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TERMS OF SERVICE

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Welcome to the WikiRealty, Inc. ("**WikiRealty**") website located at www.WikiRealty.com (along with any subdomains, the "**Website**"). The Website, along with our mobile application (the "**App**"), the WikiRealty browser extension (the "**Extension**"), as well as all related websites, networks, applications, utilities, functions, downloadable software (including the Software (as defined below)), and other services provided by us and on which a link to these Terms of Service is displayed, are collectively referred to herein as the "**Services**" or individually, a "**Service**". WikiRealty is located at 10866 Wilshire Blvd., Suite 400, Los Angeles, CA 90024-4338.

These Terms of Service, along with the WikiRealty [Community Guidelines](#), the WikiRealty [Privacy Policy](#), and the Extension End User License Agreement (the "**EULA**"), each of which are incorporated by reference into these Terms of Service (collectively, the "**Terms**") are intended to provide you with the best possible experience while using our Services and to make sure you are fully aware of our respective rights and obligations. These Terms are a legally binding contract between you and WikiRealty and govern your use of the Services. To the extent there is a conflict between the Terms, [Community Guidelines](#), EULA, and [Privacy Policy](#), these Terms will govern.

By using any portion of our Services, you agree to these Terms. We reserve the right to suspend or terminate access to the Services by anyone who violates these Terms or any applicable law, or whose conduct is harmful to the interests of WikiRealty or Third Parties. We may take steps to prohibit access and/or use without prior notice to any such user.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING ANY SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THESE TERMS.

If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Services. YOUR USE OF THE SERVICES, AND WIKIREALTY'S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY WIKIREALTY AND BY YOU TO BE BOUND BY THESE TERMS. If you do not wish to be bound by these Terms, you may not use the Services and must immediately cease use of the Services.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 21, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND WIKIREALTY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 21.)

1. Services Overview.

The Services: (A) provide information about WikiRealty; and (B) create and promote custom hyper-local content, promote business message ads; and (C) help our clients build



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connections and relationships with, and communicate relevant real time information to, certain third parties such as realtors, advertisers, mortgage providers, and mortgage calculators (collectively, "**Third Parties**"). Content available on the Services may be provided by WikiRealty, Third Parties, Merchants, you, your authorized users, other users of the Services (including Custom Content, Merchant Content and User Content (each term as defined below), collectively, "**Content**"), as further described below.

2. Who Can Use the Services; Eligibility.

To be eligible to use the Services, you must:

- (A) be an individual at least 18 years of age or older; and
- (B) register to use the Services via the Websites, App or Extension.

We reserve the right to refuse your access to the Services or to cancel your Account at any time.

By using the Services, you represent and warrant to us that:

- (A) any profile information you submit is true and accurate at all times while you use the Services;
- (B) you are 18 years of age or older;
- (C) your registration and use of the Services complies with any and all applicable laws;
- (D) you have not previously been suspended or removed from the Services; and
- (E) you are fully able and competent to enter into and abide by these Terms.

Use of the Services is void where prohibited, is limited to jurisdictions within the United States of America, and is not intended for use outside of that area.

Limited commercial use of the Services is permitted, only as described in Sections 3 and 13 below, by authorized representatives of companies, entities, or other organizations that are real estate professionals, certain financial service professionals, or other merchants engaged in ecommerce ("**Merchant(s)**"). If you use the Services on behalf of a Merchant, then you represent and warrant that you: (A) are an authorized representative of that Merchant with the authority to bind that Merchant to these Terms, and (B) are bound by these Terms on behalf of that Merchant.

3. Your Use of the Service; Licensing.

The Services are licensed to you, not sold, for use only under these Terms. The proprietary software associated with the Extension (including any enhancements or modifications thereof and any related documentation, the "**Software**") is a copyrighted work. Subject to your complete and ongoing compliance with these Terms, WikiRealty hereby grants you a personal, non-commercial, non-exclusive, non-assignable, non-sublicensable, non-transferable, revocable license to:

- (A) use the App on compatible, authorized devices that you own or control;



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(B) download, install and use the Extension to, and on, computers controlled by you and to use the Software solely to use the Extension as permitted under these Terms; and

(C) access and use the Website;

in all instances solely for your own use or for use by a Merchant, company or organization on whose behalf you are authorized to act. All rights not expressly granted to you by the foregoing sentence are reserved by WikiRealty.

You may not use the Services for any commercial purpose other than for browsing, reviewing, delivering, uploading or otherwise using Content as expressly permitted hereunder.

Except and solely to the extent such a restriction is impermissible under applicable law, or by licensing terms governing use of open-sourced components included with the Software, you may not: (a) reproduce, distribute, publicly display, publicly perform or create derivative works of the Services, or any other technology relating thereto; (b) directly rent, lease, lend, sell, redistribute or sublicense the Services, or any other technology relating thereto; (c) make alterations or modifications to the Services, or any other technology relating thereto; (d) interfere with or circumvent any feature of the Services, including any security, access control mechanism or other technological measure designed to protect the Services or any Content available through the Services; or (e) decompile, reverse engineer, disassemble, attempt to derive the source code of the Services (including any updates to it), or any other technology relating thereto. If you are prohibited under applicable law from using the Services, you may not use them.

