



## HOME VALUE<sup>®</sup>

---

### REAL ESTATE

---

Welcome to the User Agreement for Home Value Real Estate. This agreement describes the terms on which you may access and use our services. In order to become a Home Value Real Estate user, you must read and accept all of the terms and conditions of this agreement and the Privacy Policy. If you do not agree to be bound by the terms, you may not use or access our services. We reserve the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this website. Your continued use of the Home Value Real Estate service indicates your acceptance of the amended User Agreement.

#### **Description of Service**

Home Value Real Estate is an online service offered to enable mortgage professionals and consumers to order appraisals for any home or building across the nation. Members will have access to order through our network of state certified appraisers.

#### **Membership Eligibility**

Home Value Real Estate Service is not available to minors under the age of 18 or to any users suspended or removed from the system by Home Value Real Estate for any reason. Users may not have more than one active account. Additionally, users are prohibited from selling, trading, or otherwise transferring your Home Value Real Estate account to another party. If you do not qualify, you may not use Home Value Real Estate Service.

#### **Use of Service**

Your use of Home Value Real Estate Service is governed by this User Agreement. Home Value Real Estate may refuse service without prior notice to any user for any reason. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your account privileges may be suspended temporarily or terminated. You agree to immediately notify Home Value Real Estate of any unauthorized use of your password or account or any other breach of security. Home Value Real Estate cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

#### **Termination**

You agree that Home Value Real Estate may, with or without cause, immediately terminate your Home Value Real Estate account and access to the Home Value Real Estate Service without prior notice. Without limiting the foregoing, the following will lead to a termination by Home Value Real Estate of a user's use of the Home Value Real Estate Service (a) breaches or violations of this User Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) unexpected technical issues or problems, and (e) extended periods of inactivity. Termination of your Home Value Real Estate account includes (a) removal of access to all offerings within the Home Value Real Estate Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of Home Value Real Estate Service. Further, you agree that all terminations shall be made in Home Value Real Estate's sole discretion and that Home Value Real Estate shall not be liable to you or any third-party for any termination of your account or access to the Home Value Real Estate Service.

#### **User Conduct**

You understand and agree not to use Home Value Real Estate to:

- Post content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
- Use Home Value Real Estate Service for any illegal purpose, including but not limited to conspiring to violate laws.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Collect or store personal data about other users, including but not limited to information about another user's work experience, skills, or reputation information or metadata such as the number or identity of contacts in another user's Home Value Real



## HOME VALUE<sup>®</sup>

---

### REAL ESTATE

---

Estate network.

- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation. This prohibition includes but is not limited to a) Using Home Value Real Estate invitations to send messages to people who don’t know you or who are unlikely to recognize you as a known contact; b) Using Home Value Real Estate to connect to people who don’t know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through Home Value Real Estate Service.
- Interfere with or disrupt the Home Value Real Estate Service or servers or networks connected to Home Value Real Estate Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Home Value Real Estate Service.

#### **Information Provided on this Website**

In the course of using the Home Value Real Estate Service, users may provide information about themselves which may be visible to employees of Home Value Real Estate. You understand that by posting materials on Home Value Real Estate website or otherwise providing materials to Home Value Real Estate, you are granting Home Value Real Estate, LLC a royalty-free, perpetual, irrevocable license to use this information in the course of offering the Home Value Real Estate service. Furthermore, you understand that Home Value Real Estate retains the right to reformat, excerpt, or translate any materials submitted by you. You understand that all information publicly posted or privately transmitted through the Home Value Real Estate Service is the sole responsibility of the person from which such content originated and that Home Value Real Estate will not be liable for any errors or omissions in any content. You understand that Home Value Real Estate cannot guarantee the identity of any other users with whom you may interact in the course of using the Home Value Real Estate Service. Additionally, we cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.

#### **Access to Service**

Use of manual or automated software, devices, or other processes to “crawl” or “spider” any web pages contained in the Home Value Real Estate website is strictly prohibited. You agree not to monitor or copy, or allow others to monitor or copy, our web pages or the content included herein. You also agree not to “frame” or otherwise simulate the appearance or function of this website. Furthermore, you agree not to take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses.

#### **Home Value Real Estate Communications**

In the course of providing you services, Home Value Real Estate may need to communicate with you via email. You agree to receive emails which are specific to your account and necessary for the normal functioning of Home Value Real Estate Service. You also agree to have your name and/or email address listed in the header of certain communications which you initiate through Home Value Real Estate Service.

#### **Monitoring and Enforcement**

While we have the right to monitor activity and content associated with Home Value Real Estate Service, we are not obligated to do so. And since we do not, and may not have the ability to, control or actively monitor content we don’t guarantee its accuracy, integrity or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our website, you may be exposed to content that you find offensive or objectionable. You can contact our office to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or subscriptions. However, because situations and interpretations vary, we also reserve the right not to



## HOME VALUE<sup>®</sup>

---

### REAL ESTATE

---

take any action. Please remember that you can always choose to refrain from using any part of Home Value Real Estate Service that may expose you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the website.

#### **Fees**

Signing up for a Home Value Real Estate account is free. Users will only pay when ordering an appraisal. Users are not bound to any contract other than any orders they have placed. Home Value Real Estate Services are free to all users. Home Value Real Estate reserves the rights to charge for Home Value Real Estate Service or any portion thereof, modify the pricing of, add to, or discontinue the Home Value Real Estate Service or any portion thereof without prior notice.

#### **Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT HOME VALUE REAL ESTATE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT HOME VALUE REAL ESTATE DOES NOT ASSUME ANY RESPONSIBILITY FOR PROMPT OR PROPER DELIVERY, OR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. HOME VALUE REAL ESTATE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR EXISTENCE OF ANY COMMUNICATIONS BETWEEN USERS. HOME VALUE REAL ESTATE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HOME VALUE REAL ESTATE MAKES NO WARRANTY THAT (i) HOME VALUE REAL ESTATE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) HOME VALUE REAL ESTATE SERVICE WILL BE UNINTERRUPTED, HOME VALUE REAL ESTATE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE HOME VALUE REAL ESTATE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF HOME VALUE REAL ESTATE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOME VALUE REAL ESTATE OR THROUGH OR FROM HOME VALUE REAL ESTATE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS USER AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **Entire Agreement**

The User Agreement constitutes the entire agreement between you and Home Value Real Estate and governs your use of Home Value Real Estate Service, superseding any prior agreements between you and for Home Value Real Estate.

#### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HOME VALUE REAL ESTATE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HOME VALUE REAL ESTATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL HOME VALUE REAL ESTATE'S TOTAL CUMULATIVE DAMAGES EXCEED US\$ 100.

**Governing Law** The User Agreement between you and Home Value Real Estate, LLC will be governed by and construed in accordance with the laws of the State Minnesota without regard to conflict of laws principles.

#### **General Information**

Home Value Real Estate, the Home Value Real Estate logo, and other Home Value Real Estate logos and names are trademarks of Home Value Real Estate, LLC. You agree not to display or use these trademarks in any manner without Home Value Real Estate's prior, written permission. The section titles of this User Agreement are displayed for convenience only and have no legal effect. Please send any questions or comments, or report violations of the User Agreement to: [info@homevaluerealestate.biz](mailto:info@homevaluerealestate.biz).