

Updated January 13, 2015

Apaus, Inc. doing business as homecoin.com (further referred to as “we”, “us”, “the website”, “website”, “homecoin”, “homecoin.com” and “our”) is a Delaware corporation, with registered agent services through:

Apaus, Inc.
c/o InCorp Services, Inc.
Suite 600, One Commerce Center
1202 Orange Street
Wilmington, DE 19801

We can be contacted at the following address:

Apaus, Inc (dba homecoin.com)
PO Box 3061
San Diego, CA 92163

or

<https://www.homecoin.com/company/contact/>

We own and operate this website and provide services and information (“services”) to you (“users” and “customers”), which are subject to and under the following Terms and Conditions of Use (further referred to as the “terms”, “conditions”, and “agreement”).

A CONDITION OF USING THIS WEBSITE IS AGREEMENT WITH THESE TERMS AND CONDITIONS OF USE. USAGE OF homecoin.com (“WEBSITE”) CONSTITUTES UNDERSTANDING, AGREEMENT, AND ACKNOWLEDGEMENT OF THESE TERMS AND CONDITIONS, AND AGREEMENT THAT YOU ARE BOUND BY THESE TERMS AND CONDITIONS OF USE, WITHOUT ANY EXCEPTIONS. YOU FURTHER UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT ALL SERVICES ARE GOVERNED BY THESE TERMS, WHICH MAY NOT BE MODIFIED IN ANY WAY BY YOU. IN ADDITION, YOU AGREE THAT SIGNATURES ARE NOT REQUIRED ON BEHALF OF EITHER YOURSELF OR US IN ORDER FOR YOU TO BE BOUND BY THESE TERMS. THESE TERMS MAY CHANGE FROM TIME TO TIME SO USERS MUST CHECK BACK PERIODICALLY AS THE CONTINUED USE OF THE WEBSITE AFTER THE POSTING OF CHANGES INDICATES ACCEPTANCE BY THE USER OF THE CHANGES. ALL USAGE OF THE WEBSITE BY YOU WILL BE IN ACCORDANCE WITH THE CURRENT TERMS AND CONDITIONS OF USE IN EFFECT, REGARDLESS OF THE TERMS AND CONDITIONS OF USE IN EFFECT WHEN YOU INITIALLY BEGAN USING THE WEBSITE. If we believe you have violated any of these terms or acted outside the spirit of the terms, you hereby agree that your account may be terminated without notice and/or any content that you have posted may be deleted. YOUR USE OF THE WEBSITE SERVES AS ACKNOWLEDGMENT THAT YOU UNDERSTAND homecoin.com IS NOT A LICENSED ATTORNEY AND ANY INFORMATION ACQUIRED FROM THE WEBSITE IS NOT TO BE CONSIDERED REAL ESTATE OR LEGAL ADVICE FROM homecoin.com. ALL INFORMATION AND GUIDANCE FOUND ON THE homecoin.com WEBSITE COMES WITHOUT GUARANTEE OF ACCURACY. IF YOU DISAGREE WITH ANY OF THE TERMS AND CONDITIONS LAID OUT IN THIS DOCUMENT, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF homecoin.com. CERTAIN ADDITIONAL PORTIONS AND SERVICES OF homecoin.com MAY BE SUBJECT TO ADDITIONAL TERMS AND

CONDITIONS WHICH APPEAR WHEN UTILIZING THOSE PORTIONS AND SERVICES (THEIR TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE). THE TERMS AND CONDITIONS OF THE ADDITIONAL PORTIONS AND SERVICES SHALL GOVERN WHEN IN CONFLICT WITH THESE TERMS AND CONDITIONS.

OUR PRIVACY POLICY MAY BE FOUND AT THE FOOTER OF OUR HOME PAGE (homecoin.com) AND IS HEREBY INCORPORATED BY REFERENCE.

ACCOUNT REGISTRATION AND RESPONSIBILITY:

You accept all responsibility for activities that occur under an account that you register, and you agree not to transfer your account or any rights of your account, in any manner. It is your responsibility to keep your account login, password, and PIN confidential. By registering an account on homecoin.com, you claim to have sole access to the account of the email address provided. Contact us immediately if you believe your account has been accessed by someone without your authorization.

