

Homerun Investments Website Policy Disclaimer

1. TERMS OF USE

Homerun Investments provides a collection of online resources, including classified ads, directories, forums, and profiles. By using our services in any way, you are agreeing to comply with the terms of this policy. When using Homerun services, you agree to abide by any applicable posted guidelines for all Homerun services, which may change from time to time. Should you object to any term or condition, any guidelines, or any subsequent modifications thereto or become dissatisfied with Homerun in any way, your only recourse is to immediately discontinue use of Homerun's services.

2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

3. CONTENT

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item of Content that you post, email or otherwise make available via the Service. You understand that Homerun does not control, and is not responsible for Content made available, and that by using this service, you may be exposed to content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the Homerun site and Content available through this service may contain links to other websites, which are completely independent of Homerun. Homerun makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Homerun be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that Homerun does not pre-screen or approve Content, but that Homerun shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Homerun Website Policy or for any other reason.

4. THIRD PARTY CONTENT, SITES, AND SERVICES

The Homerun site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of Homerun, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that Homerun Investments shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Homerun Investments is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Homerun Investments, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service.

5. PRIVACY OF INFORMATION STATEMENT

Homerun Investments IncTM has created this privacy statement in order to demonstrate our firm commitment to the safe, secure, and responsible handling of information provided by our members. The following discloses our information gathering and dissemination practices for our mentoring program.

Our mentoring program and workshop registration forms require users to give us contact information (like their name and email address). We use customer contact information from these forms to send the user information about our company and details about our training events.

The customer's contact information is also used to contact the customer when necessary. Users may opt-out of receiving future mailings. (See the choice/opt-out section below.) Financial information that is collected is used to bill the user for products and services.

Due to the nature of the mentoring program we may, from time to time, need to pass on contact information within the group to facilitate the training requirements of the program. We do not pass this information on to any persons outside of the membership group.

Under no circumstances do we sell or distribute in any way any of the information collected on our membership forms.

6. CREDIT CARD OR FINANCIAL INFORMATION

Credit card or financial information is absolutely secure and is held in the strictest of confidentiality. We will not for any reason release this information to anyone but the stated card or account holder unless we have prior written authorization to do so.

When we confirm a person's use of credit card information, we do not include the credit card number or any other financial information in our reply e-mail. While we can be assured of our own security system, we do not always know what is in place at the client end.

7. CONTACTING CLIENTS

The customer's contact information is also used to contact the members when necessary. Users may opt-out of receiving future mailings. (See the choice/opt-out section below.) Financial information that is collected is used to bill the user for products and services. We do not distribute or make available any of this information to any other sources.

Your use of the Homerun Investments website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that Homerun Investments may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the HOMERUN INVESTMENTS WEBSITE POLICY; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of Homerun Investments, its users or the general public.

8. CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic or depicts a human being engaged in actual sexual conduct.
- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.
- e) that impersonates any person or entity, including, but not limited to, a Homerun Investments employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);
- f) that includes personal or identifying information about another person without that person's explicit consent;
- g) that is false, deceptive, misleading, deceitful, uninformative, or constitutes "bait and switch";
- h) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

i) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;

j) that constitutes or contains any form of advertising or solicitation if: posted in areas of the Homerun Investments sites which are not designated for such purposes; or emailed to Homerun Investments users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests.

k) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law.

l) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

m) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or

n) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

o) contact anyone who has asked not to be contacted;

p) "stalk" or otherwise harass anyone;

q) collect personal data about other users for commercial or unlawful purposes;

r) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by Homerun Investments;

s) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

t) attempt to gain unauthorized access to Homerun Investments' computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Homerun Investments website; or

u) use any form of automated device or computer program that enables the submission of postings on Homerun Investments without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

9. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to Homerun Investments email addresses or through Homerun Investments computer systems, which is expressly prohibited by the HOMERUN INVESTMENTS WEBSITE POLICY, will use or cause to be used servers. Any unauthorized use of Homerun Investments computer systems is a violation of the HOMERUN INVESTMENTS WEBSITE. Such violations may subject the sender and his or her agents to civil and criminal penalties.

10. PAID POSTINGS

We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the HOMERUN INVESTMENTS WEBSITE POLICY. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the HOMERUN INVESTMENTS WEBSITE POLICY.

11. LIMITATIONS ON SERVICE

You acknowledge that Homerun Investments may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that Homerun Investments has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Homerun Investments reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that Homerun Investments shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. ACCESS TO THE SERVICE

Homerun Investments grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include:

(a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by Homerun Investments. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or profiles, or which is in the business of providing classified ad listing services.

Homerun Investments permits you to display on your website, or create a hyperlink on your website to, individual postings on the. If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of the HOMERUN INVESTMENTS WEBSITE POLICY, absent express permission granted by Homerun Investments to do so. You may also

create a hyperlink to the home page of Homerun Investments sites so long as the link does not portray Homerun Investments, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

Use of the Service beyond the scope of authorized access granted to you by Homerun Investments immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain permission from Homerun Investments.

13. TERMINATION OF SERVICE

You agree that Homerun Investments, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if Homerun Investments believes that you have acted inconsistently with the letter or spirit of the HOMERUN INVESTMENTS WEBSITE POLICY. Further, you agree that Homerun Investments shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination.

14. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Homerun Investments. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of Homerun Investments, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. HOMERUN INVESTMENTS INC. is a registered trademark.

15. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE HOMERUN INVESTMENTS SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE HOMERUN INVESTMENTS SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, HOMERUN INVESTMENTS DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY,

TIMELINESS, ACCURACY, AND PERFORMANCE OF THE HOMERUN INVESTMENTS SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, HOMERUN INVESTMENTS DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE HOMERUN INVESTMENTS SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE HOMERUN INVESTMENTS SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, HOMERUN INVESTMENTS DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE HOMERUN INVESTMENTS SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

16. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL HOMERUN INVESTMENTS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF HOMERUN INVESTMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE HOMERUN INVESTMENTS SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE HOMERUN INVESTMENTS SITE OR THE SERVICE, FROM INABILITY TO USE THE HOMERUN INVESTMENTS SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE HOMERUN INVESTMENTS SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE HOMERUN INVESTMENTS SITE OR THE SERVICE OR ANY LINKS ON THE HOMERUN INVESTMENTS SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE HOMERUN INVESTMENTS SITE OR THE SERVICE OR ANY LINKS ON THE HOMERUN INVESTMENTS SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

17. INDEMNITY

You agree to indemnify and hold Homerun Investments, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the HOMERUN INVESTMENTS WEBSITE POLICY, your breach of any of the representations and warranties herein, or your violation of any rights of another.

18. GENERAL INFORMATION

The HOMERUN INVESTMENTS WEBSITE POLICY constitutes the entire agreement between you and Homerun Investments and govern your use of the Service, superseding any prior agreements between you and Homerun Investments.

19. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the HOMERUN INVESTMENTS WEBSITE POLICY, by flagging the posting(s) for review, or by emailing to:

info@homeruninvestments.com

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.