The Software you download consists of a package of components, which may include certain third-party software ("**Third-Party Software**") provided under separate license terms (the "**Third-Party Terms**"). Your use of the Third-Party Software, if any, in conjunction with the Services in a manner consistent with these Terms is permitted, however, you may have broader rights under the applicable Third-Party Terms and nothing in these Terms is intended to impose further restrictions on your use of the Third-Party Software. The Software allows users to use certain features in a Google Chrome browser from Supported Devices. A "Supported Device" is a combination of a Google Chrome-enabled device model and relevant Google Chrome software version(s) that is/are supported by the Software. These Terms allow you to use the Software on any Supported Device and on no other devices. The Software is available only for Supported Devices, and may not be available for all devices. Without limiting the generality of anything herein, you acknowledge and agree that the Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

You may not, without the express prior written consent of WikiRealty: (a) frame or use framing techniques to enclose any trademark, logo, or other proprietary information of WikiRealty or any Third Party; (b) use any meta tags or any other "hidden text" using the name or trademarks of WikiRealty; (c) make it appear that a website of Third Parties is presenting or endorsing any of the Content or the Services, or incorporate any intellectual property of WikiRealty or any of its Third Party licensors into another website or other service. Any unauthorized use in violation of these Terms automatically terminates the permission or license granted by WikiRealty in this Section.

The Services are made available for informational purposes only and do not constitute an offer to sell or the solicitation of an offer to purchase any real property. You may display, reformat and print information from the Services only for your own personal, non-commercial



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use, except as otherwise expressly set forth herein. Notwithstanding anything contained herein to the contrary, you may not display, reformat or redistribute any property listing data that is on the Services.

If you breach the Terms, or otherwise exceed the scope of the licenses granted in these Terms, then you may be subject to prosecution and damages, liability for infringement of intellectual property rights, and denial of access to the Services and the Software.

4. How the Services Work.

The Services, including the Extension, are tools that facilitate and assist users who wish to obtain, review and share tips, knowledge, Content, advertising assistance, advice, products and other information regarding real estate from a variety of online third-party Merchants (as defined below). The Services may, among other features and functionality: (A) allow you to obtain, review, comment on, download, and edit certain Content, tips, knowledge, advice, and other information while browsing third-party websites; and (B) provide you with offers for products and services you may be interested in purchasing.

Merchants may also use the Services, including the Extension, to: (A) display their services and products to our users; (B) verify information about that Merchant's online product and service offerings made available via the Services; or (C) provide your feedback and other communications to us and the Merchants about the Services or the Merchant's products and services. The Extension may, among other features, allow you to obtain, review, comment on, download and provide tips, knowledge, Content, advice, and other information while browsing third-party websites and provide you with offers for products and services you may be interested in purchasing.

5. Registration; User Accounts.

To access the Services, you may be required to:

- (A) create a WikiRealty account ("**User Account**" or "Account") with a unique username and password (your "**Credentials**");
- (B) provide registration details (your "**Account Details**"), such as your name, phone number, email address, professional organization, or, as applicable, real estate license number or mortgage brokerage / lending license number; and
- (C) link your personal email account, social media account(s) and/or other Merchant accounts, and third party payment sites ("**Linked Accounts**") to the Services.

It is a condition of use of the Service that all the Account Details you provide will be correct, current and complete and that you will keep those Account Details up to date at all times. If WikiRealty believes your Account Details are not correct, WikiRealty may refuse you access to the Services and remove all Content that you have contributed, and to terminate or suspend your Account.

You represent that your Linked Account(s) belongs to you, and you are permitted to link to it. You may unlink your Linked Accounts at any time. Unlinking an account may mean you will no longer be provided access to certain functionality of the Services, but unlinking will not close your WikiRealty Account.



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The Services may allow you to register and log in using sign-on functionality provided by social media platforms, such as Facebook. You agree to abide by the social media platform's terms and conditions applicable to you. If you register for or log-in to the Services by using your social media account(s), such as your Facebook account, then you may have to grant us access to certain features on such account(s), such as your Facebook Page and associated Messenger account. By granting WikiRealty access to those features, you authorize WikiRealty to act on your behalf, including by binding you to any relevant Facebook policies, and, to the fullest extent permitted by law, you release WikiRealty from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such authorization where WikiRealty was acting within the scope of its authority and in a professional and courteous manner as it relates to sending messages on your behalf. Any information about potential clients or other end users that WikiRealty obtains through your Facebook account must be used solely in accordance with Facebook's policies. To the fullest extent permitted by law, you will indemnify and hold WikiRealty harmless for any use of that information not in accordance with Facebook's policies, as well as any other claim arising out of your communications with any such potential clients or other end users.

6. Security.

Any Credentials you choose to register and access the Services are for individual use only. You are responsible for the security of your Credentials. You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (for example, password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, WikiRealty reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. WikiRealty also has the right to refuse you access to the Service or any of its resources, remove Content that you have contributed and terminate or suspend your Account.

