

eNeighbors

www.eNeighbors.com

eNeighbors Overview

What is it?

eNeighbors is a secure, private website for your neighborhood. It's easy to set up, and allows you to communicate with your neighbors more effectively than traditional paper mailings and newsletters.

The eNeighbors website includes the following services:

- Up to date news and weekly eNewsletters
- Social event registration
- Social groups and classified listings
- Architectural review and board of director contact forms
- Real-time content updates
- Online resident directory

Why do I need it?

- Decrease your communication costs
- Increase community involvement
- Offer your residents a secure, online "gated" community

How much does it cost?

- Only \$82.99 / mo. (billed annually)
- No Other Fees!

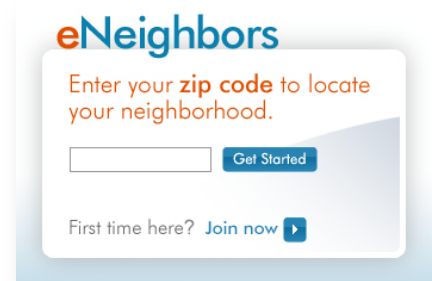
How hard is it to set up?

- It's easy. Don't worry about the technical stuff. We take care of everything.
- You focus on communicating with your neighbors.

Sounds great, right? Now what?

Three ways to get started, your choice:

- Call us today to sign up: **913-685-1858**
- Complete the form attached to this document and then fax it to us
- Fill out our online contact form, and we'll call you: www.eNeighbors.com/contact



Simple access to your neighborhood site.



Secure sign-in keeps your personal and neighborhood information safe.

eNeighbors Facts

It's easy to use. eNeighbors was built from the ground up so that all neighbors can participate without training. If you use email, you can use eNeighbors.

Your information is secure. With 256-bit SSL encryption, your private information is kept secure. And because we only allow your neighbors to access the site with a unique PIN number, you can be confident that all private neighborhood data is kept confidential.

Your privacy is our top concern. We work hard to earn and keep your trust, so we adhere to the following principles to protect your privacy: (1) We will never rent or sell your personally identifiable information to third parties for marketing purposes. (2) We will never share your contact information with another user, without your consent. (3) Any sensitive information that you provide will be secured with all industry standard protocols and technology.

To review our complete privacy policy, go to www.eNeighbors.com/privacy.html

Your neighbors can participate. eNeighbors encourages participation from your neighbors by allowing them to write their own news articles, promote social events, organize social groups and post classifieds.



Easy-to-use interface allows instant access to current news and event info.

eNeighbors Facts (cont.)

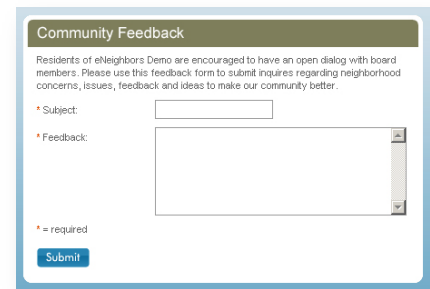
It's easy to manage. eNeighbors practically runs itself. After the initial setup, eNewsletters are automatically generated and sent via e-mail on a daily, weekly or monthly basis that contain all the news and information that your neighbors contributed to the site.

eNeighbors can save you money. With eNeighbors, you no longer need to mail paper flyers and newsletters, which can save you money on postage, paper and printing costs - not to mention time and effort.

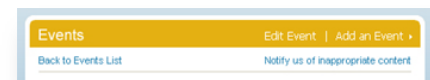
eNeighbors improves neighborhood communication. We believe that when neighbors communicate, it creates a safer, more vibrant, and social community.

Your satisfaction is guaranteed. If you're not completely satisfied, just let us know and we'll provide a full refund within the first 30 days of service.

We're here to help. If you need technical support or suggestions on how to use your new site, just drop us an email at: support@eneighbors.com



Provide community feedback any time you want with the web-based feedback form.



Protect your site from unwanted information with the ability for neighbors to notify the board of inappropriate content.

Common Questions

Q: What happens after completing the sign up form?

A: Once we receive your fax, we will be in contact with the person listed as your Primary Contact to obtain your resident list. After receiving the resident list, we will initiate the setup process. When your site is ready, you will receive an e-mail and password to access the site.

Q: Why do you need a list of residents and addresses?

A: This list allows us to determine who should be allowed into your site and who should not be. With this list we generate a personal identification number (PIN) for each member of your community that they can use to join your eNeighbors site. We will never share this information with third parties for marketing purposes. To review our complete privacy policy, go to www.eNeighbors.com/privacy.html

Q: Is there a way to review information posted by residents before it's published?

A: As a board member you can opt to review and approve all information before it's published.

Q: What if a neighbor posts something negative?

A: As a board member, you have the ability to edit or delete content that you deem to be inappropriate. You also have the ability to suspend or remove an account.

Visit our Demo Site

We would love for you to check out our demo site. Try it out today!

1. Go to www.eNeighbors.com
2. Enter zip code: 12345
3. Select "eNeighbors Demo" from the search results screen
4. Use the following email address and password to sign in:
Email: demo@eneighbors.com
Password: password
5. Feel free to look around and try out any of the site features. Have fun!



