

TERMS OF USE

Welcome to our consumer application. If you continue to browse and use this consumer application, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this consumer application. If you disagree with any part of these terms and conditions, please do not use our consumer application.

1. The content of the pages of this consumer application is for your general information and use only. It is subject to change without notice.
2. This consumer application uses cookies to monitor browsing preferences.
3. Some of our consumer applications include registration forms that require users to give us contact information (like your name), unique identifiers (such as your email address), and demographic information (like your Zip code). Customer contact information is shared among our family of consumer applications and affiliates so that, when possible, you can enjoy member benefits without having to register more than once.
4. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this consumer application for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
5. Your use of any information or materials on this consumer application is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this consumer application meet your specific requirements.
6. This consumer application contains material which is owned by or licensed to us. This "material" includes, but is not limited to, the design, layout, look, appearance, content and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
7. All trademarks reproduced in this consumer application, which are not the property of, or licensed to, the operator, are acknowledged on the consumer application.
8. Unauthorized use of this consumer application may give rise to a claim for damages and/or be a criminal offense.
9. From time to time this consumer application may also include links to other consumer applications or posts from other users. These links and posts are provided for your convenience to provide further information. They do not signify that we endorse the consumer application(s) or the post. We have no responsibility for the content of the linked consumer application(s) or posts of other users except as expressly stated herein. We reserve the right to add, modify, remove all material of the consumer application in its sole and absolute discretion including, without limitation, links and posts.

Disclaimer

The information contained in this consumer application is for general information purposes only. While we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability

or availability with respect to the consumer application or the information, products, services, or related graphics contained on the consumer application for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profit, arising out of, or in connection with, the use of this consumer application.

Through this consumer application you are able to link to other consumer applications which are not under our control. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the consumer application up and running smoothly. However, we take no responsibility for, and will not be liable for, the consumer application being temporarily unavailable due to technical issues beyond our control.

Copyright Notice

This consumer application and its content is copyright of Berkshire Hathaway HomeServices Real Estate Professionals. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- You may print or download to a local hard disk extracts for your personal and non-commercial use only;
- You may copy the content to individual third parties for their personal use, but only if you acknowledge the consumer application as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other consumer application or other form of electronic retrieval system.

DMCA Notice

In accordance with Digital Millennium Copyright Act (DMCA) provisions that are applicable to Internet Service Providers (17 U.S.C. § 512), Berkshire Hathaway HomeServices Real Estate Professionals takes the ownership of content very seriously, and has strict policy to protect ownership of content displayed on this site, or any Berkshire Hathaway HomeServices Real Estate Professionals hosted subdomain, subdirectory, mega tag or the like. If you believe that your work and/or intellectual property has been posted on this site in a manner that infringes upon your copyright,

- An electronic or physical signature of the person authorized to act on the behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A direct link to, or a full description of location of the infringing material upon this site, or a hosted subdomain;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Please ensure that you are the lawful copyright owner or have right to the copyright under the requirements of the DMCA prior to sending notice to Berkshire Hathaway HomeServices Real Estate Professionals. To contact Berkshire Hathaway HomeServices Real Estate Professionals regarding these

Legal Department

HomeServices of America, Inc.

o/b/o Berkshire Hathaway HomeServices Real Estate Professionals

7500 Flying Cloud Drive, Suite 300

Eden Prairie, MN 55344

Phone: 888-485-0018