IF YOU INADEQUATELY PROTECT YOUR PASSWORD OR PIN AND CHARGES ARISE FROM THE UNAUTHORIZED USAGE OF YOUR ACCOUNT, YOU AGREE TO PAY ALL CHARGES ASSOCIATED WITH THE UNAUTHORIZED USAGE OF YOUR ACCOUNT, AND YOU AUTHORIZE homecoin.com TO AUTOMATICALLY BILL THOSE CHARGES TO YOUR CREDIT CARD OR OTHER FINANCIAL ACCOUNT.

You agree that your account may be terminated by us if it remains inactive for a period of one (1) year or longer. Any abnormal or spoof-like behavior which is linked to your account will cause homecoin.com to notify you and any parties which with you are conducting a real estate transaction.

CUSTOMER ACCOUNT ACCURACY:

You agree to submit only accurate and current information to the website. You also agree to keep all information updated so that it is true and complete at all times. If we discover or suspect any information you have submitted to be untrue, inaccurate, misleading, or incomplete we may remove the information, suspend your account, and/or delete your account altogether at any time and deny any future service to you.

YOU AGREE TO LIST, MARKET, AND/OR TRANSACT ON homecoin.com ONLY THOSE PROPERTIES WHERE YOU ARE THE OWNER OR HAVE THE EXPRESS WRITTEN CONSENT OF THE OWNER TO ACT ON THEIR BEHALF.

USER CONDUCT:

You agree to the following:

- You are solely responsible for compliance with all laws and the payment of any taxes that may result in your use of the website.
- You will not use software or any devices to “scrape,” “crawl” or “spider” any web pages or data contained within, or available through, the website.
- You will not use any automated scripts to interact with the website.
- You will not interfere with or damage our website through any means.
- You will not use our website to present or distribute any false information or unsolicited commercial ads.

- You will not misrepresent yourself or impersonate another.
- You will not display any pricing or offer any products or services which you do not intend to honor.
- You will not use our website to solicit our users to join third-party services that are competing with homecoin.com.
- You will not encourage any user to violate these terms and conditions.
- You will not reverse engineer or copy any code from the website.

PRICES AND AVAILABILITY:

All prices are subject to change at any time, are dependent upon the discounts or specials in effect at any given time, and certain products may not be available in all areas. The sales channel chosen (internet, fax, email, phone, etc.) and location may dictate the pricing for any given product.

EMAIL COMMUNICATIONS FROM HOMECOIN.COM:

We will occasionally send out emails to our customers which highlight new products/services/features and keep you up to date on what is happening at homecoin.com. You may opt-out of or modify the frequency of our communications to you by logging in and proceeding to <https://www.homecoin.com/account>.

RETURN POLICY:

1. General homecoin.com Return Policy:

Once a product has been printed or a service has been initiated, you will be unable to return or cancel that item. Contact the third-party vendor (defined below) who is assisting you immediately if you wish to cancel an ordered product or service that not yet been delivered. Should we verify an item may be cancelled, we will issue a refund to the credit card on which it was ordered.

2. Damaged Products:

Products damaged during shipping are eligible for a replacement.

3. Third-Party Vendors:

homecoin facilitates transactions between consumers and third-party vendors (such as real estate agents or printers). Whenever possible, it is best to speak directly to the third-party vendor that the user has chosen on the homecoin.com website, as the third-party vendor is ultimately responsible for producing the desired products and services.

HOMECOIN.COM LISTING INFORMATION:

You may chose to list your property on homecoin.com for free through the website. It is your responsibility to keep all information and photos on the listing current and to remove the listing when it is no longer for sale. We may periodically email customers to validate that their listing is still active. Failure to respond to these emails may result in the deletion of the listing from homecoin.com. By submitting your listing for inclusion on homecoin.com you are agreeing to place the listing, and any information and photos contained within, to the full view of the public. You also agree that we may use your listing in the promotion of homecoin.com to the public.