You are solely responsible for all activities that occur through your Account. You shall not use the Services for any illegal or unauthorized purpose. You shall not abuse, harass, threaten, harm or impersonate other users, Merchants, individuals or other businesses at any time or for any reason. You are responsible for monitoring your Account, for changing your password periodically, and for notifying WikiRealty immediately of any unauthorized use of your Account or breach of your password security. To protect your Account from unauthorized use, you shall not provide your Credentials to anyone else, and you may not allow any other person or entity to access or use your Account. You shall not transmit worms, viruses or any code of a destructive nature to us, other users, or the Services. Please notify us immediately of any unauthorized use of your Account or any other breach of security by sending an email to support@wikirealty.com.

7. Payment Terms.

(A) General Payment Terms; Payment Authorization. Certain features of the Services may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. This no-refund policy applies at all times regardless of your decision to terminate your usage of the Service, our decision to terminate your usage of the Services and any disruption caused to the Services for any reason whatsoever. WikiRealty will charge the payment



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method you specify at the time of purchase or as otherwise specified by you in your account information.

In order to process payments you make, you agree to provide valid payment information (including credit and debit card information) either directly to WikiRealty or to a third-party payment processor (the "**Payment Processor**") to link your credit card or debit card account to the Services. Any payments or credits processed using a Payment Processor will be subject to the terms, conditions, and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms. Any personal information that you provide to WikiRealty, including valid payment information, will be used solely in accordance with the Privacy Policy. As a user of the Services, you agree that you shall: (i) link your User Account information with a valid credit card or other authorized payment method; and (ii) pay for all items that you request through the Services. You expressly authorize us or the applicable Payment Processor to charge the payment method you provide for any items you request through the Services. Your selection of the payment confirmation button on the applicable checkout page is your electronic signature and you agree that (a) this signature is the legal equivalent of your physical or manual signature and (b) this transaction is equivalent to an in-person transaction where your payment method is physically present. WikiRealty may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

(B) Price. WikiRealty reserves the right to determine pricing for the Service. WikiRealty will make reasonable efforts to keep pricing information published on the website up to date. For information on our current fees, please see our pros.wikirealty.com page. We encourage you to check our website periodically for current pricing information. WikiRealty may change the fees for any feature of the Service, including additional fees or charges, if WikiRealty gives you advance notice of changes before they apply. WikiRealty, at its sole discretion, may make promotional offers with different features and different pricing to any of WikiRealty's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

(C) Subscription Service. If you sign up for one of our "**Service Plans**" available on the Services, then you authorize WikiRealty to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your Account, all accrued sums on or before the payment due date for the accrued sums. Your "**Subscription Billing Date**" is the date when you purchase your first subscription to the Services. For information on the "**Subscription Fee**", please see our pros.wikirealty.com page. **If you sign up for automatic payments for any Service Plans, your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it.** You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). **YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BY ACCESSING ANY INVOICE AND OPTING OUT OF THE RECURRING BILLING OR BY CONTACTING US AT support@wikirealty.com.**

(D) Delinquent Accounts. WikiRealty may suspend or terminate access to the Services, including fee-based portions of the Services, for any account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

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8. Custom Content.

- a. Certain features of the Services may allow you to request that WikiRealty (a) create custom Content ("**Custom Content**") for you and (b) assist you with the marketing and promotion of that Custom Content on various third-party social media channels.
- b. If WikiRealty provides you with any Custom Content that you ordered, WikiRealty grants you a non-exclusive, worldwide, perpetual, assignable, sublicensable, irrevocable, royalty-free license to reproduce, distribute, publicly display, transmit, communicate to the public, publicly perform, create derivative works from and otherwise use and exploit such Custom Content.
- c. You hereby grant WikiRealty a non-exclusive, worldwide, perpetual, assignable, sublicensable, irrevocable, royalty-free license to reproduce, distribute, publicly display, transmit, communicate to the public, publicly perform, create derivative works from and otherwise use and exploit any of your Custom Content, along with any of your names, trademarks, service marks and logos you provide to WikiRealty in order to create, display, modify and distribute the Custom Content on your behalf.
- d. If you provide WikiRealty any User Content (as defined below) to assist WikiRealty in the creation of any Custom Content, that User Content shall be governed by Section 14 below.
- e. Custom Content is created at the direction and on behalf of the user requesting the creation of that Custom Content. Without limiting Sections 9 and 10 below, neither WikiRealty nor any of its employees or agents makes any representation or warranty or assumes any liability regarding any advice, opinions or information contained in any Custom Content.

9. Third-Party Content and Links; Recommendations and Opinions.

- a. The Services include information and content provided by Third Parties, including opinions and advice of experts and non-experts in the real estate industry and related fields. WikiRealty and its respective employees or agents are not responsible for the opinions, errors, omissions, statements, services, offers or other information provided by Third Parties.
- b. The Services also may include the personal recommendations and opinions of WikiRealty or others, including recommendations or opinions given by WikiRealty contributors. WikiRealty does not undertake responsibility for screening WikiRealty contributors or other participants on the Services or monitoring advice or opinions expressed by them. In addition, highlighting WikiRealty contributors or other participants on the Services is not deemed to be an endorsement of any products or services that they (or companies employing them) may provide or any real estate identified by Content on the Services. Although WikiRealty may have endorsement arrangements with some companies, neither WikiRealty nor any of its employees or agents makes any representation or warranty or assumes any liability regarding the quality of products or services that may be purchased by you from WikiRealty or any Third Party or of real estate identified by Content on the Services. It is up to you, the user of the Services, to determine whether information made available on the Services satisfies your needs. Further, it is up to you, the user of the Services, to determine whether any particular advice satisfies your needs. Neither WikiRealty nor any of its



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employees or agents make any representation or warranty or assumes any liability regarding the advice or services that may be provided to you from WikiRealty contributors or any other participants on the Services. WikiRealty contributors or other participants do not have any authority to bind WikiRealty or make statements on behalf of WikiRealty.

