

## HomeSmart International, LLC Terms of Use and Privacy Policy

### Effective Date:

**WELCOME TO HomeSmart International, LLC. PLEASE READ THESE TERMS OF USE AND PRIVACY POLICY (OUR "AGREEMENT") CAREFULLY. This Agreement is a legal contract between you (an individual) and VirtuSmart, LLC and its affiliates ("VirtuSmart") that applies to your access and use of the HomeSmart International, LLC website ("SITE"). BY USING THE SITE, YOU CONFIRM THAT YOU AGREE TO THIS AGREEMENT, AND HAVE ACCESS TO THE INTERNET AND THE ABILITY TO MAKE HARD COPIES OF THIS AGREEMENT. PRINT OUT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

The terms "*we*," "*our*," "*us*," and "*VirtuSmart*" refer to VirtuSmart, the entity that runs and maintains the Site. The terms "*you*" and "*your*" refer to the individual identified during this Site registration process.

### **Our Commitment to Privacy**

We respect and are committed to protecting the personal information of all users of the Site. This Privacy Policy tells you how we will use and protect your personal information and how we will notify you if there is a security problem as required by applicable law.

### **Your User Account**

You can register for a Site account by creating a username and password on the Site, and agreeing to our online registration agreement. To create a profile you can add personal information into your account, such as email addresses, telephone numbers, and/or mailing addresses ("**Your Personal Information**"), but you do not have to add any personal information. If you add personal information into the profile, the personal information stays there until you change or remove it.

You promise that Your Personal Information entered into the Site is correct and applies only to you. You can only find your account information, profile, and personal information using the password you create.

We will never ask you for your password in a phone call or in an e-mail unless you call or e-mail us first and need help.

Remember to sign out of your account by clicking on LOGOUT to close your browser window when you finish each session on the Site. Using the LOGOUT button prevents others from seeing Your Personal Information if you share a computer with someone else, or use a computer in a library or other public place.

**YOU ARE RESPONSIBLE TO KEEP YOUR PASSWORD SECRET. IMMEDIATELY TELL US IF THERE IS A PROBLEM WITH YOUR ACCOUNT. YOU ARE RESPONSIBLE FOR ALL ACTIVITIES IN YOUR ACCOUNT.**

### **The Personal Information We Collect**

We may use Your Personal Information to improve your use of the Site. We also use general information about the Site and its visitors, such as pages viewed, number of visitors, etc. We do not link that general information to anyone by individual name, email address, home address, or telephone number. We use this general information to help improve the Site. We may provide this general information to third parties, but when we do, we do not share Your Personal Information without your permission.

### **The Way We Use Personal Information That Could Identify You**

Except as discussed above, we do not share Your Personal Information without your permission. We may use email addresses, telephone numbers, and/or mailing addresses to contact you regarding notices, Site services, new services, and your use of the Site. Certain types of notices have an opt out option and you can tell us you do not want to get such information from us by changing your account preferences or by contacting us at: *agentservices@hsmove.com*

We may use or share Your Personal Information to resolve disputes, investigate problems, and enforce the terms in this Agreement. At times, we may review the status or activity of multiple users to do so. We may share or access information whenever we believe in good faith that the law requires, to protect someone's health or safety, or if we believe it necessary to maintain the Site and improve our services. We also will share Your Personal Information on sale or reorganization of our company or its assets.

### **The Way We Protect Your Personal Information**

We use reasonable and current methods to prevent unauthorized access, keep information accurate, and ensure correct use of Your Personal Information on the Site. Your Personal Information in our systems is stored in an encrypted format.

**HOWEVER, NO PERSONAL INFORMATION SENT OVER THE INTERNET OR ANY WIRELESS NETWORK CAN BE GUARANTEED TO BE PERFECTLY SAFE. AS A RESULT, WHILE WE TRY TO PROTECT YOUR PERSONAL INFORMATION, WE CANNOT GUARANTEE THE SECURITY OF ANY INFORMATION YOU SEND TO US, AND YOU DO SO AT YOUR OWN RISK.**

### **What Happens If There Is a Security Breach of Your Personal Information**

If we believe Your Personal Information was shared because of a security problem, we will notify you as soon as is reasonable under the applicable state and federal laws, so long as the notification does not interfere with a criminal investigation.

## **Aggregated Data**

We may use general and aggregated information derived from personal information entered into the Site, as long as such information does not identify any individual and would not allow any individual to be identified using reasonable data processing and general industry knowledge and skills, and such use complies with applicable data privacy laws and regulations.

## **Protection of Your Personal Information By Other Websites**

This Privacy Policy covers only the use and sharing of information we collect from you on this Site. If you share Your Personal Information with other third party websites - even other websites linked from our Site - different rules may apply to their use or disclosure of the information you share with them. We encourage you to ask questions before you share Your Personal Information with others.

## **Fees**

You will not be charged for accessing or using information on the Site without your permission. Any fees will be described in a separate, online registration agreement between us.

## **We Can Suspend Your Account**

We can suspend or close your account on our Site at any time and for any or no reason. Our failure to enforce any right, or failure to take action against you regarding your breach of this Agreement, will not be a waiver by us of any later right or breach.

