



TERMS AND CONDITIONS

The following terms and conditions (the "Agreement") are a legal agreement between you and REALHome Services and Solutions, Inc. ("RHSS", "us", "our" or "we"). This Agreement governs your use of the REALHome™ website (www.rhss.com) (the "Site").

This Agreement includes a class action waiver, a disclaimer of warranties, a disclaimer of liability, as well as a release and indemnification by you. Your consent to be contacted using an automatic telephone dialing system, and how to revoke such consent, is detailed below in Section 8.

REALHome Services and Solutions, Inc. is a real estate brokerage licensed to do business in the District of Columbia and all 50 states except Connecticut. REALHome Services and Solutions, Inc. has registrations to do business under the name "Owners.com" in several states including CA, FL, GA, IL, MA, OH and TX. REALHome Services and Solutions - CT, Inc. d/b/a Owners.com is a real estate brokerage licensed to do business in Connecticut. A list of our licenses is available [here](#).

By accessing or using this Site in any way, including, without limitation, viewing or downloading any Content (as defined below), or merely browsing the Site, you hereby agree to comply with the Agreement, and such access or use constitutes your binding acceptance of the Agreement, including any modifications that we make from time to time (which we may make in our sole discretion). It is solely your obligation to check the Site for an updated version of the Agreement each time you visit or otherwise use the Site. If you object to any such changes, your sole recourse will be to stop using the Site. Continued use of the Site following any such changes will constitute your acceptance and acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes, without limitation or qualification.

DEFINED TERMS

As used in this Agreement or on the Site, the terms below have the following meanings:

"Agreement" has the meaning assigned to such term in the preamble hereof.

"RHSS", "us", "our" or "we" has the meaning assigned to such term in the preamble hereof.

"Content" means any and all information, documents, communications, files, text, graphics, material, content, software and products available through the Site, for the purpose of transacting with RHSS or learning about the services.

"Marketing Communication" has the meaning assigned to such term in section 1(b) hereof.

"Marks" has the meaning assigned to such term in section 9(i) hereof.

"Permitted Use" has the meaning assigned to such term in section 1(a) hereof.

"Site" has the meaning assigned to such term in the preamble hereof.



1. Your Access and Contents

- (a) Use of the Site. You shall use and access the Site solely for your personal, non-commercial and informational use (the “Permitted Use”).
- (b) Grant of Limited Access. Subject to the terms of this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access, view and use the Site solely for the Permitted Use.
- (c) Proprietary Property. The Site and Contents (including the selection, arrangement and composition of such Contents or any information contained therein) constitute the proprietary property of RHSS, its affiliates, suppliers and/or licensors and are protected by United States and international intellectual property laws, including trademark and copyright laws. You shall have no rights in or to such Content. You shall not remove, alter or obscure any copyright, trademark or proprietary rights notice incorporated in or accompanying the Site. Except for the limited access rights explicitly granted to you under this Agreement, no other rights (including any license) are granted to you, whether by implication, estoppel or otherwise and all rights are explicitly reserved.
- (d) Content. The Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of RHSS. Notwithstanding any such prior written consent that RHSS may provide, if you receive such consent, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in this Agreement violates RHSS’ intellectual property rights and this Agreement.
- (e) RHSS will treat any personal information submitted through this Site in accordance with its Privacy Policy accessible at <http://www.altisource.com/home/YourPrivacyRights.aspx>.

2. Eligibility and Your Responsibilities

- (a) Accuracy of Information. You shall provide true, accurate, current and complete information in all interactions on the Site and interactions with us.
- (b) No Scamming. You may not use the Site in a way that could cause us to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation. We aim to keep the Site safe, and may report any and all suspected use of the Site for scamming, fraudulent, or extortive purposes to the appropriate law enforcement agency or regulators.
- (c) Reverse Engineering. You may not reverse engineer, decompile or disassemble the Site (except to the extent specifically permitted by applicable law) or attempt to do so, nor may you use information or Content on the Site to develop or design any product (including without limitation any website similar to or competitive with the Site). You may not use automated web queries (including, without limitation, screen and database scraping, spiders, robots, crawlers and any other automated activity in connection with the Site). General purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the services are granted a limited exception from the foregoing exclusion, provided that



they do so from a stable IP address or range of IP addresses using an easily-identifiable agent. You may not use, or attempt to use, the Site through any means not explicitly and intentionally made available, provided or intended with respect to the Site.

(d) Access and Interference. You shall not (and may not authorize any party to) (i) co-brand the Site, (ii) use the Site in a way that could cause RHSS to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation, (iii) use the Site for any competitive purpose, (iv) frame the Site or any Content therein, nor shall you otherwise cause such Site or Content to appear in a form that is outside of the context of the Site, or (v) use any electronic device, software or process to monitor or copy the Site or any other of our web pages or the Content contained herein without our prior expressed written permission. You shall not use any electronic device, software or process to interfere with or attempt to interfere with the proper functioning of the Site or any activities conducted on the Site. You shall not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You shall not copy, reproduce, alter, modify, create derivative works, or publicly display any Content for public, commercial or any other purposes, including the text, images, audio, and video without our prior expressed written permission. You shall not cause any advertising (including, without limitation, pop-ups or pop-unders) or other functionality that interferes with the user experience of the Site. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of RHSS or its affiliates in such a manner as is reasonably likely to give another user the impression that you have the right to display, publish, or distribute the Content accessible in the Site. You will cooperate in causing any unauthorized co-branding or framing immediately to cease. You will immediately cease any occurrence of hyperlinking to the Site should RHSS make such a request, which you recognize it is entitled to do at any time and for any reason.

