

The following Terms of Use ("Terms") govern your use of the Xome website and mobile applications ("Sites"), content, products and services ("Services") of Xome Inc. and its affiliates ("Xome") on behalf of the brokerage ("Broker") that are made available in the United States and its territories and possessions.

READ THESE TERMS CAREFULLY BEFORE USING OR ACCESSING OUR SERVICES.

By accessing, downloading, installing, running or using any of these Services, you agree to be bound by these Terms, as updated from time to time. If you do not agree to our Terms, you should not access or otherwise use the Services. Any continued use of our Services after changes or updates have been made to these Terms constitutes your acceptance of such changes. The terms "you" shall refer to you the user, and the terms "we," "us," or "our" shall refer to Broker and/or Xome. The following conditions apply:

1. **License.** For as long as you remain compliant with all Terms as set forth herein, Xome grants you a limited, non-exclusive, non-transferrable, revocable license to access and use our Sites on any personal device that you own or control. This license also permits you to access and use any content, information, or related materials that are made available as a part of our Services. Any rights not expressly granted herein are reserved by Xome and Broker. This license does not permit you to rent, lease, lend, sell, redistribute or sublicense our Sites and Services.
2. **Users.** In order to use our Sites and Services, you must have reached the age of majority and be a resident of the United States. Anyone under the age of 13 is prohibited from using our Services.
3. **Site Content and Materials.** The information maintained on the Sites is intended to provide users with information about Xome's products and services and is subject to change without notice. Not all of the Services described in the Sites are available in all geographic areas. No solicitation is made to any person utilizing our Services to use any information, materials, products or services in any jurisdiction where the provision of such information, materials, products or services is prohibited by law.
4. **No Agency Relationship.** These Terms do not create an agency relationship and do not impose a financial obligation on you or create any representation agreement between you and the referenced Broker.
5. **Data Use.** All data and information obtained from our Sites is intended only for your personal, non-commercial use, and shall be used for no other purpose.
6. **Interest to Purchase.** You have a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the Sites.
7. **User Name and Password.** To receive access to certain information or Services and be permitted to search and view certain data or information from the Multiple Listing Service ("MLS") database via the Sites, you must register and establish a user name and a password, the combination of which must be different from those of all other registrants of Xome's Services ("Account"). Additionally, you must maintain the security of the user name and password at all times, notify Xome in the event your user name or password is lost or stolen at any time, and agree to accept responsibility for all activities that occur under your Account. If you open an Account you will be considered a "Customer". Your Account is not transferrable and use is limited to one household per Account.
8. **Valid E-mail Address.** If you opt to register as a user on the Sites, you must provide a valid email address as part of your registration. You may be permitted to access certain portions of the Sites only after we have verified that the email address you provided is valid and your agreement to these Terms is confirmed.
9. **Access Management.** We must at all times maintain a record of the name, telephone number and email address supplied by you, and the user name and current password of each registrant. Such records will be kept and maintained for not less than 180 days after the expiration of the validity of your password or otherwise.
10. **Security Breach.** If the MLS or Xome has reason to believe that the Sites, as defined herein, have been subject to a breach in the security of the data or a violation of MLS rules related to use by one or more registrants, we shall be required, upon request, to provide to the MLS a copy of the record of the name, email address, telephone number, user name, current password, and audit trail, if required, of any registrant identified by the MLS to be suspected of involvement in the violation.
11. **Data Validation.** Information on the Sites is deemed to be valid and reliable, but is not guaranteed. It is your sole responsibility to independently confirm and verify all information upon which you may rely or use from the Sites. We do not review or approve listing enhancements.
12. **Financial Obligation/Agency Relationship.** Any agreement entered into at any time between you and the Broker or Xome that imposes a financial obligation on you or creates an agency representation of you by the Broker or Xome must be established and agreed upon separately from these Terms, must be prominently labeled and may not be accepted or entered into by you solely by mouse click, "click" agreement or any other form of non-signature method. The foregoing

notwithstanding, you may enter into an agreement with Xome or the Broker using specific technology and software specially designed to comply with the Electronic Signatures in Global and National Commerce Act which permits you to create legally binding agreements through the use of electronic documents and signatures.

