

WEBSITE TERMS OF USE

Last Modified: 12.12.2020

Acceptance of the Terms of Use

These terms of use are entered into by and between you and [Unpriced.com]¹ (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of Unpriced.com, including any content, functionality, services, tools and applications (the “**Services**”) offered on or through Unpriced.com (the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website as it is a legally binding agreement between you and yours heirs and representatives. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, available at [INSERT URL] (or any successor webpage thereto), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

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, 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 frequently so you are aware of any changes, as they are binding on you.

Accessing the Website; Registration; and Account Security

We reserve the right to withdraw or amend this Website, and any service or material 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, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

¹ Please let us know if you decide to consider a different name re: trademark protection purposes.

To access the Website and participate in or make an offer in connection with an auction, purchase or sale, or participate in any marketing event, you will be required provide certain registration details or other information, which may include, without limitation, company information and personal information (“**Registration Data**”). You may create a customer account with the Company through the Website by providing information directly through to the Website. See our Privacy Policy, available at [INSERT WEB ADDRESS] for further details².

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, and information provided by you by means other than through the Website that the Company uses to create a customer account through the Website, is governed by our Privacy Policy available at [INSERT AS LINK TO WEBSITE’S PRIVACY POLICY] (or any successor webpage thereto), and you consent to all actions we take with respect to your information consistent with our Privacy Policy. We reserve the right to terminate or suspend your account and/or the Website for your use in the event that we reasonably believe that your Registration Data is inaccurate or if you fail to provide all Registration Data within the timeframes requested.

Additional Multiple Listing Service (“MLS”) terms and/or disclosures may apply to your use of the Website and our Services in accordance with each respective MLS’ rules. Based on the geographical scope of your search, such applicable MLS terms and/or disclosures will be displayed or viewable via the listing pages accessed on the Website and are incorporated herein by reference. To the extent that the terms of use of any individual MLS conflicts with these Terms of Use stated herein, these Terms of Use will control.³

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. We are authorized to act on instructions received through use of your account or registration, and are not liable for any loss or damage arising from your failure to comply with this Section. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

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

² *We are putting the privacy policy together.*

³ *Tom, do you anticipate that there will be a link from unpriced.com to an MLS listing service?*

are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to abide by all applicable copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, as well as copyright notices or restrictions posted on the Services, and you acknowledge that use of any content of the Services without our express prior written permission is strictly prohibited. You shall not acquire any proprietary rights, including intellectual property rights, in or to the Services. You acknowledge that the Services are valuable commercial products, the development of which has involved the expenditure of substantial time and money.

These Terms of Use permit you to use the Website for legitimate business purposes only. You must not reproduce, distribute, license, modify, create derivative works of, publicly display, publicly perform, republish, download, store, exploit 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.
- You may print or download a reasonable number of copies of a reasonable number of pages of the Website for your legitimate business use and not for further reproduction, publication or distribution.
- You may print or download a reasonable number of copies of materials on the Website specifically intended for customers to download.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your legitimate business use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.
- Frame the Website.

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 these 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 terms “_____.” and “Unpriced.com,” 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 marks without the prior written permission of the Company. 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 US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out below in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- 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 or screen names associated with any of the foregoing).
- 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 Website or interfere with any other party’s use of the Website, including their 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.
- Attempt to 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.

User Submissions

You are solely responsible for all content that you post, publish, transmit, upload, distribute or otherwise make available or submit to or through the Services (collectively, "Submissions"). Your Submissions may be identified by your actual name and/or your username. You acknowledge that once published, you cannot withdraw such Submissions. Unless we indicate otherwise, you grant us, our subsidiaries, and affiliates a nonexclusive, transferrable, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display any Submissions throughout the world in any form.

You represent and warrant that you own or otherwise control all of the rights to your Submissions and that your Submissions will not violate the Terms of Use or cause injury to any other person or entity. We take no responsibility and assume no liability for any material, content, opinion, recommendation, or advice provided by you in your Submissions or by any third party. We have no obligation to post any of your Submissions, and reserve the right to post our own versions of that content (including, but not limited to, photos of properties or property descriptions) instead of yours in our sole discretion.

You assign us the right to pursue enforcement of copyright and other intellectual property claims against third parties that have, without authorization, and in violation of the Terms of Use, scraped, copied, or distributed content from your Submissions and for which you have not granted such third parties a separate license to use.

Please review our Privacy Statement prior to making any Submissions. If you do not agree with our Privacy Statement, you may not make any Submissions.

You understand and acknowledge that you are responsible for any Submissions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any Submissions posted by you or any other user of the Website.

