These terms and conditions and the sole relationship between User and HandyTrac will be governed by the laws of the State of Florida without regard to its conflict of law provisions. User and HandyTrac agree to submit to the personal and exclusive jurisdiction of the state and federal courts in Manatee County, Florida. All correspondence should be mailed to: HandyTrac Systems LLC, 6620 Cortez Road West, Bradenton, FL 34210.

The failure of HandyTrac to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms and conditions remain in full force and effect. Some jurisdictions do not allow the exclusion of certain warranties, so some of these exclusions may not apply to User.

User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the HandyTrac Web Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Disclaimer:

The HandyTrac Web Site, www.HandyTrac.com is managed by HandyTrac and provided as a service to its suppliers, and customers. Users are responsible for checking the accuracy, completeness, and/or suitability of all information. HandyTrac makes no representations, guarantees, or warranties as to the accuracy, completeness, or suitability of the information provided via this web site. HandyTrac specifically disclaims any and all liability for any claims or damages that may result from providing the HandyTrac Web Site or the information it contains, including any web sites maintained by third parties and linked to the HandyTrac Web Site.

The responsibility for content rests with the organizations providing the information. The inclusion of links from this HandyTrac Web Site does not imply endorsement by HandyTrac. Specific questions regarding a document should be directed to the appropriate organization and not to HandyTrac. HandyTrac makes no effort to independently verify, and does not exert editorial control over, information on pages outside of the www.HandyTrac.com domain.

Buyer Terms and Conditions:

HandyTrac Systems LLC (HandyTrac) has established an Internet based E-Commerce Marketplace (HandySource Bid & Purchase System) for Multi-Housing Industry owners and managers (Buyers) and Vendors. The HandySource Bid & Purchase System enables Buyers to complete pre-formatted Bid Requests and Purchase Orders online, search HandyTrac database of Suppliers, submit Bid Requests and Purchase Orders to multiple Suppliers electronically over the Internet and retain histories of submissions. A Vendor may be a supplier of supplies, equipment, and parts; or a contractor providing services and supplies. The Buyer Enrollment Agreement enrolls Buyer as a member of the HandySource Bid & Purchase System.

1. HandyTrac will provide access to Vendor Members' catalogs and appropriate links to certain Vendor-members on the HandySource Bid & Purchase System. Access to certain catalogs may require Vendor approval.

2. HandyTrac may promote the HandySource Bid & Purchase System to its universe of Vendors on line and via print media, trade shows, and other promotions.
3. HandyTrac may promote Buyer as a Member through its advertising, web site, press releases, trade shows and other media. Buyer agrees to allow HandyTrac to use Buyer's name and logo for this purpose, with Buyer's approval.
4. Buyer acknowledges that success of this E-Commerce initiative will be dependent on pricing and performance at least equal to or better than that available through other outlets. The overall effectiveness of the program will be dependent, in part, to Buyer's active use of the HandySource Bid & Purchase System to ensure positive response and pricing from Vendor Members. Buyers will be added to an E-mail list to receive promotions from Vendors. Buyers may, at their discretion, choose to remove themselves from the list at any time.
5. HandyTrac will forward or cause to be forwarded Bid Requests and Purchase Orders by either fax or by email to Vendors selected by Buyer, or any other means HandyTrac deems reasonable and necessary.
6. Should Buyer require specialized company catalog, Buyer will cooperate with HandyTrac and its platform provider in setting up Buyer's exclusive catalog and Internet links, at Buyer's cost.
7. Buyer will pay cost of any requested custom work for any specialized reporting or special features based upon estimates provided by HandyTrac, with Buyer's prior written approval.
8. Buyer or its agents shall not upload to, or distribute or otherwise publish through, the HandyTrac Web Site any content which is libelous, defamatory, obscene, pornographic, abusive or violates any law or standards of public decency, or which contains viruses, "Trojan horses", "worms", or any other harmful properties; this agreement may be terminated upon Buyer's failure, after notice, to adhere to these policies.
9. Buyer acknowledges that HandyTrac provides access to Vendor Members and other Internet resources and that HandyTrac does not provide warranties or guarantees nor in any way insures quality of products or services purchased through the HandySource Bid & Purchase System.

In addition to reports available on the HandyTrac Web Site HandyTrac may provide custom reports to Buyer upon request for a fee.