- c. The Services include hyperlinks that will take you out of the Services to the website of Third Parties. Links to websites of Third Parties may be included in advertisements for services of Third Parties, or they may be accompanied by descriptions of services of Third Parties. All links to websites of Third Parties are provided for your convenience only. WikiRealty does not control the content or operation of any linked websites of Third Parties, and we disclaim any responsibility for any product, service or information provided on any linked website. Neither the publication of content or advertisements of Third Parties on the Services nor links to websites of Third Parties constitutes an endorsement of Third Parties or their products or services by WikiRealty or its employees or agents.
- d. The Services may run advertisements and promotions from Third Parties or may feature promotional Content created by WikiRealty at the direction or on behalf of Third Parties. Your dealings with or participation in the promotions of such Third Parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such Third Party. WikiRealty does not guarantee and shall in no way be responsible for the price, terms, performance, quality, accuracy, availability or legality of any products, services, promotions or information offered by any advertiser, real estate professional, lender, mortgage provider or financial service, or real estate marketed by any real estate agent. We are not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as a result of such Third Party information or advertisements on the Services or as a result of any Content. If you have a dispute with one or more advertisers or other Third Parties, you release WikiRealty from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- e. WikiRealty does not approve or control the Content posted by others; rather it merely provides a platform and venue for allowing users to access or provide information and other Content. WikiRealty is not liable for any User Content or Content contributed by other users on the Services. WikiRealty assumes no responsibility for monitoring the Services for appropriate Content or conduct and has no obligation to screen, edit, or remove any of the Content. WikiRealty reserves the right, in its sole discretion and without notice, to monitor, screen, edit, or remove any Content at any time and for any reason or for no reason. WikiRealty may or may not enforce these Terms is solely in its sole and absolute discretion, and a failure to enforce or waiver of a breach of these Terms in some instances does not constitute a waiver of our right to enforce them in other instances.
- f. These Terms do not create any private right of action for you or on the part of any Third Party or any reasonable expectation that the Services will not contain any Content that is prohibited by these Terms.



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10. Disclaimer of Advice.

The Content on the Services is provided for informational purposes only and is not intended to be a substitute for professional advice. At any time you have questions regarding a specific situation, you should seek the advice of a professional. Some of the opinions expressed on the Services are the opinions of the authors/contributors. Neither WikiRealty nor any of its employees or agents assumes any liability for the Content of any materials or opinions of contributors provided on the Services. Reliance upon any opinion or advice provided on the Services is at your own risk. Neither WikiRealty nor any of its employees assume liability or responsibility for damage or injury to person or property arising from any use of any product, service, information, Content or instruction contained on the Services.

11. Intellectual Property.

The name "WikiRealty" and WIKIREALTY® are registered trademarks, and any unauthorized use thereof are strictly prohibited. Unauthorized use of any Content, technology, concepts or other similar processes used by WikiRealty is strictly prohibited. All such uses are strictly prohibited without our express prior written consent, and such consent may be given or withheld in our discretion. The Services may contain other proprietary notices and limitations, the terms of which must be strictly observed and followed.

Except for User Content, all Content on the Services, including text, graphics, logos, button icons, images, video clips and audio clips, the compilation of the Content (meaning its collection, arrangement and assembly) and all software (including the Software) used on or in the Services are the property of WikiRealty or Third Parties that have licensed Content and software for use on the Services. All Content and software are protected by U.S. and international copyright laws and/or patents. All Content and other copyrightable material may be used only as provided in these Terms. The names, trademarks, service marks and logos (collectively, "**Trademarks**") used and displayed on the Services including WIKIREALTY® are registered or unregistered trademarks of WikiRealty or Third Parties that have licensed the Trademarks for use on the Services. No license is granted for any further use of any Trademarks.

12. Use of the Services Responsibly and in Accordance with Law.

Please act responsibly when using the Services. You may only use the Services for lawful purposes and in accordance with applicable law. You are prohibited from storing, distributing or transmitting any unlawful material through the Services. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a Third Party claims that material you have contributed to the Services is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by WikiRealty) or privately transmitted on or through the Services are the sole responsibility of the author/contributor, not WikiRealty, and that you are responsible for all material you upload, post or otherwise transmit to or through the Services.

13. Merchant Content.

If you are a user authorized to act on behalf of a Merchant, you agree to permit WikiRealty to collect by whatever means, use, retain, store, and display information, images, text, descriptions, prices, and any other data in whatever form, that is presented on, available through, or derivable from any generally available website owned or maintained by, or



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otherwise associated with that Merchant (“**Merchant Content**”), notwithstanding any agreements, terms-of-service restrictions, or other provisions to the contrary. You represent and warrant that your use of the Services is within the scope of your duties with respect to the Merchant with which you are affiliated or associated and that you have authority to consent effectively on behalf of the Merchant to our collection, use, retention, storage, and display of any and all such Merchant Content.