IMPORTANT: There are certain safety precautions you may wish to take in the sale of your property. The actions taken in advertising and marketing your property (including, but not limited to, erecting a for sale sign, placing your property on homecoin.com, purchasing MLS service, purchasing lockbox service, distributing flyers, holding open houses, giving tours of the property, and publishing photos and/or video) all may put your personal safety, the safety of your family, and your property in danger. You are encouraged to store all valuables, drugs, and weapons in a safe location and to purchase and/or maintain insurance. In the past, home sellers and real estate agents have been victims to crimes perpetrated by individuals pretending to be potential buyers. You must take all reasonable and necessary precautions to safeguard your safety and the safety of others during the sale of your property.

MLS SERVICE INFORMATION:

homecoin.com facilitates the procurement of MLS Listing service between sellers and real estate agents. homecoin.com is not the agent who will be listing property on the local MLS. homecoin.com allows third-party agents to list their prices on our website so consumers may choose the third-party agent that best suits their needs. All customers who purchase MLS listing service are responsible for providing the necessary information required by the applicable local MLS service to make the listing viewable by users of the MLS and the general public. If you request the cancellation of your listing from the MLS and later decide to re-list the property on the MLS through homecoin.com, you may be required to purchase new MLS listing service. ALL REQUESTED MLS LISTING CHANGES MUST BE SUBMITTED ELECTRONICALLY IN THE "MLS LISTING"™ SECTION. If your property is currently listed with a licensed real estate broker, this service is not to be considered a solicitation for listing. MLS service may be subject to additional restrictions for various reasons including, but not limited to, changes in laws or changes in regulations. THE ONLY RECOURSE AVAILABLE TO YOU IN THE EVENT THAT YOU OBJECT TO ANY CHANGES IN MLS LISTING SERVICES IS TO DISCONTINUE THE USE OF THE MLS LISTING SERVICES. YOUR CONTINUED USE OF MLS LISTING SERVICES FOLLOWING THE POSTING OF CHANGES OR THE NOTIFICATION OF CHANGES INDICATES YOUR ACKNOWLEDGMENT AND AGREEMENT WITH THE CHANGES.

REAL ESTATE SIGNS:

You should check your local regulations and MLS listing agreement prior to purchasing any real estate signs from homecoin.com as the local regulations and MLS listing agreement may be stringent to the point where the signs purchased through homecoin.com are not legally able to be displayed due to size, color, or other factors. THERE IS NO REFUND AVAILABLE ON REAL ESTATE SIGNS ONCE THEY HAVE BEEN PRINTED, WITHOUT EXCEPTION.

REFERRALS:

We do NOT sell customer information to any third-parties and will only refer you to a third-party at your request. homecoin.com MAKES NO CLAIMS AS TO THE ACCURACY, LEGALITY, OR QUALITY OF ANY OF THE PRODUCTS OFFERED BY THESE THIRD-PARTY VENDORS, WEBSITES, OR BUSINESSES. YOUR USE OF homecoin.com SERVES AS YOUR UNDERSTANDING, AGREEMENT, AND ACKNOWLEDGEMENT THAT homecoin.com IS NOT LIABLE IN ANY WAY FOR THE PRODUCTS OFFERED BY THESE THIRD-PARTY WEBSITES OR BUSINESSES. homecoin.com allows third-party vendors (such as real estate agents) to create accounts on our website so they may advertise their pricing.

THIRD-PARTIES:

Any transactions or communications you have through homecoin.com with parties other than

homecoin.com are completely and without exception between you and that third-party. homecoin.com is not involved whatsoever in any transaction or discussions you have with the third-parties in question. Communications and issues regarding purchases through third-parties are to be resolved with that third-party and should not be referred to homecoin.com as we have no part in that transaction. YOUR USE OF homecoin.com SERVES AS YOUR UNDERSTANDING, AGREEMENT AND ACKNOWLEDGEMENT THAT homecoin.com HAS NO LIABILITY WHATSOEVER RELATED TO THE PURCHASE OF ANY GOODS, SERVICES, OR OTHER INFORMATION FROM THIRD-PARTIES FOUND THROUGH HOMECOIN.COM, NOR ARE WE RESPONSIBLE FOR ANY HARM CAUSED BY YOUR RELEASE OF INFORMATION TO A THIRD-PARTY. Customers are cautioned to review the privacy policies and terms of use / conditions of use for third party vendors prior to conducting business or providing personal information to the third-party vendors. WE DO NOT ENDORSE OR WARRANT ANY OTHER PARTY OR THE PRODUCTS AND SERVICES THEY PROVIDE. Links to third-party websites is presented for additional information purposes only, although the third-party source may or may not be accurate. homecoin.com makes no representation as to the accuracy of any website or information provided by a third-party vendor on homecoin.com or anywhere else.