1. Nothing contained in this agreement shall be construed to give Buyer an exclusive access to the HandyTrac's HandySource Bid & Purchase System. HandyTrac's site will contain multiple Buyers and Vendors.
2. HandyTrac will maintain support hours of 9am to 6pm Eastern Time, Monday through Friday, excluding Holidays, during which time Buyers can request assistance, changes to Buyer information or changes to users and users' access. HandyTrac reserves the right to charge for support upon written acceptance by the Buyer.
3. HandyTrac shall not be liable for any contract fees, insurance or taxes to be paid in accordance with or related to agreements made between Buyer and Vendors utilizing the HandyTrac system. HandyTrac makes no representations or warranties with regard to the qualifications or credit worthiness of Vendors utilizing the HandyTrac system to respond to Bid Requests and Purchase Orders received from Buyer. Buyer is solely responsible for all decisions made in regard to accepting, or not accepting, any contract for services obtained

- through the HandyTrac system.
4. Buyer agrees that the Buyer shall defend, indemnify, save and hold HandyTrac harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, compensatory damage, punitive damages, trebled damages and statutory damages asserted against HandyTrac , its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed for or by Buyer, its agents, officers, employees and assigns or any product distributed, offered or sold to or by Buyer, its agents, officers, employees or assigns.
 5. Buyer expressly agrees that the use of HandyTrac service is at the Buyer's sole risk. Neither HandyTrac, its employees, affiliates or agents warrant that HandyTrac service will not be interrupted or error free. Under no circumstances, including negligence, shall HandyTrac , its officers, employees or agents be liable for any direct, indirect or incidental damages that result from the use or inability to use HandyTrac services. Notwithstanding the above, Buyer's exclusive remedy of all damages, losses and causes of actions shall not exceed the aggregate dollar amount which Buyer paid during the term of this Agreement.
 6. The HandyTrac Web Site is provided on an "as is" basis and HandyTrac assumes no responsibility for errors or omissions in this HandyTrac Web Site or any other web site that may be referenced or linked to the HandyTrac Web Site. HandyTrac does not and will not guarantee, represent or warrant that defects in the HandyTrac Web Site will be corrected.
 7. Buyer will pay the fees set forth in its agreement with HandyTrac. Buyer agrees not to intentionally circumvent the Property membership fees. Buyer will pay HandyTrac all sums due monthly. Buyer agrees to pay interest on any unpaid amount due at lesser of 1.5% interest per month or highest amount permitted by law.
 8. After the initial Term this agreement automatically renews for successive one-month periods unless cancelled in writing. This agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. This agreement is not assignable by Buyer without prior written approval of HandyTrac.
 9. Buyer acknowledges that no partnership is created by this agreement.
 10. This agreement shall be governed and construed in accordance with the laws of the State of Florida. All correspondence should be mailed to: HandyTrac Systems LLC, 6620 Cortez Road West, Bradenton, FL 34210.

Vendor Terms and Conditions:

HandyTrac Systems LLC. (HandyTrac) has established an Internet based E-Commerce Marketplace (HandySource Bid & Purchase System) for Multi-Housing Industry owners and managers (Buyers) and Vendors. The HandySource Bid & Purchase System enables Buyers to complete pre-formatted Bid Requests and Purchase Orders online, search HandyTrac 's database of Suppliers, submit those Bid Requests and Purchase Orders to multiple Suppliers electronically over the Internet and retain histories of submissions. A Vendor may be a supplier of supplies, equipment, and parts; or a contractor providing services and supplies. The Vendor Enrollment Agreement enrolls Vendor as a member of the HandySource Bid & Purchase System.

1. HandyTrac will cause Vendor's catalog and appropriate links to be established on the HandySource Bid & Purchase System. If a contractor, HandyTrac will

- cause contractor's listing and description of services and supplies provided to be listed on the HandySource Bid & Purchase System.
2. HandyTrac may promote the HandySource Bid & Purchase System to its universe of Buyers on line and via print media, trade shows, and other promotions. Upon request, for this purpose Vendor agrees to provide its catalogs and sales literature. Vendor agrees to submit all its marketing materials related to the HandyTrac's HandySource Bid & Purchase System to HandyTrac for approval prior to publication or distribution.
 3. HandyTrac may promote Vendor as a Member through its advertising, web site, press releases, trade shows and other media. Vendor agrees to allow HandyTrac to use Vendor's name and logo for this purpose.

Vendor acknowledges that success of this E-Commerce initiative will be dependent on pricing and performance, which are at least equal to or better than that through its other outlets.

1. HandyTrac will forward or cause to be forwarded Bid Requests and Purchase Orders by either fax or by email to Vendors selected by Buyer or any other means HandyTrac deems reasonable and necessary.