13. **Public Comments.** To the extent that you post public comments through our Services, you shall act appropriately and will not submit posts which are obscene, false, misleading, not in good taste, violations of Fair Housing or other laws, or which may constitute harassment of any kind. We reserve the sole right to remove any comments deemed to be inappropriate and reserve the right to immediately terminate your access to our Services.
14. **Data Availability.** Property listing data may be available from us through other means, and, in certain instances, may include additional property listing data where a seller has opted not to display its respective property through our Services.
15. **Comment Tool.** The ability to write comments or reviews as to particular listings or the display of comments through a hyperlink, as well as the display of an automated estimate of market value of any listing, may be removed from the Sites, if applicable. However, we may opt to provide an automated estimate of market value of any property, as derived from non-MLS data sources, which we retain the right to display as a part of our Services and outside of property listings.
16. **Inaccurate Data.** In the event you find any property listing data or information from, through or as a part of our Services to be inaccurate or incomplete, you shall notify the Broker or the Xome Concierge identified on or within our Services.
17. **Additional MLS Terms/Disclosures.** Additional terms and/or disclosures may apply to your use of our Services in accordance with each respective MLS' rules. Based on the geographical scope of your search, such applicable MLS terms and/or disclosures will be displayed or viewable via the listing pages accessed on our Sites and are incorporated herein by reference. Residents of [Colorado](#), [Kansas](#), [Minnesota](#), [Missouri](#), [North Carolina](#), [South Carolina](#), [Rhode Island](#) and [Texas](#) are subject to additional disclosures. To the extent that the Terms of Use or End User License Agreement of any individual MLS conflicts with these Terms of Use stated herein, the Terms of Use of Xome will control.
18. **Technological Issues.** The Sites may, from time to time, not operate as intended, at normal speed, with full functionality, or at all. In our sole discretion, the Sites and our Services may cease to operate for any amount of time, and limitations upon the functionality or use of such Sites and Services by the end user may result. Any decision to cease the activity of any one or all of our Services is solely at our discretion.
19. **No Unlawful or Prohibited Use.** As a condition of your use of our Services, you represent and warrant to us that you will not use our Services for any purpose that is unlawful or prohibited by the applicable terms, conditions, and notices. You may not use our Services in any manner that could damage, disable, overburden, compromise or impair our Services or interfere with any other party's use and enjoyment of our Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through our Services.
20. **Site Administration/Submissions.** We do not claim ownership of the materials you provide to us (including feedback and suggestions) or post, upload, input, or submit to the Sites (collectively "Submissions"). However, you hereby grant us (including, without limitation, our affiliates and necessary sublicensees) an irrevocable, perpetual, royalty-free, worldwide license to use all information you provide via posting, uploading, inputting, providing, or submitting your Submissions, in connection with the operation of our businesses, including, without limitation, the rights to: (a) copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submissions; (b) sublicense these rights in accordance with applicable law; and (c) provide the same to the relevant MLS, to administer and operate the Sites, and to investigate any breach of security of the property listing data or applicable MLS rules.
21. **Linked Sites & Third Party Tools/Products.** Links to websites, other than to our Sites, and/or the offering of third party products or tools are provided solely as suggested guidance toward information on topics that may be useful to users of our Sites and Services, and we have no control over, and expressly disclaim the endorsement of, the content on such websites or such tools or products. If you choose to link to a website or utilize a tool or product not controlled by us, we make no warranties, either express or implied, concerning the content of such site, tools or products, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such tools, products, website(s) or content are free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the Internet. Links to other websites do not imply, and we expressly disclaim, any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such websites, or any representation regarding the content at such websites.

22. **Intellectual Property.**

- a. Aside from the property listing data provided to us by way of the respective MLS, Xome, its affiliates, successors and assigns, as the developer and host of our Sites, owns or licenses all other intellectual property rights related to our Sites, including the look and feel of our Sites and all underlying software, as updated and modified from time to time. You may not download and/or save a copy of any of the screens except as otherwise provided in these Terms. Except for the limited license granted herein, neither the Broker nor Xome grants any license or other authorization to the respective trademarks, service marks, copyrightable material, trade secrets or other intellectual property by placing or displaying them on or through our Sites.
- b. You shall (i) never remove or destroy any copyright or other proprietary marking placed upon, contained with, or used in connection with our Services; (ii) never create or authorize new versions, modifications, enhancements or derivative works to, nor translate, reverse engineer, de-compile, disassemble or attempt to derive the source code of, the Sites and/or any of our Services or any portion thereof.
- c. You shall not copy, screen scrape, redistribute or retransmit any of the data or information provided, except you may use the property listing data in connection with your purchase, sale, or lease of an individual property.
- d. The subject real estate board, association, or MLS possesses all ownership, rights, licenses and intellectual property rights, including the copyright, in the MLS database compilation, and no rights are granted to you by virtue of registering to use our Services, except as expressly stated in these Terms.