For any and all Merchant Content of the Merchant with which you are affiliated, you grant us and our subsidiaries, affiliates, and successors: (a) a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, prepare derivative works of, distribute, publicly perform, and publicly display that Merchant Content throughout the world in any media in connection with the Services and WikiRealty’s business, including without limitation for promoting the Services; and (b) the right to use the Merchant’s name in connection with the Merchant Content, if we choose. The applicable Merchant retains all rights in its Merchant Content, subject to the rights granted to WikiRealty in these Terms. Such Merchant represents and warrants that all Merchant Content that it may provide shall be its wholly original material (except for material that such Merchant is using with the permission of its owner), and does not infringe or violate any copyright, trademark or other rights of any third party including without limitation any rights of privacy or publicity.

Although WikiRealty has no obligation to screen, edit, or monitor any Merchant Content, WikiRealty reserves the right and has absolute discretion to remove, screen, edit, or disable any Merchant Content at any time and for any reason without notice.

You understand that by using the Services, you may be exposed to Merchant Content that is offensive, indecent, objectionable, or inaccurate. We take no responsibility and assume no liability for any Merchant Content, including any loss or damage to any of Merchant Content.

14. User Content You Post.

- a. This Section governs any material that you upload, post or transmit (collectively, “**Post**”) to or through the Services or to us through e-mail, text message, or via any other means permitted by WikiRealty, including photographs, comments, and any other work subject to protection under the laws of the United States or any other jurisdiction, including patent, trademark, trade secret, and copyright laws (collectively, “**User Content**”). You are solely responsible for securing the rights to any and all User Content you Post to or through the Services, including obtaining the permission to use the image and likeness of any identifiable person included in a photograph Posted by you.
- b. By Posting User Content to the Services, and in consideration of the opportunity to use the Services, you hereby grant to WikiRealty (and WikiRealty’s assignees, designees, successors, licensees, and sub-licensees) an unrestricted, perpetual, worldwide, assignable, sublicensable, irrevocable, royalty-free, fully paid up license to reproduce, distribute, publicly display, transmit, communicate to the public, publicly perform on a through-to-the-audience basis, create derivative works from (to the extent these changes result from translations, adaptations or other changes we make so that User Content may be used with our Services in accordance with these Terms), and otherwise use and exploit (collectively, “**Use**”) all User Content you upload to or through the Services through any media and formats now known or hereafter developed, for the sole purposes of: (i) publicly displaying your User Content on the



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Services, and (ii) operating, promoting, and improving our Services, and to develop new services.

- c. You further grant WikiRealty a royalty-free license to Use your name, image, voice, and likeness (and that of any person identifiable in any User Content Posted by you to the Services) made available by or on your behalf through the Services in conjunction with the rights you grant above. The foregoing license in the immediately preceding sentence will survive the termination of your Account with respect to any of your User Content Posted to the Services prior to such termination.
- d. By Posting User Content to or through the Services you waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to the Services, during the term of these Terms. You expressly release WikiRealty and all of WikiRealty's agents, partners, subsidiaries, affiliates, licensees, successors, and assigns from any and all claims, demands, liabilities, or causes of action, whether now known or unknown, for defamation, copyright infringement, violation of moral rights, and invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the Use of your User Content as authorized in these Terms.
- e. Except for materials provided to you by WikiRealty through the Services, you represent, warrant, and covenant that (i) you either are the sole and exclusive owner of all of your User Content that you Post to the Service, or you have all rights, licenses, consents, and releases that are necessary to grant to WikiRealty the rights in your User Content as contemplated under these Terms, and (ii) neither the User Content you Post to the Services nor your creation of, accessing, or Posting of your User Content or WikiRealty's Use of your User Content (or any portion thereof) as permitted in these Terms will (A) infringe, misappropriate or violate the rights of any party or entity, including a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, (B) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or (C) require WikiRealty to obtain any licenses from or make any payments in any amounts to any third party throughout the world.
- f. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Services ("**Feedback**"), you: (a) acknowledge that the Feedback is not confidential, (b) authorize WikiRealty to use that Feedback without restriction and without any payment to you, and (c) hereby grant WikiRealty an unrestricted, perpetual, irrevocable, assignable, sublicensable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services.
- g. Communications and User Content uploaded in chat areas, forums, bulletin boards, communities, product reviews, or other public or common areas of the Services are not private communications. You should use caution when submitting any User Content that contains your personal information to a public or common area of the Services.