3. Restrictions on Your Use of the Site and Limitations

(a) Your right to use the Site is conditional on your warranty that you will only use the Site for the Permitted Use and for no other purpose that is unlawful or prohibited by this Agreement. You shall not use the Site in any manner which could disable, overburden, damage or impair the Site or interfere with any other party's use and enjoyment of the Site. You shall not obtain or attempt to obtain any Content through any means not intentionally made available or provided to you through the Site.

(b) RHSS reserves the right to monitor your use of the Site to determine compliance with this Agreement. RHSS also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

(c) You hereby warrant that it will never, directly or indirectly:

- (i) de-compile, translate, reverse engineer, disassemble, decode, adapt or create derivative works from the Site, any other RHSS product and/or any other Content or information owned by RHSS or its affiliates;
- (ii) bypass or breach any security device or protection used for or contained in the Site;



- (iii) use the Site for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose that is to RHSS's detriment or commercial disadvantage;
- (iv) use and/or register any designation, trademark or trade name that incorporates the terms "REALHome", or any designation, trademark or trade name that is confusingly similar to REALHome or any other RHSS trademark; or
- (v) except as otherwise provided in this Agreement, commercially market all or part of RHSS' products or services or any product similar to RHSS' products, and/or that competes with RHSS in any way.

(d) **Release.** In the event of any dispute by you with one or more of the Site's users, you release us (and our affiliates, officers, directors, agents, independent contractors, advisors and employees) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute(s).

(e) **Server or Other Technological Issues.** The Site may, from time to time, not operate optimally, at normal speed, with full functionality, or at all. In our sole discretion and at any time, we may choose to shut down the Site for any amount of time, thereby ceasing the ability for some or any users to use the Site. The decision to shut down and re-enable the Site, in whole or in part rests solely with us. The Site, all Contents and any other materials thereon are provided "AS-IS" and, while we strive to provide a seamless and satisfying experience for all of our users, we assume no responsibility for any unavailability of the Site (regardless of duration) or the timeliness, transport, outage, deletion, delivery failures or failure to store/retrieve any user commands, data, communications or personalization settings in connection with the Site.

4. **Disclaimer of Warranties.** WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS WHATSOEVER AS TO THE ACCURACY OF THE INFORMATION OR CONTENTS CONTAINED ON THE SITE OR THE OPERATION, AND ACCURACY OR APPROPRIATENESS OF THE SITE FOR ANY BUSINESS PURPOSES. THE SITE AND ALL CONTENTS ARE PROVIDED 'AS-IS'.

5. **Indemnity.** You shall indemnify and hold us and (as applicable) our affiliates, officers, managers, directors, licensors, suppliers, agents and employees, harmless from any claim or demand, including a claim for attorneys' fees, made by any third party due to, or arising out of, the your use of the Site, your breach of this Agreement, or your violation of any law or the rights of a third party.

6. **Limitation of Liability.** EXCEPT WHERE RESTRICTED OR PROHIBITED BY LAW, RHSS WILL NOT BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR LOSS OF DATA THAT RESULTS OR ARISE FROM THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE THE SITE, EVEN IF RHSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT LIABILITY MAY BE ASSESSED AGAINST RHSS, IN NO EVENT WILL RHSS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING THROUGH ANY USER'S USE OF OR ACCESS TO THE SITE, WHETHER IN CONTRACT OR IN TORT, EXCEED TEN DOLLARS.



7. Legal Compliance. You shall comply with all applicable local, state, federal and international laws, statutes, ordinances and regulations regarding your use of the Site.

8. RHSS Communication Consent. By submitting your contact information on the Site, you are providing your consent to receive telemarketing calls from RHSS and its affiliates (“Marketing Communications”). By submitting your contact information on the Site, you further agree that (i) we, our agents, representatives, affiliates, or third parties may call, email or SMS message (including text messages) you at the numbers and addresses you have provided for purposes of describing goods and services that may be of interest to you, offered by us, our affiliates, and/or third parties; (ii) these calls, text and email messages may be made using an automatic telephone dialing or email system technology and/or involve prerecorded and/or artificial voice messaging, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list.

This consent shall remain in effect until you revoke it. You may select to opt-out of the receipt of these Marketing Communications at any time by emailing us at marketing@altisource.com or any other method, which ensures we receive the revocation. Your consent to telemarketing calls is not a condition of obtaining any services from us. We will use reasonable best efforts to honor your request to opt-out of such Marketing Communications.

9. General.

(a) Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

(b) Assignment. We may assign this Agreement and all referenced or incorporated agreements at any time for any reason. You may not assign any of its rights hereunder without our prior written approval.

(c) Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(d) Breach. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

(e) Entirety. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

(f) Refusal of Service. We reserve the right to refuse service to anyone for any reason not prohibited by law.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with Delaware law. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.



(h) Intellectual Property Notice. RHSS, REALHome, the REALHome logo and all other marks identified herein, and on referenced and incorporated agreements, are trademarks or service marks of RHSS or its affiliates (the "Marks"). These Marks may be registered with the United States Patent and Trademark Office and Intellectual Property Offices of other countries. You are not permitted to use the Marks without the prior written consent of RHSS. In addition, you are not permitted to use any current or future RHSS product names or trade names in connection with any product or service that does not belong to, is not owned by, or endorsed by RHSS in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits RHSS.

(i) Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION, OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SITE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.