23. **Privacy.** Please review the **Privacy Notice**. The Privacy Notice governs your use of our Services and explains our practices.

24. **Electronic Communications.** When you use our Services, you are communicating with us electronically. You expressly consent and opt in to receive communications from us electronically. We will communicate with you by e-mail, instant messaging, or other electronic means. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

25. **Applicable Law.** By using our Services, you agree that applicable federal law and the laws of the State of Texas, without regard to its principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and us. You agree that venue for any disputes shall be located exclusively in Denton County, Texas and expressly waive any right to claim that such forum is inconvenient.

26. **Non-Waiver.** Our failure to exercise or enforce any provision or right set forth in these Terms does not constitute a waiver of that right or provision.

27. **Assignment.** Xome may assign these Terms, in whole or in part, at any time with or without notice to you.

28. **Disclaimer of Warranties.** THE INFORMATION CONTAINED WITHIN OUR SERVICES, INCLUDING WITHOUT LIMITATION ALL TEXT, GRAPHICS, LINKS, TOOLS OR OTHER ITEMS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. WE DISCLAIM ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE WITH RESPECT TO THE OPERATION, QUALITY, ACCURACY, SECURITY, COMPLETENESS, TIMELINESS, FUNCTIONALITY OR TITLE TO CONTENT PROVIDED OR DISPLAYED, INCLUDING THE PROPERTY LISTING DATA. ACCESS TO OUR SERVICES AT ANY TIME MAY BE INTERRUPTED, RESTRICTED OR DELAYED FOR REASONS BEYOND OUR CONTROL. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH OUR SERVICES, AND THEIR ATTENDANT INFORMATION AND MATERIALS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL RESPONSIBILITY FOR ANY CLAIMS, DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, FINANCIAL LOSS, DAMAGES FOR BUSINESS LOSS, LOSS OF PROFITS OR OTHER CONSEQUENTIAL LOSSES) ARISING IN CONTRACT, TORT OR OTHERWISE FROM THE USE OF OR INABILITY TO USE OUR SERVICES OR FROM ANY ACTION TAKEN AS A RESULT OF USING OUR SERVICES, INCLUDING THE PROPERTY LISTING DATA. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY XOME, ITS EMPLOYEES, AFFILIATES, LICENSORS, SERVICES VENDORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

29. **Limitation of Liability.** IN NO EVENT WILL XOME, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES

(WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) TO THE USER AND/OR ANY THIRD PARTY, ARISING IN CONNECTION WITH OUR SERVICES OR USE HEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL WE, OUR EMPLOYEES, LICENSORS, SERVICES VENDORS OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OF USE OR YOUR USE OR INABILITY TO USE OUR SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS PARAGRAPH IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY SET FORTH BELOW AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, OR YOU HAVE ANY DISPUTE OR CLAIM AGAINST US, OUR EMPLOYEES, LICENSORS, SERVICES VENDORS OR AGENTS WITH RESPECT TO THESE TERMS, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO IMMEDIATELY DISCONTINUE USING OUR SERVICES.

30. **Copyright Infringement.** We respect the intellectual property rights of others, and expect you as a registrant to do the same. To the extent anyone believes that his/her work has been reproduced in the property listing data within or as a part of any of our Services in a way that constitutes copyright infringement he/she may notify our agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:
- a. A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
  - b. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - c. 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;
  - d. Information reasonably sufficient to permit Xome, on behalf of itself and the Broker, to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
  - e. 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; and
  - f. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of copyright infringement should be sent as follows:

Xome Inc.

750 Highway 121 BYP, Suite 100

Lewisville, Texas 75067

Attn: Copyright Agent

Phone: (800) 758-8052 E-mail: [Copyright.Agent@xome.com](mailto:Copyright.Agent@xome.com)

If you give notice of copyright infringement by text or e-mail alone, the copyright agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. Based on our findings, as the result of any claim or allegation of copyright infringement, we reserve the sole right and discretion to remove content from our Services, and immediately terminate any use of our Services with regard to anyone who repeatedly engages in copyright infringement.

