

TERMS OF USE

ACCEPTANCE OF THE TERMS OF USE AND CHANGES TO THE TERMS OF USE

These terms and conditions (“Terms of Use”) by Intercounty Judicial Sales Corp. (“Company”, “we” or “us”) govern your access to and use of Intercounty’s website, including any content, functionality and services offered on or through www.intercountyjudicialsales.com (the “Website”).

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them on the Website, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding.

CHANGES TO THE WEBSITE

We may update the Website from time to time as we deem necessary and appropriate and we are not responsible for notifying you of such changes.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or services we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features and functionality including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, are owned by the Company, its licensors or other providers of such

material and are protected by United States copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

TRADEMARKS

The Company name, the term "Intercounty Judicial Sales Corporation", the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such without the prior written permission of the owner. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any anyone's use of the Website, including its ability to engage in real time activities through the Website;
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Website;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- Gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website; or
- Attempt to do any of the foregoing.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

RELIANCE ON INFORMATION

We do not warrant the accuracy, completeness or usefulness of any of the information provided on the Website. Any reliance you place on such information is strictly at your own risk. This Website may include content provided by third parties, including materials provided by other users. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in the state of Illinois in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to

the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so at your own risk and are and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

In no event shall we be liable to you or to any third party for any errors, omissions, or typos that appear on our website. The information available on this website is provided as a courtesy and convenience to parties to these matters, prospective bidders and any other interested parties and is not meant to substitute, supplant or replace the statutory foreclosure sale procedures of the imfl and shall not be a basis for any action against intercounty judicial sales corporation, the plaintiff, or any other party.

In no event shall we be liable to you or to any third party for loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort, including negligence, or otherwise, regardless of whether such damage was foreseeable and whether or not we had been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the website, its content and any services obtained through the website is at your own risk. The website, its content and any services through the website are provided without any warranties of any kind, either express or implied. Neither the company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the website. Without limiting the foregoing, neither the company nor anyone associated with the company represents or warrants that the website, its content or any services or items obtained through the website will be accurate, reliable, error-free or uninterrupted, that our site or the server that makes it available are free of viruses or other harmful components or that the website or any services or items obtained through the website will otherwise meet your needs or expectations.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

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Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of either the Website, including, but not limited to, services and products, other than as expressly authorized in these Terms of Use or any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall not be instituted in any forum other than Cook County Circuit Court or the Northern District of Illinois Federal Court. Each party hereby waives any claim that any a legal proceeding (including any tort claim) has been brought in an inconvenient forum or that the venue of that proceeding is improper. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Last Modified: March 8, 2019

If you have questions regarding the Terms & Conditions please contact Intercounty:

Phone: (312) 444-1122

info@intercountyjudicialsales.com