Vendor will cooperate with HandyTrac to set up catalog, Internet links and / or listing. Vendor agrees to provide all necessary data in the format defined by HandyTrac, and understands that the cost of any work performed to convert the data into the appropriate format will be at the Vendors' expense. Vendor will maintain and update catalog; Vendor agrees that it has full responsibility for its pricing, promotions, discounts, descriptions and graphic representations of products, SKU numbers, and holds HandyTrac harmless from any errors or omissions.

1. Vendor will pay cost of any special promotions, ads, services or requested custom work for its catalog or web page based upon quotes provided by HandyTrac, with Vendor's prior approval.

Vendor or its agents shall not upload to, or distribute or otherwise publish through, the HandyTrac Web Site any content which is libelous, defamatory, obscene, pornographic, abusive or violates any law or standards of public decency, or which contains viruses, "Trojan horses", "worms", or any other harmful properties; this agreement may be terminated upon Vendor's failure, after notice, to adhere to these policies.

1. Vendor acknowledges that HandyTrac provides access to other Vendor Members and other Internet resources and that HandyTrac does not provide warranties or guarantees nor in any way insures quality of products or services purchased through the HandySource Bid & Purchase System.
2. Vendor will provide listing information, including contact information, counties in which Vendor does business and description of services. After input by HandyTrac, Vendor agrees to review such information online and inform HandyTrac of any errors or necessary changes immediately via Email at info@HandyTrac.com.
3. HandyTrac may provide reports to Vendors upon request for a fee.
4. Nothing contained in this agreement shall be construed to give Vendor an exclusive listing in the HandyTrac's HandySource Bid & Purchase System. HandyTrac's site will contain multiple Vendors; therefore HandyTrac can make no assurances that Buyers will select the Vendor from the list of available Vendors.
5. HandyTrac will maintain support hours of 9am to 6pm Eastern Time, Monday

through Friday, excluding Holidays, during which time Vendors can request assistance and changes to information. HandyTrac reserves the right to charge for support with the prior written acceptance by the Vendor.

6. HandyTrac shall not be liable for any contract fees, insurance or taxes to be paid in accordance with or related to agreements made between Vendor and those Buyers. HandyTrac makes no representations or warranties with regard to the credit worthiness of Buyers utilizing the HandyTrac system to submit Bid Requests and Purchase Orders to Vendor. HandyTrac has not undertaken any credit review or investigation of those Buyers utilizing this system. Vendor is solely responsible for all credit and financial decisions made in regard to accepting, or not accepting, any contract for services obtained through the HandyTrac system.
7. Vendor agrees that the Vendor shall defend, indemnify, save and hold HandyTrac harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, compensatory damage, punitive damages, trebled damages and statutory damages asserted against HandyTrac, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by Vendor, its agents, officers, employees and assigns or any product distributed, offered or sold by Vendor, its agents, officers, employees or assigns.
8. Vendor expressly agrees that the use of HandyTrac 's service is at the Vendor's sole risk. Neither HandyTrac , its employees, affiliates or agents warrant that HandyTrac 's service will not be interrupted or error free. Under no circumstances, including negligence, shall HandyTrac, its officers, employees or agents be liable for any direct, indirect or incidental damages that result from the use or inability to use HandyTrac 's services. Notwithstanding the above, Vendor's exclusive remedies of all damages, losses and causes of actions shall not exceed the aggregate dollar amount, exclusive of advertising, which Vendor paid during the term of this Agreement.
9. The HandyTrac Web Site is provided on an "as is" basis and HandyTrac assumes no responsibility for errors or omissions in this HandyTrac Web Site or any other web site that may be referenced or linked to the HandyTrac Web Site. HandyTrac does not and will not guarantee, represent or warrant that defects in the HandyTrac Web Site will be corrected.
10. Vendor will pay the fees set forth in the HandyTrac agreement. Vendor will pay HandyTrac all sums due monthly. Buyer agrees to pay interest on any unpaid amount due at lesser of 1.5% interest per month or highest amount permitted by law.
11. After the initial Term this agreement automatically renews for successive one-month periods unless cancelled in writing. This agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. This agreement is not assignable by Vendor without prior written approval of HandyTrac.
12. Vendor acknowledges that no partnership is created by this agreement.
13. The agreement with HandyTrac shall be governed and construed in accordance with the laws of the State of Florida. All correspondence should be mailed to: HandyTrac Systems LLC., 6620 Cortez Road West, Bradenton, FL 34210.