31. **Marketing Consent – Real Estate Agents, Lenders or Other.** For purposes of communicating with you and providing you with information and notices about your Account or our Services (such as information about homes you might be interested in), you hereby expressly consent that Xome, its affiliates and employees, and the Broker may communicate with you through the contact information associated with your Account, including, without limitation, your email, mobile number, telephone, or mailing address. You may adjust your Account settings both on your mobile device, as well as your browser, to control what kind of messages you receive from us; however, some features and the Services offered may not function correctly based on a change in your settings. You are solely responsible for your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about our Services. If you elect to request assistance from a real estate agent provided through our broker network, whether to buy, sell or lease a property, or otherwise, you expressly authorize us to provide your personal information to the real estate agent selected to assist you and for such person to contact you, and for the real estate agent to share information with Xome, and its affiliates, and their agents. Similarly, if you elect to seek pre-approval from a lender, you expressly authorize us to provide your personal information to the lender and for such lender to contact you. Any loan or other business you may conduct with a lender is between you and the lender. Any calls that you make through our Xome Concierge service may be recorded or monitored for quality assurance purposes. By making such a call you hereby consent to the recording and monitoring of each call.
32. **Special Programs or Incentives.** From time to time we may offer special programs or incentives to you in connection with the purchase and sale of real estate and related Services. Such offers may be subject to additional state and/or federal law requirements, as well as additional terms and conditions, which will be disclosed in connection with the program or incentive offered. In the event of a conflict between these Terms and the additional terms and conditions, the additional terms and conditions shall prevail solely as it pertains to the conflicting provision. Both our preselected providers and we may unilaterally modify or terminate such programs and incentives at any time.
33. **Indemnification.** You agree to defend, indemnify and hold harmless Xome and the Broker, including the respective affiliates, officers, directors, employees and agents of both Xome and the Broker, against any and all claims, losses, damages, liability, costs and expenses (including but not limited to reasonable attorneys' fees) arising from (a) your use of our Services, including the property listing data; (b) violation of these Terms; or (c) violation of any law or third-party's rights, (including, without limitation, infringement of any copyright trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with us and/or registration for our Services.
34. **Compliance.** If you are an authorized MLS participant or MLS representative, you are authorized to access our Services to verify compliance with the applicable MLS rules, as specified in the MLS rules.
35. **Headings.** Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such action.
36. **Complete Agreement.** These Terms constitute the final, complete, and exclusive statement of the terms between the parties that pertain to the subject matter found herein, and these Terms supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into these Terms by, nor is any party relying on any representation or warranty independent of those expressly set forth in these Terms. No direct benefit is intended to be conferred by these Terms on any person not a party hereto and any benefit which may be actually conferred is purely incidental.
37. **Modification of Terms.** We reserve the right to modify these Terms and its policies at any time without advance notice to you. Any modification of these Terms or any related policy is effective once displayed or published on or within our Services. You are responsible for regularly reviewing these documents. Continued use of our Services after any such changes shall constitute your consent to such changes. We do not and will not assume any obligation to notify you of any changes to this Terms.
38. **Registration.** For purposes of receiving additional or enhanced Services, including complete real estate listings, you are required by both us and the respective MLS rules to agree to these Terms and any other additional terms incorporated by reference herein. You are only authorized to use our Services as a registrant and authorized to view the restricted property listing data if you have agreed to abide and be bound by all applicable laws and to these Terms.
39. **Effective Date.** These Terms are effective 3.31.17

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## Supplemental to Terms of Use - ForSaleByOwner.com and Additional Xome Services

The following terms supplement the above Terms as it pertains to the Services provided to you (i.e. a “Seller”) by or on behalf of Xome by way of [www.forsalebyowner.com](http://www.forsalebyowner.com), including ForSaleByOwner.com Referral Services LLC (“FSBO Site”) and the specified retail auction and real estate listing Services available and provided to you through our Sites. Capitalized terms not defined herein shall have the meaning ascribed to them in the Terms above.

**1. Site Access and Registration.** When operating through the FSBO Site you will have to open an account (“Account”) to list your home for sale through the FSBO Site, which thereby enables you to leverage our Services. The term “Account” shall have the same meaning as to both the FSBO Site and our Sites, and Section 7 of the Terms shall govern.

