

TERMS OF SERVICE

Last Modified: August 22, 2018

The services that Realync Corp. (hereinafter “Realync,” “we,” and “us”) provides to you are subject to the terms and conditions set forth herein (“Terms of Service”), which govern your access to and use of the mobile Platform and website (collectively the “Platform”). By using the Platform, you are agreeing to the Terms of Service. If you do not accept the Terms of Service, now or in the future, please stop your use of the Platform immediately, in which case any continuing access to and/or use of our Platform is unauthorized.

CHANGES TO TERMS

Realync may, at any time, for any reason, make changes to (i) the Platform, including its look, feel, format and content, as well as (ii) the products and/or services as described on the Platform. Realync may make such changes or modifications to the terms and conditions contained herein and your continued use of the Platform following changes or modifications will constitute your acceptance of such changes or modifications. Realync will provide a notice of such changes only by posting the updated Terms of Service on the Platform and changing the “last updated” date listed above.

PRIVACY POLICY

The use of the Realync Platform is also governed by the Privacy Policy, which is incorporated into this Agreement by this reference.

SCOPE OF USE

Eligibility

To access or use the Platform, you must be 18 years or older and have the requisite power and authority to agree and enter into this Terms of Service.

Use of Services and Availability

The Platform may be used for commercial use for real estate and/or lending professionals acting in professional capacity and such commercial use is limited to transactions done on your own behalf. Use of the Platform is at your own risk, including without limitation the risk that you might be exposed to content that is offensive, indecent, inaccurate, or objectionable. The Platform may be subject to interruptions, loss of data, deletion of data and conditions that prevent the proper operation of the Platform resulting from conditions or events outside the reasonable control of Realync and for which Realync will bear no responsibility. The Platform may be modified, updated, suspended or discontinued at any time without notice or liability. Customer support and help desk services are provided by phone and email between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday (Central Standard Time).

Creating an Account on our Platform

If you create an account on our Site, you may only create and hold one agent account and one client account that you are solely responsible for managing. Your account is non-transferrable and may not be sold, combined or otherwise shared with any other person. If you violate any of the limitations set forth herein we may terminate your account. If we terminate your account, you may not subscribe under a new account unless we formally invite you. If you commit fraud or falsify information in connection with your use of the Site or in connection with your Realync account, your account will be terminated immediately and we reserve the right to hold you liable

for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the Platform.

Your Responsibilities

Realync grants you the rights set forth herein, subject to the following conditions:

- (a) You shall not modify, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the services provided on the Platform;
- (b) You agree not to submit or transmit any emails or materials through the Platform that contain a virus, worm, Trojan horse or any other harmful component;
- (c) You may not access all or any part of the service and/or Platform in order to build a product or service which competes with the service and/or Platform;
- (d) You shall not copy, store, reproduce, duplicate, transmit or distribute a significant portion of the content on the Platform;
- (e) You shall not obtain or attempt to obtain any data through any means from the Platform, except if we intend to provide or make it available to you;
- (f) You shall not copy or imitate part or all of the design, layout, or look-and-feel of the Platform or individual sections of it, in any form or media;
- (g) You are only authorized to view, use, copy for your records and download small portions of the content on the Platform for your informational, non-commercial use; provided that you leave all copyright and other proprietary notices intact.
- (h) You are responsible for the accuracy and quality of the data and content that you submit;
- (i) You agree to act in accordance with all applicable laws, rules and regulations.
- (j) You represent that you have the necessary permissions to use and authorize the use of User Content as described herein;
- (k) You shall not submit content that is offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity;
- (l) You shall not imply that User Content is in any way sponsored or endorsed by Realync;
- (m) You agree not to intentionally hold Realync or their employees or directors up to public scorn, ridicule or defamation;
- (n) You will not promote or provide information about illegal activities or physical harm or injury to any group, individual, institution or property;
- (o) You will use commercially reasonable efforts to prevent unauthorized access to or use of the services and content provided on the Platform, and to notify Realync promptly of any such unauthorized access or use; and
- (p) You shall not use the Platform for any unlawful purpose or to violate any federal, state, international law, code of conduct or other guidelines which may be applicable to the Platform or services provided.

Realync shall not be subject to any obligations of confidentiality regarding any information or materials submitted online except as otherwise specified in the Terms of Service, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise required by law. The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Platform without the prior written consent of Realync is strictly prohibited.

