



End-User License Agreement ("Agreement")

Last updated: APRIL 23 2023

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using OwnersRE.com ("Application").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and OwnersRE, Corp and it governs your use of the Application made available to you by OwnersRE, Corp.

If you do not agree to the terms of this Agreement, do not click on the "sign up" button and do not download or use the Application.

The Application is licensed, not sold, to you by OwnersRE, Corp for use strictly in accordance with the terms of this Agreement.

OwnersRE.com is not a licensed real estate broker. We provide a service to those owners of property to sell it without using a real estate broker or any licensed entity.

### **License**

OwnersRE, Corp grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

### **Restrictions**

You agree not to, and you will not permit others to:

license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

copy or use the Application for any purpose other than as permitted under the above section 'License'.

modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of OwnersRE, Corp or its affiliates, partners, suppliers or the licensors of the Application.

## Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of OwnersRE, Corp.

## Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to OwnersRE, Corp with respect to the Application shall remain the sole and exclusive property of OwnersRE, Corp.

OwnersRE, Corp shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

## Services Provided

TO SELLERS:

The fee charged will include:

1. Your listing posted on a variety of real estate search engine websites that permit homes listed for sale by the owner. By paying the fee you are allowing us to enter your home on these websites. Whenever possible we will be using your email and phone number provided. We will be posting in the description or where appropriate (Since each website is different.) the URL for your property's website.
2. A yard sign. The size of the yard sign may change from time to time.
3. A platform to enter your listing, your photos, description, the DNA of your property. You will also be able to state any commission you want to pay a realtor. This information is not shared with buyers only with licensed realtors.
4. Property website. A website that features your property. On this website all interested parties can:
  - a. Ask a question
  - b. Make an appointment
  - c. Make an offer
5. The website contains our proprietary software that allows buyers and realtors to sign up, provide pertinent information in order for our proprietary process to vet each person whom has signed up on your property's website. All of their information is also retained OwnersRE.com.

6. Provide a scheduling service where we contact you and make the appointments for interested parties.
7. All communication from a buyer or realtor is emailed to you.
8. We contact the loan officer on Pre approvals to ask proprietary questions to gauge the validity of the pre approval. This information is shared with you. We cannot guarantee every loan officer will reply to us.
9. Once you make us aware you are in contract we will follow up with the buyer to make sure they have done their part to move closer to closing. This can me and not be limited to applying for a mortgage, ordering an appraisal, ordering a title report.
10. Once you make us aware that you have closed we will update all of the websites we posted your property to.

#### TO BUYERS AND REALTOR USERS:

1. This service does not charge you any fee.
2. We are not realtors and are not listing agents.
3. We do not make any representations on behalf of the owner of the property you want to buy.
4. All of the information you enter into our systems will be shared with the owner of the property you are showing interest in, and those employed by Owners RE.com. Your information is never shared with anyone other than those mentioned above. NEVER.
5. Your question along with your contact information will be sent to the seller. There is no guarantee from us of how long it will take the seller to respond if at all. We do promise to email the owner your question.
6. If you make an offer, you will not be entering in any of your personal non public information. If you are making an all cash offer your proof of funds is required. We recommend you black out your account number.
7. If you want to make an appointment we will schedule the appointment with you and seller if the seller agrees and when is mutually agreed time.

#### **Modifications to Application**

OwnersRE, Corp reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

#### **Updates to Application**

OwnersRE, Corp may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that OwnersRE, Corp has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

### **Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that OwnersRE, Corp shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. OwnersRE, Corp does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

### **Privacy Policy**

OwnersRE, Corp collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at [www.OwnersRE.com/privacy-policy](http://www.OwnersRE.com/privacy-policy). By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

### **Term and Termination**

This Agreement shall remain in effect until terminated by you or OwnersRE, Corp.

OwnersRE, Corp may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from OwnersRE, Corp, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of OwnersRE, Corp's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

### **For U.S. Government End Users**

The Application and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48

C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### **Export Compliance**

You may not export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained.

In particular, but without limitation, the Application may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Application, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

### **Amendments to this Agreement**

OwnersRE, Corp reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

### **Governing Law**

The laws of New York, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

### **Contact Information**

If you have any questions about this Agreement, please contact us at 888-228-4009. Or email [Greg@OwnersRE.com](mailto:Greg@OwnersRE.com).

### **Entire Agreement**

The Agreement constitutes the entire agreement between you and OwnersRE, Corp regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and OwnersRE, Corp.

You may be subject to additional terms and conditions that apply when you use or purchase other OwnersRE, Corp's services, which OwnersRE, Corp will provide to you at the time of such use or purchase.