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- h. You retain all rights in your User Content, subject to the rights granted to us or Third Parties in these Terms. We may, in accordance with the Privacy Policy, retain in our systems and use non-personally identifiable data that is derived from your User Content.
- i. You agree not to upload to the Services or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, inflammatory, abusive, abusive, inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity or privacy; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with WikiRealty's or our partners' products and services, as determined in our sole discretion; or (f) in WikiRealty's sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose any WikiRealty Party, or users to harm or liability of any nature.
- j. Although WikiRealty has no obligation to screen, edit, or monitor any User Content, we reserve the right, and have absolute discretion, to remove, screen, edit, or disable any User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, objectionable, or inaccurate. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

15. Indemnification.

You agree to defend, indemnify, and hold WikiRealty, its affiliates and their respective principals, directors, members, managers, officers, employees, agents and contractors ("**WikiRealty Parties**") harmless from and against any and all losses and threatened losses, including attorney's fees, arising from, in connection with, or based on allegations whenever made of, any of the following: (a) your breach of these Terms, (b) your use of the Services, (c) any claim that your use of the Services violates any applicable law, (d) any claim arising out of your negligent acts or omissions, and (e) your violation of any rights of a third party, including intellectual property rights.

Your indemnification obligations hereunder will survive any termination of these Terms or your Account. You will cooperate fully as reasonably required in defense of any claim identified under this section. You acknowledge that damages from improper use of the Services may be irreparable; therefore, WikiRealty Parties are entitled to seek equitable relief in addition to all other remedies, and reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. In the event of a dispute with any WikiRealty Party arising out of or in connection with use of the Services or these Terms, you agree you will be responsible for paying such WikiRealty Party's attorneys' fees and costs.

16. Access to Services; Customer Support.

WikiRealty does not provide you with the equipment to use the Services. You are responsible for all fees charged by third parties to access and use the Services (e.g., charges by ISPs or mobile carriers). WikiRealty reserves the right to modify or discontinue, temporarily or permanently, all or a part of the Services without notice. WikiRealty will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.



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You may contact WikiRealty's Customer Service using the contact information on our Sites, the App or the Extension. The provision of customer support is not required or guaranteed, and is provided at our sole discretion. We are under no obligation to provide support for the Services. In instances where we may offer support, the support will be subject to published policies.

17. Sales Terms; Marketing Efforts.

Various products and services (other than products and services offered by WikiRealty) may be offered for sale through the Services or through links from the Services. These other products and services are offers by Third Parties and are not offered for sale by WikiRealty. Although the products and services offered may contain trademarks owned by WikiRealty, they are not products manufactured, endorsed or sold by or services provided by WikiRealty. All terms of sale including quality, pricing, returns, shipping policy and warranty are governed by the terms and conditions as set forth by the Third Parties on their websites or communicated by other means. You purchase products or services from these Third Parties at your own risk. Neither WikiRealty nor any of its employees or agents is responsible for products or services purchased from Third Parties. All of the provisions of these Terms apply to purchases by you of products or services offered by Third Parties including the provisions relating to release, waiver, indemnification and limitation of liability.

Regardless of whether you have chosen to opt out of certain marketing offers from WikiRealty or its affiliates, by using the Services you agree that we may market our services and the services and products of other companies directly on our Sites through the use of banner ads, "hyper-links," and other similar marketing devices. Products offered will be at the sole discretion of WikiRealty, and may be provided by companies not affiliated with WikiRealty. Non-affiliated companies will be solely responsible and liable for the provision of or failure to provide stated services, benefits, or products, and WikiRealty does not legally endorse or guarantee them.

18. Limitation of Liability; Disclaimers and Waivers.

- a. Your use of the Services is at your own risk. To the fullest extent permitted by law, (i) the Services and all Content, materials, information, software, facilities, forums, services and other content on the Services (collectively, "**Materials**") are provided "AS IS" and without warranties of any kind, either express or implied, and (ii) no WikiRealty Party makes any representations or warranties of any kind, express or implied, as to the Services or any Materials.
- b. To the fullest extent permitted by law, the WikiRealty Parties all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranty that the Services will operate uninterrupted or error free. To the fullest extent permitted by law, WikiRealty does not warrant that the functions contained in the Services will be available, uninterrupted or error-free, that defects will be corrected, or that the Services or the services that make the Services available are free of viruses or other harmful components. To the fullest extent permitted by law, (i) WikiRealty does not warrant or make any representations regarding the use, or the results of the use, of the Services, Materials or any sites linked to the Services in terms of their correctness, accuracy, reliability, or otherwise, (ii) WikiRealty makes no warranties that your use of the Materials will not infringe the rights of others, and (iii) WikiRealty assumes no liability or responsibility for errors or omissions in the Materials.



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- c. To the fullest extent permitted by law, in the event of any final determination that you are entitled to damages as a result of or in connection with your use of the Service, the WikiRealty Parties, any Third Party and its employees and agents shall be liable only to the extent of actual damages incurred by you, not to exceed U.S. \$500 in the aggregate.
- d. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ANY WIKIREALTY PARTY BE PERSONALLY OR OTHERWISE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE SERVICE OR ANY MATERIAL OR FOR ANY CLAIM ARISING IN CONNECTION WITH A PURCHASE OF A PRODUCT OR SERVICE THROUGH THE SERVICE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORIES, AND WHETHER SUCH DAMAGES ARE CHARACTERIZED AS GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. If you are dissatisfied with the Service, any Material or any provision of the Terms, your sole and exclusive remedy is to discontinue using the Service.

