

## **Terms of Use**

These Terms of Use (“Terms of Use”) apply to the HomeAdvantage website located at [www.homeadvantage.com](http://www.homeadvantage.com) (the “Website”). The website is property of HomeAdvantage, LLC (“HomeAdvantage”). BY USING THE WEBSITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE. Privacy policies are disclosed in the "privacy policy" section of the site and should be reviewed in conjunction with these Terms of Use. HomeAdvantage reserves the right, at its sole discretion, to change, modify, add and remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

## **Use of Program**

You must use a participating agent in the HomeAdvantage network to be eligible to receive the financial benefit, HomeAdvantage Cash Rewards (“Program”). You must be a prospective purchaser or seller of real property; provide true, accurate and current information which you maintain and update; and must be 18 years of age or older. Cash Rewards are not provided by agents in the network, but directly through HomeAdvantage. You understand that Cash Rewards are only available where it is permitted by state and federal law and are not prohibited by underwriting restrictions. The actual amount of the cash benefit may be reduced based on state law and/or loan underwriting guidelines and may also impact whether the benefit can be applied against closing costs or distributed as a check after closing. Check with your lender to determine if any underwriting restrictions apply.

HomeAdvantage Rewards disclosures include but are not limited to:

You may be introduced to HomeAdvantage through one of our partners and eligible for a HomeAdvantage Cash Reward (“reward”). The following terms apply:

1. A reward is only available with the purchase or sale of your home through an assigned HomeAdvantage Network Agent.
2. Completing the transaction with the partner that introduced you to HomeAdvantage is not a requirement unless the program is modified to be paid by the participating partner.
3. The reward offer is limited to one cash back per property with no limit on the number of times you may use the program to buy or sell other properties.

4. When selling, a reward will be applied as a reduced listing commission to be reflected in the listing agreement.
5. Reward may be limited or excluded for purchase of new home constructions, For Sale by Owner, or For Sale by iBuyer transactions.
6. When buying, reward may not be available for all transactions and may depend on partner participation or other limits described below:
  - Your lender may limit the reward amount that can be credited or shared.
  - Mississippi prohibits the distribution of reward.
  - The following states require the reward to be paid after closing: Alaska, Alabama, Iowa, Kansas, Missouri, Louisiana, Oklahoma, Oregon and Tennessee.
    - Alabama, Alaska, Iowa, Missouri, Louisiana, Oklahoma and Oregon rewards will be delivered via a check.
    - Kansas and Tennessee require the reward to be delivered via gift card.
      - Kansas limits the reward to \$1,000.
7. Rewards not issued at closing will be sent within 60 days of HomeAdvantage receiving settlement statements and funds.

This section of terms is subject to change without notice.

## **Content**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to HomeAdvantage. Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web portal or other medium for publication or distribution or for any commercial enterprise, without HomeAdvantage's express prior written consent.

You agree and acknowledge that the Content is the intellectual property of HomeAdvantage and/or its licensors. You further understand and agree that ultimate control over the use of the Content resides with HomeAdvantage, and that all goodwill in

the Content that may be created through the use and access provided for in these Terms of Use shall inure to the sole benefit of HomeAdvantage and/or its licensors; you shall not acquire any ownership interest in the Content. You shall have no right to authorize any third party to use or access the Content unless otherwise agreed upon by HomeAdvantage, in writing, in each instance.

### **Accounts, Passwords and Security**

Certain features or services offered on or through the Website may require you to open an account (including setting up an ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify HomeAdvantage immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by HomeAdvantage or any other user of or visitor to the Website due to someone else using your ID, password or account as a result of your failing to keep your account information secure and confidential. You may not use anyone else's ID, password or account at any time without the express permission and consent of the holder of that ID, password or account. HomeAdvantage cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. In order to better serve you, access to some features of the Website requires registration (sign up). There is no fee or obligation incurred by registering.

### **Privacy**

HomeAdvantage's Privacy Policy applies to use of the Website, and its terms are made a part of these Terms of Use by this reference. To view HomeAdvantage's Privacy Policy, please [click here](#). Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### **Links to Other Websites**

The Website may contain links to other independent third-party websites ("Linked Websites"). These Linked Websites are provided solely as a convenience to HomeAdvantage visitors. Such Linked Websites are not under HomeAdvantage's control, and HomeAdvantage is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked

Websites. You will need to make your own independent judgment regarding your interaction with these Linked Websites.

### **Disclaimers**

HOMEADVANTAGE DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. HOMEADVANTAGE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD OR ACCESS FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. HOMEADVANTAGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOMEADVANTAGE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY HOMEADVANTAGE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST HOMEADVANTAGE FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

HomeAdvantage reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and/or (3) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **Limitation of Liability**

Except where prohibited by law, in no event will HomeAdvantage be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if HomeAdvantage has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, HomeAdvantage is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of, or access to, the Website or any Content, HomeAdvantage's liability shall in no event exceed One Hundred Dollars (US\$100.00). Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

### **Indemnity**

You agree to indemnify, defend, release, and hold HomeAdvantage, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, damage, loss, liability, claims (including those actual and threatened), actions, or expenses (including attorneys' fees and expenses), made against HomeAdvantage due to or arising out of or in connection with your use of, or access to, the Website.

### **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Website, including all disputes, will be governed by the laws of the United States and by the laws of the State of Arizona without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Scottsdale, AZ, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party, as determined by a court of competent jurisdiction, will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between HomeAdvantage and you arising out of or in connection with your use of, or access to, the Website, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.