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Terms and Conditions of Use

Welcome to Sells Realty Group, LLC. This page describes the Terms and Conditions that govern your use of the family of Sells Realty Group, LLC website, including your subscription to a Sells Realty account (collectively the “Site”). Please see Sells Realty Group, LLC [Privacy Notice](#) for information on Sells Realty Group, LLC’s data collection practices.

Acceptance of the Terms of Use

The Site is offered to you by Sells Realty Group, LLC (“**Sells Realty**” or “**Company**” or “**We**” or “**Us**” or “**Our**”) subject to your acceptance without modification of all of the terms and conditions set forth here. These Terms and Conditions of Use (“**Terms of Use**”) are entered into by and between you and Sells Realty and govern your access to and use of the Site, including any content, information, features, and functionality available on or through the Site. Please read the Terms of Use carefully before you use the Site.

BY USING THE SITE YOU (A) REPRESENT THAT YOU ARE LOCATED IN THE UNITED STATES; (B) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; (C) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) ACCEPT THESE TERMS OF USE AND AGREE THAT THEY ARE AN AGREEMENT BETWEEN YOU AND US, AND (D) REPRESENT THAT YOU HAVE NOT PREVIOUSLY BEEN SUSPENDED OR REMOVED FROM THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

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 Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. As a user of the Site, it is your responsibility to regularly review these Terms of Use.

The Site and its Content

The Site is designed to provide you with access to residential and commercial real estate listings, real estate-related information, and information about Sells Realty and any of its global real estate systems of independently owned and operated affiliates and their network of independent sales professionals. Sells Realty is not a brokerage, and as such, does not offer any real estate brokerage services, including but not limited to, assisting any person or entity in the purchase or sale of real property.

We reserve the right to access and use the Site, and any content and information therein, to the extent necessary to run the Site and make it available to you and others, to protect the Site, and to evaluate and improve the Site. With respect to any content or information that you enter into Site, if any, we acknowledge that we do not own that content or information and do not have the right to access that content or information except as set forth herein, and we may not disclose content or information that you enter into the Site to third parties except

as described in our [Privacy Notice](#), required to comply with a government subpoena, other compulsory government requests, or court order.

The layout, formatting, and features of and access privileges for the Site shall be as determined or specified by us in our sole discretion. We shall also have the sole right to modify, upgrade, and change the Site. We will not be liable if for any reason all or any part of the Site or its content is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, in our sole discretion. Sells Realty may terminate your access to and use of the Site, or any part of the Site, for any reason, with or without notice.

Third-Party Services

The Site contains links to third-party websites ("Third Party Sites"). Third-Party Sites may include:

- Independently owned and operated Sells Realty franchise offices;
- Independent Sells Realty sales associates affiliated with Sells Realty franchise offices; and
- Service providers who have a relationship with Sells Realty.

These Terms of Use and Sells Realty's Privacy Notice only apply when you are on the Site. Different terms, conditions, and privacy notices will apply when you access or use Third-Party Sites, so you should read the applicable terms of use and privacy notices before using Third-Party Sites or disclosing any personal information. When you access third-party resources on the internet, you do so at your own risk. Third-Party Sites are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Third-Party Site.

License Grant and Restrictions

Subject to your compliance with these Terms of Use, we hereby grant to you a limited, revocable, non-transferrable, non-exclusive and non-sublicensable license to use the Site. All rights to use the Site are granted on the condition that such rights are forfeited if you fail to comply with the Terms of Use. These Terms of Use provide only a license and not an assignment or sale. We transfer no ownership or intellectual property interest or title in and to the Site to you or anyone else. Further, we reserve all rights not expressly granted by these Terms of Use. Accordingly, you may not modify, translate, decompile, reverse engineer, create derivative work(s) of, copy, distribute, disassemble, broadcast, film, transmit, display, publish, remove, or alter any proprietary notices or labels, license, sublicense, permit use by any (other) person or entity, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Site. In addition, you shall not enter into any contractual relationship or other legally binding

obligation with any third party or person which shall have the purpose or effect of encumbering Sells Realty or the Site.

User Obligations

You agree to abide by all applicable local, state, national, and international laws and regulations regarding your use of the Site. By accessing or using the Site, you represent that you are at least eighteen (18) years of age (or the legal age of majority, whichever is greater). You also acknowledge and agree that use of the internet and the Site is solely at your own risk.

Intellectual Property Rights

The Site and its features and functionality (including but not limited to all software, displays, capabilities, and the design, selection, and arrangement thereof) are owned by Sells Realty, its licensors, or other providers of such features and functionality and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

If you modify the features and functionality or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately. No right, title, or interest in or to the Site is transferred to you, and all rights not expressly granted are reserved by Sells Realty. Any use of the Site 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

Sells Realty's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Sells Realty or its affiliates or licensors, which may be registered in the United States or other jurisdictions. You must not use such marks without the prior written permission of Sells Realty.