The Neighborhood Challenge

Challenge	Solution
<p>Communication</p> <p><i>Relevance:</i> How current is your information? <i>Ease of Use:</i> How easy is it to communicate to your residents and for them to communicate with you? <i>Cost:</i> How much time does it take and how much does it cost to currently communicate with your residents?</p>	<p>eNeighbors allows instant communication with your residents while also providing 24/7 access for your residents to communicate with each other as well as the board of directors.</p> <p>eNeighbors Features: News Events eNewsletters Contact Form Resident Directory</p>
<p>Time Management</p> <p>The board of directors has to manage many aspects of a neighborhood. Maintaining a website as well as resident communications is very time consuming.</p>	<p>eNeighbors allows any resident to contribute content to the site. This allows the responsibility for maintaining current information to be distributed to the entire community. No single board member has to be in charge of the site.</p> <p>eNeighbors Features: User-generated content Automatic eNewsletters</p>
<p>Sense of Community</p> <p>Establishing a sense of community within a neighborhood can be difficult. Getting your residents involved requires time and energy.</p>	<p>eNeighbors fosters interaction between residents by allowing them to collaborate and converse with each other online.</p> <p>eNeighbors Features: Groups Comments Events Classifieds</p>
<p>Safety Concerns</p> <p>Everyone wants to live in a safe environment. Emergency alert systems are a big concern for families.</p>	<p>eNeighbors provides the ability to instantly alert your entire community to any issue or emergency. This keeps your community safe and your residents informed of the latest news.</p> <p>eNeighbors Features: News Bulletins</p>
<p>Architectural Compliance</p> <p>Making residents aware of the architectural guidelines and providing easy access to the forms can reduce the number of</p>	<p>eNeighbors provides an online architectural request form that allows residents to submit their requests at any time. Residents no longer have to fill out paper forms and the board has less to manage.</p> <p>eNeighbors Features: Architectural Request Form</p>
<p>HOA Documentation</p> <p>Providing copies of legal information to residents is very time consuming as well as inefficient.</p>	<p>eNeighbors provides the ability for you to post all your HOA documentation to the website (i.e., meeting minutes, financial statements, covenant codes & restrictions, etc.).</p> <p>eNeighbors Features: Resources</p>
<p>Board Member Turnover</p> <p>Most HOA boards deal with some amount of turnover through the years. Relying on a specific individual for certain expertise can become problematic.</p>	<p>eNeighbors is a web-based application that requires no technology expertise. You no longer have to worry about losing your web designer if they move out of the community. Additionally, everyone can contribute content, so you don't have to rely on a technical person to update the site.</p> <p>eNeighbors Features: User-generated content</p>
<p>Privacy of Information</p> <p>Every resident wants to ensure their personal information is private and secure.</p>	<p>eNeighbors top concern in privacy and security. All of your personal information is completely secure. No one outside of your community can access the website. You also choose how much of your information is displayed to other residents.</p> <p>eNeighbors Features: Secure sign in Directory Preferences</p>
<p>Community Value</p> <p>Maintaining property value is a top concern.</p>	<p>eNeighbors is a cutting-edge, state of the art web application. Our service sets your community apart from others by offering the latest online technology in communication and social networking.</p>

Sign Up Form

Please complete and fax to: 1.800.546.9260

By completing the information below, you agree to the attached license agreement. Please review the license agreement carefully.

Your Neighborhood

This information will be published on the website.

_____ Neighborhood Name		
_____ City (include all cities your Neighborhood covers)	_____ State	_____ Zip Code (include all)
_____		_____
_____		_____

Primary Contact

This person will be responsible for working directly with eNeighbors to complete the setup process.

_____ First and Last Name	
_____ Phone Number	_____ Email Address

Billing Information

Please note: Invoices will be sent electronically to the email address provided.

_____ Street Address		
_____ City	_____ State	_____ Zip Code
_____ Email Address (electronic invoices will be sent to this address)		

Property Manager

Leave blank if your neighborhood does not have a Property Manager

_____ First and Last Name	_____ Company Name
_____ Phone Number	_____ Email Address

Please complete the Board of Directors information on the next page.

Board of Directors

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

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First and Last Name	Board Role	

Home Address		

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Email Address		

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First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

ENEIGHBORS 2.0 SOFTWARE LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: This Software License Agreement (“Agreement”) is a legal agreement between you (“Customer”), either an individual or a single entity, and eNeighbors, LLC, a Delaware limited liability company (“eNeighbors”) for use of “eNeighbors 2.0”, a Web-based hosted software application (“Product”). **YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY PURCHASING A SUBSCRIPTION OR USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT PURCHASE A SUBSCRIPTION OR USE THE PRODUCT.**

1. **GRANT OF LICENSE.** eNeighbors grants you the following rights provided you comply with all terms and conditions of this Agreement. For each license you have acquired for the Product, one entity is granted a nonexclusive license to use the Product for a period of one year beginning on the date that you begin using the Product (“Anniversary Date”). This license further entitles each member of that entity to maintain up to 10 accounts for use of the Product.