Buyer-Broker Services⁴

From time to time real estate purchase related services and incentives may be offered through the Site. Should you select the offered real estate purchase related services and incentives, you will be required to enter into a separate written agreement with the real estate broker and your engagement of the real estate broker and the provisioning of any available incentives will be governed by such separate written agreement between you and the selected real estate broker. You understand and acknowledge that you are not engaging us as your real estate broker or agent. You are responsible for reviewing, understanding and correctly completing all paperwork and complying with any terms and conditions of all agreements necessary and applicable to your engagement of a real estate brokerage or related to the available real estate incentives offered in connection with the purchase of a home. The terms of any agreement between you and any real estate broker/agent are not endorsed, recommended or otherwise known by us and do not change, alter or modify any of the terms agreed to between you and us. Any real estate purchase related services and incentives offered through the Site may not be provided in all areas. For details as to any real estate purchase related services and incentives offered, please refer to the product details and disclosures found within the Site.

Submission Standards; Monitoring and Enforcement; Termination

In addition to complying with the rules specified in these Terms of Use, you agree to comply with the following rules when making any Submissions. This list is not meant to be exhaustive, and we reserve the right to determine what types of conduct we consider to be inappropriate use of the Services. In the case of inappropriate use, we may take such measures as we determine appropriate, in our sole discretion. By way of example, and not as limitation, you agree to abide by the following rules when making any Submissions:

- You will remain polite and civil to other users, even if you disagree with content that you come across through your use of the Services;
- Your Submissions will not be off topic or contain promotions of or solicitations for other products, services or fundraising activities;
- Your Submissions will not infringe or violate our rights or the rights of a third party;
- You will not impersonate anyone else, misrepresent your identity or affiliation, or make Submissions from fake or anonymous profiles;
- You agree that we are not liable for Submissions made by you or others;
- You agree that we have the right to remove or edit any content and any Submissions in our sole discretion;

⁴ Tom, we included this provision but based on our conversations, I think there will be a separate agreement between potential Sellers and a brokerage company affiliated with unpriced.com would be acting as agent for the Seller. Let us know if you think this provision should be included in the general terms and conditions. It doesn't hurt to have it included, so perhaps we should err on the side of caution and keep it.

- Your Submissions will not consist of any inappropriate content, including without limitation personal attacks, offensive remarks, obscenities or any language that we consider foul, vulgar or fraudulent;
- Your Submissions will not contain images of any person, unless you have received their permission, or the permission of their parent or guardian if the person is under the age of 18 or unable to provide consent for any reason;
- You will not share viruses or files that have the capability of causing damage to another's computer;
- You agree that we have the right to delete, modify or remove any Submissions, at any time in our sole discretion and that you are solely responsible to backup any such content; and
- You agree that when you use the Services you do so at your own risk and that you understand that Submissions that you see may not be accurate. While we may monitor Submissions, we are under no obligation to do so.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

In addition, we reserve 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.

Copyright Infringement.

We respect the intellectual property rights of others, and expect you as a registrant to do the same. To the extent anyone believes that his/her work has been reproduced in the property listing data within or as a part of any of our Services in a way that constitutes copyright infringement he/she may notify our agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information

- A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit the Company, to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of copyright infringement should be sent as follows:

If you give notice of copyright infringement by text or e-mail alone, the copyright agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. Based on our findings, as the result of any claim or allegation of copyright infringement, we reserve the sole right and discretion to remove content from our Services, and immediately terminate any use of our Services with regard to anyone who repeatedly engages in copyright infringement

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. 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.

Purchasing From the Website and Payment Processing⁵

Any payments required for the purchase of Services offered through the Website must be paid for with a credit card. If you notify us of a cancellation within 24 hours of a purchase of the Services, which is solely your responsibility, we will void, reverse, or credit the charges. You can cancel your purchase (i) by e-mail [_____] or (ii) by phone at [_____]. Your listing will not have

⁵ Based on our prior conversation, I'm not sure this applies. Is there any service that would be paid for by a website user via this website?

been canceled until you receive a confirmation from us, either via email or telephone. Cancellation of your purchase is independent of changes to property information, cancellation or removal of your home from the subject MLS listing and any payments or penalties due pursuant any listing agreement entered into with your broker/agent, which is contracted separately between you and an independent real estate agent/broker. Refunds are NOT available more than 24 hours after purchase.

Notwithstanding the foregoing, we will not provide refunds on the grounds of a temporary service failure. You will not receive any refund for temporary technical problems with the MLS listing, the Website (including without limitation not being able to log in to your account or not being able to upload photos), or national search portal that causes your property listing to be removed, changed or unavailable for display. You are not entitled to any refund based on a failure to view your property listing that is due to your or a buyer's computer's or browser's failure to meet minimum browser and operating system requirements of any website where such MLS listing may be available.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website or that is provided by you through means other than this Website and is uploaded by us to the Website is subject to our Privacy Policy available at [INSERT AS LINK TO SITE'S PRIVACY POLICY] (or any successor webpage thereto). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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 on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular

requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY 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 OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, 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 DEFECTS WILL BE CORRECTED, 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 COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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 the Website, including, but not limited to, your Submissions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of 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 (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

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.

Entire Agreement

The Terms of Use, our Privacy Policy, any open account agreement between you and the Company, and, if applicable any separate agreement by and between you and the Company or its affiliate with respect to the purchase or sale of a particular property constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

4851-7073-2487, v. 3