**2. Payment of Fees/Account Information.** Whether in connection with the FSBO Site and/or our Sites, you agree to pay all fees and any other charges incurred in connection with the applicable user name and password (including any applicable taxes) at the rates in effect when the charges were incurred. We may bill charges automatically to your credit card. All fees will be billed at the time you register (or as soon thereafter as fees or charges are incurred) and may be nonrefundable, subject to our refund terms set forth in Section 8 below. As a Customer, you agree to provide us accurate and complete information, and to maintain it so that it is accurate and complete at all times. If any information you provide is inaccurate or incomplete, or if we reasonably believe so, we may suspend or terminate your access to and use of the Services.

**3. Listing Your Home.** If you opt to select any of the Xome provided Services offered through the FSBO Site and/or our Sites you attest that you are over 18 years of age or otherwise are of legal age to form a binding contract.

**4. Our Services and Your Responsibilities.** All Services offered by Xome through the FSBO Site and/or its Sites are subject to availability and prices may vary.

**5. Super Seller.** **Cost:** One-time fee. **Term:** As agreed upon in the executed listing agreement and Auction Marketing Agreement. In selecting this Service, you will be referred to a member of the Xome agent network (“Xome Agent Network”), at which time you will be required to enter into a formal listing agreement, as well as an Auction Marketing Agreement, which will define the terms and conditions applicable to the auction process provided by and through Xome. As part of the marketing of your property for auction, whether you selected our Services through the FSBO Site or our Sites, your listing will be: (i) a featured listing on the FSBO Site, if applicable, (ii) listed in the local multiple listing service (“MLS”), where permissible, and (iii) may be syndicated out to other national real estate search portals, which may vary based on local MLS rules and regulations. If applicable, meaning should you list your property utilizing our Services available through the FSBO Site, your listing on the FSBO Site and your MLS listing are managed separately. Additionally, your agent, as a member of the Xome Agent Network, will coordinate and assist with all photography, videography, pricing guidance, listing descriptions, professional signage, a lock box, market analysis, MLS listing, open house coordination and hosting, placement on Xome’s Offer Marketplace (i.e., auction platform), and negotiation of offers until your home is sold.

You are responsible for reviewing, understanding and correctly completing all paperwork and complying with any terms and conditions of all agreements necessary and applicable to your local MLS prior to your listing becoming viewable in your local MLS. You must comply with all requests from your listing broker/agent.

The terms of any agreement between you and any real estate broker/agent are not endorsed, recommended or otherwise known by Xome and do not change, alter or modify any of the terms agreed to between you and Xome. You should carefully review and approve all MLS property listing details and information prior to publication.

Unless otherwise agreed in the underlying purchase and sale agreement, you understand that under this particular Service, any winning bidder, in order to complete the purchase of the subject property, will be required to pay a real estate commission, which will be subject to the payment of a referral fee at closing to

Xome, and, when utilizing our Services through the FSBO Site, ForSaleByOwner.com Referral Services, LLC. Further, the transaction may require an additional split of the real estate commission with a buyer's agent commission if the buyer is represented by a broker/agent. Neither the Service nor these Terms are a solicitation for a listing broker if your property is already listed with a broker.

**6. Premium Agent.** Cost: One-time real estate commission paid at closing. Term: As agreed upon in the listing agreement executed with real estate agent. In selecting this Service, whether through the FSBO Site or our Sites, you will be referred to a member of the Xome Agent Network, at which time you will be required to enter into a formal listing agreement. As part of the marketing of your property, whether you selected our Services through the FSBO Site or our Sites, your listing will be: (i) a featured listing on the FSBO Site, if applicable, (ii) listed in the local MLS, and (iii) may be syndicated out to other national real estate search portals, which may vary based on local MLS rules and regulations. If applicable, meaning should you list your property utilizing our Services available through the FSBO Site, your listing on the FSBO Site and your MLS listing are managed separately. Additionally, your agent, as a member of the Xome Agent Network, will coordinate and assist with all photography, videography, pricing guidance, listing descriptions, professional signage, a lock box, market analysis, MLS listing, open house coordination and hosting, and negotiation of offers until your home is sold.

You are responsible for reviewing, understanding and correctly completing all paperwork and complying with any terms and conditions of all agreements necessary and applicable to your local MLS prior to your listing becoming viewable in your local MLS. You must comply with all requests from your listing broker/agent.