PLATFORM USE OUTSIDE DEFINED AREA IMPORTANT

When you use the Platform, your data may be sent to the United States and possibly other countries. We may transfer, store, use and process your information, including any non-public personal information, to countries outside of the United States. Please note that laws vary from jurisdiction to jurisdiction, and so the privacy laws applicable to the places where your information is transferred to or stored, used or processed in, may be different from the privacy laws applicable to the place where you reside. Those who choose to access this Platform from other locations outside the United States do so at their own risk and are responsible for compliance with applicable laws.

PROPRIETARY RIGHTS AND LICENSES

Reservation of Rights

The software, technology, materials and content on this Platform, as well as the organization and layout of the Platform, are copyrighted and are protected by United States and international copyright laws and treaty provisions. Realync and all logos and images related thereto are trademarks of Realync and may not be used without the prior written consent of Realync. Subject to the limited rights expressly granted hereunder, Realync and/or its third party providers reserve all right, title and interest in and to the services and content, including all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. You agree not to remove or modify any copyright or other intellectual property notices that appear in the Platform.

Right to Access and Use

Realync hereby grants to you a non-exclusive right to access and use the Platform and services provided by Realync in accordance with the Terms of Service.

User Content

You shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all User Content. You hereby grant Realync a worldwide, perpetual, non-exclusive, royalty-free, irrevocable, assignable, sub-licensable, transferable license to use the User Content for any purpose. You further hereby irrevocably grant the other users of the services and Platform, the right to access and use User Content in connection with their use of the Platform and services in accordance with the Terms of Service. **"User Content"** means content, information and material that you submit or transmit to, through, or in connection with our services and the Platform. You further grant to Realync a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Platform any suggestions, enhancement requests, recommendation, correction or other feedback provided by you or others relating to the operation of the Platform.

DISCLAIMER; DATA GENERATION AND PROCESSING

Realync is not a licensed real estate broker nor does it broker real estate transactions. We do not act as a real estate agent for you or any other user. Realync does not sell, buy, or negotiate the purchase, sale or exchange of real property. Further, Realync does not lease, rent, offer to lease or rent, or negotiate the lease of real property or otherwise aid or assist in the lease of real property. The Platform may be used, if otherwise permitted by the applicable guidelines or rules, to facilitate the generation or processing of data, including financial data and MLS data. Realync shall not, however, be liable for any inaccuracy or error in data that is generated or processed in relation to the Platform. You agree to confirm the accuracy and comprehensiveness of all such data, and you agree to indemnify, defend and hold Realync, its subsidiaries, affiliates, officers,

agents, and other partners and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any party in relation to such data.

SPAMMING

Gathering email addresses from Realync through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other users is prohibited.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Platform, you represent, warrant and covenant to Realync that you will not use the Platform for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Platform.

USER AGREEMENTS AND DISPUTES

Agreements between Users

The Platform may not be used to facilitate the transmission, negotiation, and entering into of agreements between or among users of the Platform. Realync is not a party to any such agreements and shall have no obligations or liabilities related thereto.

Disputes between Users

You are solely responsible for interactions with other users. Realync reserves the right, but has no obligation, to monitor disputes between users of this Platform. Realync has the right but is not obligated to do any or all of the following:

- (a) Examine an allegation that a communication(s) does not conform to this Terms of Service and determine in its sole discretion to remove or request the removal of the communication(s).
- (b) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with this Terms of Service.
- (c) Terminate a user's access to any part of Realync's Platform upon any breach of this Terms of Service.
- (d) Monitor, edit, or disclose any communication in the public areas.
- (e) Edit or delete any communication(s) posted on the Realync's Platform, regardless of whether such communication(s) violate such standards.

Realync reserves the right to take any action it deems necessary to protect the personal safety of our users or the public. Realync has no liability or responsibility to users of the Platform or any other person or entity for performance or nonperformance of the foregoing activities.

TERMINATION

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Realync account. If you violate or if we have grounds to suspect that you violated our guidelines set forth in this Terms of Service and/or other use parameters included on the Platform, we may suspend or terminate your account and refuse use of the Platform (or any portion thereof). In the event you

fail to pay for the access granted, or share the access granted with any person or entity, or misuse the Platform by any means actionable under a federal, state, or local statute, code, regulation, law, or civil action, Realync will consider the user's access as having been acquired by fraud or misrepresentation and will terminate your access. In such a case, Realync retains the right to seek civil or criminal redress, the entire cost of which shall be borne solely by the user.