## **We Give You No Guaranty**

**THE CONTENT AVAILABLE ON THE SITE IS PROVIDED FOR INFORMATION ONLY. THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

WE ASSUME NO RESPONSIBILITY FOR YOUR USE OF THE SITE. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING INTEGRATION WITH YOUR SYSTEM, USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

NO REPRESENTATION OR PROMISE NOT CONTAINED IN THIS AGREEMENT - INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, OR THE RESULTS OF DEMONSTRATIONS - WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, WILL BE DEEMED TO BE A

WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF VIRTUSMART WHATSOEVER.

All Site Content is for information purposes only and should not be construed as real estate or financial advice. You are entirely responsible for your reliance on any Site Content. **DO NOT RELY ON INFORMATION ON THIS SITE. WE ARE NOT A SUBSTITUTE FOR YOUR JUDGMENT AS A REAL ESTATE PROFESSIONAL.**

**WE MAKE NO GUARANTEES THAT THE SITE OR CONTENT WILL HELP YOU ACHIEVE THE RESULTS YOU WANT.**

**We Are Not Liable To You In Any Way**

**WE ARE NOT RESPONSIBLE FOR DAMAGES TO YOU FOR ANY REASON.**

**THIS SECTION APPLIES TO YOU ONLY IF IT IS LAWFUL IN YOUR JURISDICTION.**

**We Are Not Responsible For Any Other Sites or Services**

The Site provides information for use by real estate professionals in assisting others in buying, selling and leasing real estate, and related services. We do not review or endorse any specific Content. We do not endorse any specific programs or services, products, procedures, investments, opinions, or other information that may be mentioned on the Site, or suggested or provided by any third party.

**You Will Reimburse Us in Certain Instances**

**YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS VIRTUSMART, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIRD PARTY CLAIMS RELATING TO (I) YOUR USE OF THE SITE OR EGROUUPS; (II) YOUR SUBMISSIONS; (III) THE SALE OR USE OF ANY INFORMATION COLLECTED BY YOU REGARDING INDIVIDUALS, INCLUDING WITHOUT LIMITATION ANY PERSONAL INFORMATION OF POTENTIAL SELLERS, BUYERS, LESSORS OR LESSEES OF REAL ESTATE; (VI) ANY COMMUNICATIONS OR CONTRACTS WITH OR BETWEEN YOU AND ANY THIRD PARTY; OR (VII) YOUR VIOLATION OF ANY APPLICABLE LAW OR REGULATION. YOU WILL NOT SETTLE OR COMPROMISE ANY CLAIM TO THE EXTENT THAT SUCH SETTLEMENT OR COMPROMISE MAY RESULT IN EXPENSES OR REDUCED RIGHTS FOR US, WITHOUT OUR PRIOR WRITTEN CONSENT.**

## **Communications Between You and Us**

You can contact us through this Site or send us an e-mail. Unless you tell us otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing.

You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent by us electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, please send us a written request to: *agentservices@hsmove.com*

## **How We Handle Electronic Records**

In general, we will keep all personal information collected through the Site for - at a minimum - the length of time required by law. However, we will remove any personal information that could be used to identify you when you close your account, when you ask, or as otherwise required by law.

We keep backup files as a protection against natural disasters, equipment failures, or other disruptions. Backup files protect you and us because they lower the risk of losing valuable information. Removing a record from our main files does not remove that record from any backup systems. It may take some time before all information in a backup record is completely erased. In the meantime, as long as backup records exist, they receive the same privacy and security protections as our other records.

If we give you a paper copy of an electronic record, the paper copy will be the controlling copy. Otherwise, you agree that the electronic record in our system will be the controlling copy.

## **How You Can Update, Correct or Remove Personal Information**

You can only access, update, correct, or remove Your Personal Information by creating an online account. You can close your account at any time.

You may request a copy of Your Personal Information and a list of anyone we have shared your information with by contacting us through your online account. However, after your account is closed and our standard policies will apply, which may include deletion of all Your Personal Information and any information related to you at all from our systems. **You are responsible for making sure any information you input or uploaded into the Site that you want to keep**

is properly backed up so you have access to it after your account is closed. We do not return any data or Submissions after your account is closed.

### **Applicable Law and Dispute Resolution**

**THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, EXCLUDING ITS LAWS REGARDING CONFLICTS OF LAWS. NEITHER OF US MAY BRING PROCEEDINGS MORE THAN EIGHTEEN (18) MONTHS AFTER THE ACTUAL EVENT OCCURRED, EXCEPT FOR PROCEEDINGS FOR NON-PAYMENT. ANY CONTRACT DISPUTE OR CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT SHALL BE FINALLY SETTLED BY BINDING ARBITRATION IN SCOTTSDALE, ARIZONA IN ACCORDANCE WITH THE THEN CURRENT RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION BY ONE (1) ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION.** Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party. In the event that any arbitration, action or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction without first complying with the arbitration provisions of this Section.

If any part of this Agreement becomes illegal or unenforceable, that part will be deemed deleted from this Agreement, and the remainder of this Agreement will continue in full force and effect, in a manner that gives effect to the original intent between you and us.

### **Our Contact Information**

VirtuSmart, LLC  
3131 E. Camelback Road  
Suite 125  
Phoenix, Arizona 85016

### **Changes to Our Agreement**

We will tell you of any changes to this RealSmart Agent® Registration Agreement at least two (2) weeks before the changes take effect.

**IF YOU CONTINUE TO USE THE SITE AFTER CHANGES TO THE AGREEMENT, YOU HAVE AGREED TO THE CHANGES.**