PROPERTY SYNDICATION TO THIRD-PARTY WEBSITES:

You may elect to have your property listing sent to third-party websites to increase the exposure to potential buyers. IF YOUR LISTING IS REJECTED BY ANY OF THESE THIRD-PARTY WEBSITES, YOU SHALL HAVE NO RECOURSE AGAINST HOMECOIN.COM, NOR SHALL YOU BE ENTITLED TO A REFUND OF ANY SORT. The list of third-party websites that we syndicate to is subject to change at any time, for any reason, and without notice to you. In addition, you are not entitled to a refund of any money paid if you disagree with the changes that have been made. THE ONLY RECOURSE AVAILABLE TO YOU IN THE EVENT THAT YOU OBJECT TO ANY OF THE CHANGES IN THE LIST OF THIRD-PARTY WEBSITES THAT WE SYNDICATE TO IS TO DISCONTINUE THE USE OF homecoin.com. Third-party websites are not under the control of homecoin.com and therefore we cannot guarantee that your listing will display properly, if at all, on the third-party websites. In addition, we are not responsible for any changes made to the third-party websites as they are completely out of our control. YOUR USE OF homecoin.com SERVES AS YOUR UNDERSTANDING, AGREEMENT AND ACKNOWLEDGEMENT THAT homecoin.com HAS NO LIABILITY WHATSOEVER IN REGARDS TO (1) THE THIRD-PARTY WEBSITES THAT WE CHOOSE TO SYNDICATE TO (2) THE MANNER IN WHICH THIRD-PARTY WEBSITES USE, DISPLAY, AND/OR MODIFY YOUR PROPERTY LISTING. THE ONLY RECOURSE AVAILABLE TO YOU IN THE EVENT THAT YOU OBJECT TO ANY OF THESE TERMS AND CONDITIONS IS TO DISCONTINUE THE USE OF homecoin.com. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE POSTING OF CHANGES OR THE NOTIFICATION OF CHANGES INDICATES YOUR ACKNOWLEDGMENT AND AGREEMENT WITH THE CHANGES.

WEBSITE USE AND STORAGE LIMITATIONS:

Any services that we provide free of charge are subject to change at any time, for any reason, and without notification to you. We may establish limits on the usage of our service, including (but not limited to): (1) the number of times and/or length of time which you utilize our service (2) the retention of your historical account data. THE ONLY RECOURSE AVAILABLE TO YOU IN THE EVENT THAT YOU OBJECT TO ANY OF THESE TERMS AND CONDITIONS IS TO DISCONTINUE THE USE OF homecoin.com. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE POSTING OF CHANGES OR THE NOTIFICATION OF CHANGES INDICATES YOUR ACKNOWLEDGMENT AND AGREEMENT WITH THE CHANGES. Customers have a duty to periodically check for any changes to that we may make to these terms and conditions. Use of the website requires a javascript

enabled Google chrome browser, version 39 or greater (download for free at <https://www.google.com/chrome>) and Adobe reader, version 10.1.2 or greater (download for free at <http://get.adobe.com/reader/>).

CONTENT YOU PROVIDE:

In providing any content that is to be displayed on homecoin.com you warranty that:

1. you have all necessary rights to the content provided;
2. the information provided is accurate, up to date, and complete;
3. if the content is a property listing, you are the owner of the property or have the expressed written consent of the property owner to take such actions;
4. the content does not violate these Terms and Conditions of Use;
5. the content will not cause injury to any party;
6. you are not infringing on any intellectual property rights of any third-party.