Except as otherwise agreed upon and negotiated with your agent, at closing you agree to pay your real estate broker/agent who listed your property a closing fee in the form of a commission up to 1.99% of the sales price, subject to an additional buyer's agent commission if the buyer worked with a broker/agent. You understand that under this particular Service, in order to complete the purchase of the subject property, your real estate broker/agent will be required to pay a real estate referral fee at closing to Xome, and, when utilizing our Services through the FSBO Site, ForSaleByOwner.com Referral Services, LLC. The subject referral fee will be deducted from your real estate broker/agent's real estate commission. Please refer to your MLS listing agreement for exact percentages to be paid at closing.

The terms of any agreement between you and any real estate broker/agent are not endorsed, recommended or otherwise known by Xome and do not change, alter or modify any of the terms agreed to between you and Xome. You should carefully review and approve all MLS property listing details and information prior to publication.

**7. Purchase Pro.** Cost: One-time real estate commission paid by seller at closing. Term: As agreed upon in the buyer-broker agreement executed with real estate agent. In selecting this Service, you will be referred to a member of the Xome Agent Network, at which time you will be required to enter into a formal buyer-broker agreement, which will define the terms and conditions applicable to the buyer's real estate broker/agent representation. Your agent, as a member of the Xome Agent Network, will coordinate and assist with all property searches, showings, and negotiation of offers during the term of your buyer-broker agreement.

You are responsible for reviewing, understanding and correctly completing all paperwork and complying with any terms and conditions of all agreements necessary and applicable to your buyer-broker representation, including, complying with all requests from your buyer's broker/agent.

Except as otherwise agreed upon and negotiated with your agent, and subject to the seller's approval and agreement, at closing your real estate broker/agent shall receive a fee in the form of a real estate commission calculated from the overall, available real estate commission. You understand that under this particular Service, and in order to complete the purchase of the subject property, your real estate broker/agent will be required to pay a real estate referral fee to Xome at closing, which will be deducted from your real estate broker/agent's real estate commission. Subject to Section 32 of the Terms above, you may be eligible for a rebate from Xome's portion of the real estate referral that it receives from your broker/agent. See the Purchase Pro product details, specifically the Incentives Disclosure, found on [www.forsalebyowner.com](http://www.forsalebyowner.com) for further details.

The terms of any agreement between you and any real estate broker/agent are not endorsed, recommended or otherwise known by Xome and do not change, alter or modify any of the terms agreed to between you and Xome. You should carefully review and approve all MLS property listing details and information prior to publication.

**8. Payments, Cancellation and Refund of Super Seller Package.** The Super Seller package must be paid for with a credit card. If you notify us of a cancellation within 24 hours of a purchase of the Super Seller

Package, which is solely your responsibility, we will void, reverse, or credit the charges. You can cancel your purchase (i) by e-mail to [XomeConcierge@xome.com](mailto:XomeConcierge@xome.com) or (ii) by phone at 1-844-354-9111. Your listing will not have been canceled until you receive a confirmation from us, either via email or telephone. Cancellation of your purchase is independent of changes to property information, cancellation or removal of your home from the subject MLS listing and any payments or penalties due pursuant any listing agreement entered into with your broker/agent, which is contracted separately between you and an independent real estate agent/broker. *Refunds are NOT available more than 24 hours after purchase.*

Notwithstanding the foregoing, we will not provide refunds on the grounds of a temporary service failure. You will not receive any refund for temporary technical problems with the MLS listing, FSBO Site (including without limitation not being able to log in to your account or not being able to upload photos), our Sites, or national search portal that causes your property listing to be removed, changed or unavailable for display. You are not entitled to any refund based on a failure to view your property listing that is due to your or a buyer's computer's or browser's failure to meet minimum browser and operating system requirements of any website where such MLS listing may be available.

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## **Regional MLS of Minnesota/Northstar MLS End User License Agreement (EULA)**

**The following terms and conditions govern all access to and use of this site. You accept, without limitation or alteration, all the terms and conditions contained herein. THIS AGREEMENT IS A BINDING CONTRACT AND INCLUDES TERMS THAT LIMIT YOUR LEGAL RIGHTS AND LICENSORS' LIABILITY TO YOU. CONSULT YOUR ATTORNEY BEFORE AGREEING IF YOU DO NOT UNDERSTAND ANY OF THE TERMS HERE.**

### **End-User License Agreement**

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