INDEMNIFICATION AND WAIVER

You shall indemnify, defend and hold harmless Realync, its officers, agents, employees, contractors, subcontractors, suppliers and representatives from and against any and all claims, demands, proceedings, losses, costs, damages, awards, fees, expenses, or liabilities of any nature ("**Claim**") arising out of or in the relation to (i) your violation of any law and/or the rights of a third party (ii) any breach of this Terms of Service by you, your officers, agents, employees, contractors and/or representatives and (iii) your use of Realync's services and Platform. You shall give prompt notice to Realync upon your receipt of notice of any Claim against you which might give rise to a claim against Realync.

You acknowledge and agree that by accessing or using the Platform, you may be exposed to materials (including shared group content) from others that you may consider offensive, indecent or otherwise objectionable, and agree to accept that risk.

RELEASE

You release Realync, its affiliates, and their respective directors, officers, employees and agents from all liability related to any and all claims and demands you may assert against any third party arising out of the Platform. If you are a California resident, you waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE PLATFORM, AND ANY CONTENT, ARE PROVIDED BY REALYNC TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, ACCURACY, AND FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH REALYNC EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, REALYNC AND ITS LICENSORS MAKE NO WARRANTY THAT (A) THE PLATFORM, SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, SERVICES OR CONTENT WILL BE EFFECTIVE, ACCURATE OR RELIABLE; AND/OR (C) REALYNC WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE PLATFORM, SERVICES OR ANY CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REALYNC OR THROUGH OR FROM USE OF THE SERVICES AND/OR PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

LIMITATION OF LIABILITY

YOUR USE OF THE PLATFORM, SERVICES AND CONTENT IS AT YOUR OWN RISK. IN NO EVENT SHALL REALYNC, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF REALYNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY REALYNC ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, REALYNC'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN THE EVENT YOU ARE DISSATISFIED WITH THE PLATFORM, RELATED SERVICES OR ANY OTHER GRIEVANCE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE THE RIGHT TO DISCONTINUE ACCESS TO, OR USE OF THE PLATFORM AND SERVICES.

REALYNC'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE PLATFORM OR SERVICES IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO REALYNC IN CONNECTION WITH THE APPLICABLE PLATFORM AND/OR SERVICE IN THE SIX MONTH PERIOD PRIOR TO THE ACTION THAT GAVE RISE TO THE LIABILITY, OR (ii) ONE HUNDRED DOLLARS (US\$100).

LINKS

This Platform may provide links to various other independent third-party websites ("**Linked Sites**") that may be of interest to you and for your convenience only. Realync does not control or endorse such Linked Sites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice or statements contained within such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites at your own risk. Realync reserves the right to terminate any link or linking program at any time. Realync disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such Linked Sites.

You may not link to this Platform without our written permission. If you are interested in linking to this Platform, please contact contact@Realync.com.

SEPARATE AGREEMENTS

You may have other agreements with Realync. Such agreements are separate and in addition to the Terms of Service. The Terms of Service do not modify, revise or amend the terms of any other agreements you may have with Realync.

NO PROFESSIONAL ADVICE

The information available on the Platform is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. YOU SHOULD EVALUATE ALL

INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS PLATFORM IN CONSULTATION WITH YOUR INSURANCE SPECIALIST OR WITH YOUR LEGAL, TAX, FINANCIAL, REAL ESTATE BROKER OR OTHER ADVISOR, AS APPROPRIATE.

DMCA COPYRIGHT POLICY AND COPYRIGHT AGENT

Realync respects the intellectual property rights of others and expects you to do the same. We reserve the right to terminate your account or any other user who infringes third-party intellectual property rights. We will respond to clear notices of copyright infringement when you provide the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed.
- (iii) 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.
- (iv) Information sufficient to permit Realync to contact you, such as your physical address, telephone number, and, if available, an electronic mail address;
- (v) 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.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Contact information for Realync's DMCA Agent for notice of claims of copyright infringement is: Realync Corp. Attn: Copyright Agent, 1710 N. Shoal Creek Terrace, Vernon Hills, Illinois 60061 (contact@Realync.com).

The Copyright Agent will not remove content from the Platform in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Platform or on sites linked to or from the Platform. All other inquiries directed to the Copyright Agent will not be responded to.

RESOLUTION OF DISPUTES

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any Realync confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Service or this Platform shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in Cook County, Illinois USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as confidential proprietary business information. Such information shall not be disclosed by any

party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

MISCELLANEOUS

If any provision or term of these Terms of Service shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them. These Terms of Service shall be governed in all respects by the laws of the State of Illinois, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Service, the Terms of Service will be deemed modified to conform to the law and the other provisions will not be affected by any such modification.

Contact us: If you would like to request additional information regarding these Terms of Service or have an inquiry regarding a commercial relationship with Realync, please contact us at contact@Realync.com.