



HOME SEARCH ONE, INC.

EMAIL SCOUT DIRECT™

1 CONTACT INFORMATION (Please print.)

Client Name:	Company:	
Address:		
City:	State:	Zip:
Contact Phone:	Fax Number:	
Email Address:	Website:	
MLS: _____	Agent ID: _____	Company ID: _____

2 EMAIL SCOUT DIRECT™ SERVICES AND AGREEMENT

I understand that I am ordering one (1) Single-User License for Email Scout Direct™, including:

- Personal use of the Email Scout Direct™ client management tools.
- Access to the Email Scout Direct™ web-based control panel.
- Free Standard version updates to the Email Scout Direct™ Engine.
- HS1 will answer support questions by email at no additional charge. Free phone support for the first thirty (30) days. Subsequent support calls will be billed at current hourly rates, minimum fifteen (15) minutes per call.

Billing and Service Agreement

- I understand that all billing is calculated on a month-to-month basis starting with my signup date.
- I understand that all accounts are paid in advance. Payments are due according to my selected Payment Option below.
- **I understand that if this is an annual Agreement, and I cancel anytime in the first year, a \$50 setup fee will be deducted from any refund. This Agreement will automatically renew each year, unless I cancel my account in writing, per this Agreement.**
- I agree that I will not use my HS1 services to post or transmit materials that are pornographic or illegal, or to send unsolicited emails.
- I understand that this software license is for my exclusive use and that my passwords and system operations are to be kept confidential. I will not allow any other person to view, access or use my account.
- I promise that I will not solicit orders directly or indirectly from your Members or partners, for similar or related services without your permission. I understand that all information you may provide to me while I work with you is confidential, including access to your Member lists and business methods. I agree that I will not enter into direct competition with you in any capacity or with any other person or company for a period of two years after termination of this agreement, and that if you suspect or determine that I have done so, you may immediately end my access to your services and pursue other remedies.
- I will provide a written request, via email, fax or mail, no less than thirty (30) days prior to discontinuing service with HS1.
- Any account past due thirty (30) days is considered late and a five percent (5%) late fee will be assessed. I understand the account can be suspended and/or service can be cancelled. Notifications of suspension or cancellation will be sent via electronic and regular mail from HS1.
- I understand that suspended accounts will not be maintained until they are paid in full. I understand that suspended accounts will continue to be billed until written notice of cancellation is received, or an account is paid in full; at which time an account is no longer "suspended."
- I understand that HS1 reserves the right to cancel service for any reason at any time.
- I acknowledge that HS1 shall not transfer account ownership to another service provider without written notification.

Warranties and Limitations of Liability

- I agree that HS1 is not responsible for act or omission of any underlying carrier, equipment failure, equipment upgrade or modification, acts of God, strikes, fire, war, riot, government actions, equipment or facilities shortage, equipment relocation, or causes beyond reasonable control that result in a loss or interruption of service.
- I understand that I must keep my membership with my Multiple Listing Service in good standing and maintain a valid real estate broker's license at all times otherwise my account will become suspended.
- I understand that my Multiple Listing Service may change its policies or data transfer methods and HS1 will not be liable should these changes affect my service.
- I understand that should HS1 be liable for a loss of service, compensation will be no larger than a pro-rated amount of the subscription fee, excluding any setup charges.
- I understand that if any part of this service agreement is found to be invalid, the balance of the provisions within shall remain enforceable.
- I understand that HS1 reserves the right to amend this agreement by giving written notification of the amendments. Usage of the services after HS1 has given written notice shall indicate that I agree to such amendments.

(503) 239-7707 www.hs1.com Fax: (503) 239-4988

Home Search One, Inc., PO Box 16517, Portland, OR 97292



HOME SEARCH ONE, INC.

EMAIL SCOUT DIRECT™

3 PAYMENT OPTIONS (Check one.)

<input type="checkbox"/> Annual Payments Standard Annual Pricing is \$799/year.	<input type="checkbox"/> Free Trial 10 days, no obligation. Credit card info not required.
---	--

If you have a promotional code, please write it here: _____

If you were referred to us, please let us know who referred you: _____

4 BILLING INFORMATION (Check one.)

(Recurring annual billing for Email Scout Direct™ Licensing .)

I authorize Home Search One, Inc. to charge the credit card below automatically as per this Agreement.

Circle One: VISA MC AMEX

CC#: _____ Exp. Date: _____

Name on Credit Card: _____ Card ID Code: _____

CC Billing Address: _____ City, State, Zip: _____

Authorized Signature: _____

5 ACKNOWLEDGEMENT & SIGNATURES

I HAVE READ THIS AGREEMENT, AND AGREE TO ALL TERMS AS SPECIFIED HEREIN:

Client or Authorized Representative

Date

Home Search One, Inc. Representative

Date

(503) 239-7707 www.hs1.com Fax: (503) 239-4988

Home Search One, Inc., PO Box 16517, Portland, OR 97292