19. Breach of these Terms; Investigations.

We may monitor the Services for violations of these Terms, and you agree (a) not to bypass monitoring, (b) that WikiRealty will not be liable for monitoring, and (c) nothing WikiRealty says or does waives our rights to monitor the Services. If we determine that you have materially breached these Terms, it may, and without limiting any of our other remedies, immediately and without notice, suspend your account, terminate your account, identify you to third parties, or take legal action.

You agree that you will be liable for breaches of these Terms, by you and your affiliates, consultants, agents, contractors, or employees and anyone else accessing the Services on your behalf (directly or indirectly).

WikiRealty reserves the right to investigate suspected violations of these Terms including any violation arising from any submission, posting or emails you make or send to the Services. WikiRealty may seek to gather information from the user who is suspected of violating these Terms, and from any other user. WikiRealty may suspend any user whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If WikiRealty believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or email, or remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take any other corrective action it deems appropriate. WikiRealty will fully cooperate with any law enforcement authorities or court order requesting or directing WikiRealty to disclose the identity of anyone. By using the Services and by accepting these Terms, you waive and hold harmless WikiRealty from any claims resulting from any action taken by WikiRealty during or as a result of its investigations or from any actions taken as a consequence of investigations by either WikiRealty or law enforcement authorities.



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20. Modification of These Terms.

The Service and the products, services and programs described in the Services may be changed, eliminated or updated without prior notice. We also may make changes to these Terms and any Service-related policies, rules or guidelines at any time in our sole and absolute discretion; provided that we will endeavor to provide you with prior notice of any material changes to these Terms. Revised terms will be effective when posted to the Services unless otherwise provided by us in the revision. Your continued use of the Services after new Terms or any revised policies, rules or guidelines are posted constitutes your agreement to abide by the revised terms. Please review these Terms periodically and check the version date for changes. No waiver of any breach of the Terms will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the Terms, and no waiver of any provision shall be effective unless made in writing and signed by an authorized representative of WikiRealty. WikiRealty shall not be liable to you or any third party should WikiRealty exercise its right to modify or discontinue the Service or part of it.

21. Dispute Resolution and Arbitration

- a. Generally. In the interest of resolving disputes between you and WikiRealty in the most expedient and cost effective manner, and except as described in Sections 21(b) and (c), you and WikiRealty agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WIKIREALTY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- b. Exceptions. Despite the provisions of Section 21(a), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim. Nothing in this Section prevents WikiRealty from seeking equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by WikiRealty, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against WikiRealty, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.
- c. Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 21 within 30 days after the date that you agree to these Terms by sending a letter to WikiRealty, Inc., Attention: Legal Department – Arbitration Opt-Out, 10866 Wilshire Blvd, Suite 400, Los Angeles, CA 90028 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once WikiRealty receives your Opt-Out Notice, this Section 21 will be void and any



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action arising out of these Terms will be resolved as set forth in Section 24(b). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

- d. Arbitration Proceeding. Any arbitration between you and WikiRealty will be settled (i) by a single independent and impartial arbitrator with his or her primary place of business in Los Angeles, California and (ii) under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting WikiRealty. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. You and WikiRealty agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- e. Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). WikiRealty’s address for Notice is: WikiRealty, Inc., Attn: Chief Executive Officer, 10866 Wilshire Blvd, Suite 400, Los Angeles, CA 90028. The Notice of Arbitration must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or WikiRealty may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or WikiRealty must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by WikiRealty in settlement of the dispute prior to the award, WikiRealty will pay to you the higher of: (A) the amount awarded by the arbitrator; or (B) \$10,000.
- f. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and will include a statement setting forth the reasons for the disposition of any claim. You acknowledge that these Terms and your use of the Service evidences a transaction involving interstate commerce.
- g. Fees. If you commence arbitration in accordance with these Terms, WikiRealty will reimburse you for your payment of the filing fee, unless your claim is for more than \$1,000 or was filed in bad faith, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed

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upon in Los Angeles County, California, but if the claim is for \$1,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse WikiRealty for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- h. No Class Actions. YOU AND WIKIREALTY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and WikiRealty agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- i. Limitation on Bringing Claims. You and WikiRealty agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Services, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- j. Improperly Filed Claims. All claims you bring against WikiRealty must be resolved in accordance with this Section. All claims filed or brought contrary to this Section will be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, WikiRealty may recover attorneys' fees and costs up to \$5,000, provided that WikiRealty has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.
- k. Modifications to this Arbitration Provision. If WikiRealty makes any future change to this arbitration provision, other than a change to WikiRealty's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to WikiRealty's address for Notice of Arbitration, in which case your account with WikiRealty will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- l. Enforceability. If Section 21(h) or the entirety of this Section 21 is found to be unenforceable, or if WikiRealty receives an Opt-Out Notice from you, then the entirety of this Section 21 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 24(b) will govern any action arising out of or related to these Terms.



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22. Intellectual Property Infringement Policy and Claim Procedure.