2. **PAYMENTS.** You agree to pay eNeighbors an annual license fee for the use of the Product.

3. **TERM AND TERMINATION.** This license is automatically renewable on an annual basis unless earlier terminated. Without prejudice to any other rights, you or eNeighbors may cancel this Agreement at any time. **No refunds will be made** if Customer cancels the agreement after 30 days from the initial Anniversary Date. Upon the termination of this Agreement for any reason and upon request by Customer at any time, eNeighbors will promptly return all Customer data in an electronic format.

4. **DOMAIN NAME.** If Customer has already obtained a domain name, eNeighbors will, at no additional cost, manage and renew the registration of Customer’s domain name, as appropriate, during the term of this Agreement with the designated registrar of eNeighbors choice. Upon termination of this agreement, eNeighbors shall, upon Customer’s request, unlock or otherwise allow the domain to be transferred back to Customer.

5. **RESERVATION OF RIGHTS.** eNeighbors reserves all rights not expressly granted to you in this Agreement.

6. CONFIDENTIALITY.

6.1 **Confidential Information.** Customer may provide to eNeighbors certain confidential information in connection with use of the Product (“Confidential Information”). eNeighbors agrees to preserve the confidentiality of all Confidential Information it receives from Customer. eNeighbors will not, without the prior written consent of Customer, disclose or make available to any person, or use for its or any third party’s benefit, any of Customer’s Confidential Information, other than to perform its obligations under this Agreement. eNeighbors will exercise a commercially reasonable level of care to safeguard Confidential Information of Customer against improper disclosure or use.

6.2 **Statistical Data.** Notwithstanding anything to the contrary in this Agreement, eNeighbors will retain the right to publish or otherwise publicly disclose any demographic or statistical data on Product use. This data will not include any names, physical addresses, e-mail addresses, facsimile numbers, telephone numbers, passwords, screen names, and credit card information. eNeighbors may present the data separately or in combination with similar data from other clients and retains a perpetual non-exclusive royalty-free right to use the data in manner it desires.

7. INDEMNITY.

7.1 **eNeighbors Indemnity.** Customer will defend eNeighbors against any third party claim, action, suit or proceeding alleging that the Customer Content infringes a third party’s Intellectual Property Rights. Customer will indemnify eNeighbors for all losses, damages, liabilities and all reasonable expenses and costs incurred by eNeighbors because of a final judgment entered against eNeighbors in any such claim, action, suit or proceeding.

7.2 **Customer Indemnity.** eNeighbors will defend Customer against any third party claim, action, suit or proceeding alleging that the eNeighbors Content infringes a third party’s Intellectual Property Rights. eNeighbors will indemnify Customer for all losses, damages, liabilities and all reasonable expenses and costs incurred by Customer because of a final judgment entered against Customer in any such claim, action, suit or proceeding.

8. **LIMITED WARRANTY.** eNeighbors warrants that for a period of thirty (30) days from the Anniversary Date: (i) the Product will be free of defects in materials and workmanship under normal use; and (ii) the Product substantially conforms to its published specifications. Except for the foregoing, the Product is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer’s exclusive remedy and the entire liability of eNeighbors and its suppliers under this limited warranty will be, at eNeighbors option, repair, replacement, or refund of the Product if reported (or, upon request, returned) to the party supplying the Product to Customer. In no event does eNeighbors warrant that the Product is error free or that Customer will be able to operate the Product without problems or interruptions. This warranty does not apply if the Product (a) has been altered, except by eNeighbors, or (b) has not been operated or maintained in accordance with instructions supplied by eNeighbors.

9. **LIMITATION OF LIABILITY. EXCLUSIVE OF LIABILITY UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY IS LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS STATED IN SECTION 8, ENEIGHBORS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT THE DISCLAIMER OF ANY IMPLIED WARRANTIES IS PROHIBITED, SUCH IMPLIED WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS SECTION 7. ENEIGHBORS’ LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT.**

10. GENERAL PROVISIONS.

10.1 **Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, earthquake, flood, war, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

10.2 **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

10.3 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, written or oral, between you and eNeighbors relating to the subject matter of this Agreement.

10.4 **Governing Law and Forum.** This Agreement and all disputes arising under this Agreement are subject to, governed by, and construed in accordance with Kansas law, as it applies to contracts that are entered into and performed wholly within Kansas, without regard to rules of conflicts of law. Customer expressly submits and consents to the exclusive jurisdiction and exclusive venue of the federal and state courts in Kansas.

10.5 **Assignment.** Customer may not assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of eNeighbors and any attempt to do so is a material breach of this Agreement and will be null and void. eNeighbors may assign this Agreement to any person or entity that purchases or otherwise acquires all or substantially all of eNeighbors’ business operations, and upon any such assignment, eNeighbors will have no further obligations under this Agreement. This Agreement binds and is for the benefit of the parties, their respective successors and permitted assigns.

10.6 **Notices. Consent Regarding Electronic Information.** We accept e-mail notices. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the Product, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

10.7 The Product is protected by copyright and other intellectual property laws and treaties. eNeighbors or its suppliers own the title, copyright, and other intellectual property rights in the Product. **The Product is licensed, not sold.**