

## Terms of Use

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These Terms of Use (“Terms”) are entered into by and between Keller Williams Realty, Inc. and its affiliates and associated companies (“KWRI”), who are providing this website (“Site”), and the party accepting these Terms (“you”) as set forth below, effective as of the date of such acceptance.

### 1. Acceptance of Terms

**By clicking “Start” you accept these Terms and agree to be bound by these Terms. Each time you use the Site, you agree to be bound by these Terms. If you do not agree with these Terms, you must not accept these Terms and may not use the Site.**

### 2. Changes

KWRI reserve the right to change these Terms from time to time in its sole discretion by posting such revised Terms on the Site. Your continued use of the Site following any change constitutes your acknowledgement of the change and your agreement to be bound by the modified terms and conditions.

### 2. Site Access

In order to use the Site, you may be required to register for an account or you may be provided a link to access your account on the Site. You are responsible for maintaining the confidentiality of your access to the Site. You are solely responsible for all usage of your user account and may not share your access to the Site with others. You agree to immediately notify KWRI via the support link on the Site of any unauthorized use of your user account or any other breach of security that is known or suspected by you.

### 3. The Service

KWRI makes available, through the Site, to potential associate recruits (you) of Keller Williams Market Centers (the “Market Centers”) access to certain tools and services accessible through the Site, including, but not limited to, recruitment services (the “Service”).

Information you share on the Site may be shared with Market Centers. If you do not want your information used in this manner, you must not accept these Terms and you will not be allowed to use the Service or the Site. You agree that KWRI shall have no obligation to provide you with a copy of the information provided to the Market Centers.

KWRI is not responsible for any decision made by the Market Centers directly or indirectly, including whether to recruit you, as a result of the Service.

If you require an accommodation as defined by the Americans With Disabilities Act of 1990, as amended (the “ADA”), it is your responsibility to request one from the Market Centers by contacting the Market Centers directly.

***By accessing the Site, you agree not to bring, file, or participate in any claim, suit, or complaint against KWRI as a result of any decision made by the Market Centers, including whether to recruit you, or by any other person.***

#### **4. Your Responses and Privacy Policy.**

You agree to provide accurate and complete responses to all questions asked on the Site. Should KWRI and/or a Market Center suspect that such information is untrue, inaccurate, not current or incomplete, KWRI has the right to suspend or terminate your use of the Service and/or your access to the Site. You hereby grant KWRI a non-exclusive, perpetual, royalty-free license to use the responses provided by you in any manner and through any medium in the sole discretion of KWRI, provided such use is in accordance with the Privacy Policy, which may be modified by KWRI from time to time (the "Privacy Policy").

To the extent that the Market Centers requests that we disclose your personally identifying information collected and certain other information about you, different policies may apply. KWRI does not control the privacy policies of the Market Centers or any third party and you agree that KWRI is not responsible or liable for the use and/or dissemination of your personally identifiable information by Market Centers. We encourage you to contact the applicable Market Centers for information regarding their privacy policies. If you do not want your legally protected personally identifiable information shared with Market Centers, you must not accept these Terms and you will not be allowed to use the Service or the Site.

#### **5. Your conduct**

By using the Site and/or the Service, you explicitly agree that:

- (a) You will not impersonate or misrepresent your association with any person or entity.
- (b) You will not attempt, through any means, to gain unauthorized access to the Site, or another user's account on the Site.
- (c) You will not use any robot, spider, other automatic device, or manual process to monitor or copy web pages or the content contained in the Site.

#### **6. Indemnity**

You agree to indemnify and hold harmless KWRI and Market Centers and the KWRI's and Market Centers' respective representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders (collectively "Indemnified Persons"), from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of your use of the Site or Services, your conduct or connection with the Site or Service, your provision of content, your violation of these Terms, or any other violation by you of the rights of another person or party.

#### **7. No Warranties**

**To the maximum extent permitted by law, you agree that your use of the Site and the Service is at your own risk. The Site and Service are provided to you “as is”, and KWRI and Market Centers expressly disclaim all warranties of any kind, either implied or express, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.**

#### **8. Limitation of Liability**

**To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Service. KWRI, Market Centers and the other Indemnified Persons won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or any such persons have been advised of the possibility of those damages. KWRI's, Market Centers' and the other Indemnified Persons' total cumulative liability hereunder will not exceed \$100. KWRI and its related Indemnified Persons are not liable for any damages arising out of reliance on the information contained in or derived from the Service or any decision made by the Market Centers directly or indirectly as a result of the Service. You agree not to bring, file, or participate in any claim, suit, or complaint against KWRI, Market Centers or the other Indemnified Persons as a result of any decision, including whether to recruit you, made by the Market Centers or by any other person.**

#### **9. Reservation of rights**

Title, ownership rights, and all intellectual property rights in and to the Site and the Service, including, without limitation, patents, copyrights, trademarks and trade secrets, shall remain with KWRI or Market Centers, as applicable, and/or their licensors. The Site and/or Service are proprietary to KWRI and/or Market Centers and are protected by the copyright laws of the United States and international copyright treaties. By making the Site and the Services available to you, KWRI and Market Centers are not providing you with any implied or express licenses or rights, and you will have no rights to make any commercial use of the Site or Services.

All material on the Site, including, without limitation, all informational text, design of and “look and feel” of the Site, layout, photographs, graphics, audio, video, messages, files, documents, images or other materials (collectively, the “Materials”), whether publicly posted or privately transmitted, as well as all derivative works, are owned by KWRI, Market Centers, or other parties that have licensed their material to KWRI or Market Centers and is protected by copyright, trademark and other intellectual property laws.

#### **10. Termination**

KWRI may at any time and for any reason disable or terminate or suspend your access to the Site and/or Service. You agree that KWRI and Market Centers will not be liable to you or any third party for any termination of your access to any Material, content, the Service and/or the Site.

## **11. Governing Law**

You agree that these Terms will be applied and construed according to the laws of the State of Texas without regard to conflicts of laws provisions. If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of these Terms will still be valid. Any dispute related to these Terms or the Service or the Site will be decided by the state and federal courts in Travis County, Texas, and each party will be subject to the jurisdiction of those courts.

## **13. Waiver**

The failure of any party to assert any right under these Terms will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect. No waiver by either party of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default.

## **13. Timeliness**

You agree that any claim or cause in respect of the Site or Service must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation.

## **14. Assignments**

KWRI may assign its rights and obligations under these Terms; in this event, such party will be relieved of any further obligation.

## **15. Entire Agreement**

These Terms and the Privacy Policy together make up the entire agreement between you and KWRI with respect to the subject matter hereof.

## **16. Beneficiaries**

Market Centers are intended third-party beneficiaries to these Terms. There are no other third-party beneficiaries.