Copyright Complaints

Sells Realty's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). If you believe that your work has been copied in a way that constitutes copyright infringement, you may submit a notification pursuant to the DMCA by providing our DMCA Designated Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further information):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- 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 us to contact you, such as an address, telephone number, and e-mail address;

- A statement that you have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement and counter-notices should be sent to our DMCA Designated Agent either by email or regular mail, at the following addresses:

By email:

legal@sellsrealtygroup.com

By mail:

MYCOMPANYWORKS, INC
ATTN: Legal Department
Sells Realty Group, LLC
187 E Warm Springs Road
Las Vegas, NV 89119

Please include “Notice of Infringement” in the subject line for both email and postal mail notices. If a notice is incomplete, Sells Realty is under no obligation to act.

If Sells Realty removes or restricts access to content in response to a copyright complaint, Sells Realty will make a good faith effort to contact the alleged infringer with information concerning the removal or restriction of access, including a copy of the complaint. If the alleged infringer believes its content was removed in error, then pursuant to the DMCA, it can submit a counter-notification to Sells Realty requesting that the removed content be reinstated.

Sells Realty has a policy of terminating repeat infringers. If Sells Realty receives multiple copyright complaints pertaining to an alleged infringer, Sells Realty may terminate or restrict the alleged infringer’s access to the Site or take steps to limit or prohibit that person’s content from appearing on the Site.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- 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 and any laws relating to the protection of personal data of individuals).
- To impersonate or attempt to impersonate another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

- To contact Sells Realty offices or sales associates for purposes other than assisting you with your real estate needs, such as marketing products or services.
- To upload invalid data, worms, viruses, or other software agents to the Site.
- To use any software that intercepts, "mines," or otherwise collects information through or from the Site.
- To infringe upon the rights of others or to engage in activity that violates the privacy rights of others.
- To remove or modify any copyright or other intellectual property notices that appear in the Site.
- To access password-protected, secure, or non-public areas of the Site.
- To use the information provided by Company through the Site in making any loan-related decisions.
- To access or use the Site to develop competitive products or services.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Sells Realty or users of the Site, or expose them to liability.
- To create links from any website or webpage to any page within the Site, and you agree that if Sells Realty, in its sole and unfettered discretion, requests in writing that you remove any link or links to the Site, you will promptly do so.

Additionally, you agree not to:

- Circumvent any restrictions on access to or availability of the Site.
- Engage in activity that is harmful to you, the Site, or others.
- Infringe upon the rights of others or engage in activity that violates the privacy of others.
- Otherwise attempt to interfere with the proper working of the Site.

Disclaimer of Warranties

YOUR USE OF THE SITE AND ITS CONTENT IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SELLS REALTY NOR ANY PERSON ASSOCIATED WITH SELLS REALTY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER SELLS REALTY NOR ANYONE ASSOCIATED WITH SELLS REALTY REPRESENTS OR WARRANTS THAT THE SITE WILL OPERATE UNINTERRUPTED OR IN A MANNER THAT WILL MEET YOUR PARTICULAR REQUIREMENTS AND/OR NEEDS. TO THE FULLEST EXTENT PROVIDED BY LAW, SELLS REALTY 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. SELLS REALTY ALSO DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT, THE MATERIALS, THE ACCURACY OF THE INFORMATION, AND/OR THE QUALITY OF THE INFORMATION PROVIDED BY OR AVAILABLE THROUGH THE SITE.

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

Indemnification

You agree to indemnify and hold harmless Sells Realty, its members, directors, affiliates, officers, agents and employees, licensors, service providers, and all third parties that provide content, information or Site to the Site from and against any and all claims, suits, demands, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including but not limited to reasonable attorney fees and disbursements, court costs or arbitration costs, due to, arising out of, or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your contributions of content or information to the Site or any use of the Site's content other than as expressly authorized in these Terms of Use.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SELLS REALTY, ITS MEMBERS, DIRECTORS, AFFILIATES, OFFICERS, AGENTS AND EMPLOYEES, LICENSORS, SERVICE PROVIDERS, AND ALL THIRD PARTIES THAT PROVIDE CONTENT, INFORMATION OR SITE TO THE SITE 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 SITE, ANY APPLICATIONS LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER APPLICATIONS, 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Waiver and Severability

No waiver by Sells Realty of any term or condition set out 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 Sells Realty 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 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 Terms of Use will continue in full force and effect.

Governing Law

All matters relating to the Site 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 New York, excluding any principles or rules of law that may direct the application of the law of another state.

Arbitration and Waiver of Class Arbitration

Any dispute, controversy or claim arising out of, relating to or in connection with these Terms of Use, including the breach, termination or validity thereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one (1), and the place of arbitration shall be New York, New York, United States. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate.

The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Feedback

If you provide input or suggestions regarding the Site, including those related to Sells Realty (collectively the "Feedback"), you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to use the Feedback for any purpose and in any manner we, in our sole discretion, deems proper.

International Use

Sellsrealtygroup.com is intended for users located within the United States. Company makes no representation that Sellsrealtygroup.com is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.

Contact Information

The Site is operated by Sells Realty Group, LLC at 187 E Warm Springs Road Las Vegas, NV 89119.

If you have any feedback, comments, requests for technical support, and other communications relating to the Site, please email us at: info@sellsrealtygroup.com.

Any rights not expressly granted herein are reserved by Sells Realty Group, LLC.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and Sells Realty regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.