- a. Repeat Infringer Policy. WikiRealty's intellectual property policy is to (i) remove or disable access to material that WikiRealty believes in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available on the Service, (ii) remove any User Content on the Services posted by a "repeat infringer," and (iii) terminate a "repeat infringer's" right to use the Services. You are a "repeat infringer" if you have uploaded User Content to the Services and WikiRealty has received more than two takedown notices compliant with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512) with respect to your User Content. WikiRealty has discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon WikiRealty's own determination.
- b. Procedure for Reporting Claimed Infringement. If you believe that any content made available on the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "**Notification of Claimed Infringement**" to the Designated Agent, as defined and identified below. Your Notification of Claimed Infringement may be shared by WikiRealty with the user alleged to have infringed a right you own or control or the general public, and you consent to WikiRealty making such disclosure. Your Notification of Claimed Infringement must include substantially the following:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
 - ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
 - iii. Identification of the specific 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 WikiRealty to locate the material;
 - iv. Information reasonably sufficient to permit WikiRealty to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
 - v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. 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.

You should consult with your own lawyer or review the Digital Millennium Copyright Act (17 U.S.C. § 512) to confirm your obligations with respect to providing a valid Notification of Claimed Infringement.

WikiRealty's designated agent for receipt of any Notification of Claimed Infringement (the "**Designated Agent**") may be contacted at the following address:



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WikiRealty, Inc.

Attn: Designated Agent

10866 Wilshire Blvd, Suite 400

Los Angeles, CA 90028

Email: copyright@WikiRealty.com

- c. Counter Notifications. If you receive a notification from WikiRealty that material made available by you on the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide WikiRealty with what is called a "**Counter Notification**." To be effective, a Counter Notification must be in writing, provided to WikiRealty's Designated Agent through one of the contact methods identified above and include substantially the following information:
- i. Your physical or electronic signature;
 - ii. Your name, address, and phone number;
 - iii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - iv. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled by mistake or misidentification;
 - v. Your consent to the jurisdiction of a federal court in the district where you live (if you are in the United States), or your consent to the jurisdiction of a federal court in Los Angeles County, California (if you are not in the United States); and
 - vi. Your consent to accept service of process from the party who submitted the Notification of Claimed Infringement or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or review the Digital Millennium Copyright Act (17 U.S.C. § 512) to confirm the party's obligations with respect to providing a valid Counter Notification.

- d. False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [WikiRealty] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." (See 17 U.S.C. § 512(f)). WikiRealty reserves the right to seek damages from you and any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.



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23. Term, Termination and Modification of the Service

- a. Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Services, and ending when terminated as described in Section 23(b).
- b. Termination. If you violate any provision of these Terms, your authorization to access the Services and these Terms automatically terminate. In addition, WikiRealty may, at its sole discretion, terminate these Terms or your account on the Services, or suspend or terminate your access to the Services, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting customer service at support@wikirealty.com.

Your rights under these Terms will terminate automatically if you fail to comply with any of these Terms. Upon Account termination, you must destroy or delete any copy of the Software in your possession. You also may terminate your Account at any time. You may terminate your use of the Services at any time by terminating your Account(s) and deleting any Software from your device or personal computer. To uninstall the Extension or any other Software that is on your computer, please see the "Help" information available via the applicable Software or contact us at help@wikirealty.com. To terminate your Account, you must send an email request to support@wikirealty.com. You remain solely liable for all obligations related to use of the Services, even after you have stopped using the Services. Neither WikiRealty nor any of our licensors, suppliers, or vendors is liable to you or to any third party for any loss caused by any termination of the Services or termination of your access to the Services, including any damage or loss to any data, computers, systems, or networks.

- c. Effect of Termination. Upon termination of these Terms: (i) your license rights will terminate and you must immediately cease all use of the Services; (ii) you will no longer be authorized to access your Account or the Services; (iii) you must pay WikiRealty any unpaid amount that was due prior to termination; and (iv) all payment obligations accrued prior to termination and Sections 1, 3, 7(e), 8, 9, 10, 11, 14, 15, 17, 18, 19, 20, 21, 23, 24 and 25 will survive.
- d. Modification of the Service. WikiRealty reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. WikiRealty will have no liability for any change to the Services or any suspension or termination of your access to or use of the Services.

24. Miscellaneous

- a. General Terms. These Terms, together with our [Privacy Policy](#) and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and WikiRealty regarding your use of the Services. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any

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provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- b. Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and WikiRealty submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Services from our offices in California, and we make no representation that any Content included in the Services is appropriate or available for use in other locations.
- c. Privacy Policy. Please review our [Privacy Policy](#) for information about our collection, use, storage and disclosure of your personal information. Our [Privacy Policy](#) is incorporated by this reference into, and made a part of, these Terms.
- d. Additional Terms. Your use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- e. Consent to Electronic Communications. By using the Services, you consent to receiving certain electronic communications from us as further described in our [Privacy Policy](#). Please read our [Privacy Policy](#) to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- f. Contacting Us. You may contact us at the following address: support@WikiRealty.com.
- g. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.
- h. No Scraping. You will not use data mining, robots, or other data gathering devices on the Services.
- i. International Use. The Services are intended for visitors located within the United States. We make no representation that the Services is appropriate or available for use outside of the United States. Access to the Services from countries or territories or by individuals where such access is illegal is prohibited.

25. Notice Regarding Apple.

This Section 25 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and WikiRealty only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with



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respect to the Services. If the Services fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Services. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.