It is particularly important that you have own the rights to photos, virtual tours, or other similar media that is uploaded to homecoin.com. Any media which was generated by a previous real estate agent or other party in the selling of your home must be released to you by that party. You agree to pay any fines associated with your use of content that you do not own the rights to use.

You agree that any content you provide is submitted to homecoin.com with the understanding that you will not receive any compensation for the content. You also agree to grant homecoin.com the perpetual, irrevocable, royalty-free license to utilize the content in any way we see fit, including (but not limited to): displaying, distributing, manipulating, storing, and creating adaptive works from the original content. We may conduct any of the aforementioned utilizations through any communication medium or technology available currently or developed in the future. You understand and agree that we will share the content you provide to third-party websites. Any content provided to homecoin.com should be considered by yourself as information available to the general public, without exception. In addition, you grant homecoin.com the right to use your content in promotional materials for our website.

ANY FALSE, OFFENSIVE, MISLEADING, DECEPTIVE OR DISCRIMINATORY CONTENT POSTED ON homecoin.com IS A VIOLATION OF THESE TERMS AND WILL LEAD TO AN IMMEDIATE SUSPENSION OF YOUR ACCOUNT.

LEGAL DOCUMENTATION AND ASSISTANCE:

homecoin.com does not guarantee the accuracy or legality of input provided by customers into any transaction documentation obtained through homecoin.com. homecoin.com is not licensed to provide legal services of any sort and cannot answer any questions regarding legally binding transactions. homecoin.com does not guarantee the accuracy or legality of any information found on our website. AN ATTORNEY-CLIENT OR BROKER-CLIENT RELATIONSHIP IS NOT CREATED THROUGH THE USE OF homecoin.com. IF YOU NEED LEGAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL AS THEY ARE THE ONLY PEOPLE WHO CAN PROVIDE THESE SERVICES TO YOU. YOU SHOULD CONSULT A PROFESSIONAL TO VERIFY THE SPECIFIC TERMS OF YOUR CONTRACT ARE LEGALLY BINDING AND IN ORDER. IN ADDITION, YOU UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT homecoin.com IS NOT PROVIDING LEGAL ADVICE. THE USE OF REAL ESTATE FORMS PROVIDED BY OR THROUGH homecoin.com IS AT YOUR OWN RISK.

HOMECOIN.COM DOES NOT STORE ANY DOCUMENTATION FOR ANY USER ON THE WEBSITE. IF YOU WISH TO OBTAIN A COPY OF ANY DOCUMENT WHICH YOU HAVE SIGNED, YOU MUST DOWNLOAD THAT DOCUMENT TO YOUR COMPUTER. TRANSACTIONS THAT ARE NOT ACTIVELY BEING CONDUCTED ARE SUBJECT TO BEING REMOVED FROM THE WEBSITE AT ANY TIME.

homecoin.com may provide forms to users which have been completed in red color text, so as to indicate what information has been pre-written (black text) and what information has been provided by users (red text). Individuals who are colorblind should seek assistance with homecoin forms.

ELECTRONIC SIGNATURE:

By entering your PIN to sign any document you explicitly agree to use and accept electronic signature for any transaction or document created through homecoin.com. By electronically signing any document you agree to have read, understood, and received a copy of that document. You agree not to share your PIN or enter the PIN of any other seller to sign on their behalf. Signing on behalf of any other person may constitute real estate fraud and is illegal.

REAL ESTATE BROKERAGE AND ADVICE:

A BROKER-CLIENT RELATIONSHIP IS NOT CREATED WITH US THROUGH THE USE OF homecoin.com. IF YOU NEED REAL ESTATE ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL AS THEY ARE THE ONLY PEOPLE WHO CAN PROVIDE THESE SERVICES TO YOU. IN ADDITION, YOU UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT IN THE EVENT homecoin.com PROVIDES SERVICES THAT REQUIRE A BROKERAGE LICENSE, A SEPARATE AGREEMENT WILL BE PROVIDED WHICH STATES THE LIMITATIONS OF THE SCOPE OF SERVICES PROVIDED BY homecoin.com. UNDER NO CIRCUMSTANCES WILL homecoin.com EVER REPRESENT ANY PARTY IN ANY REAL ESTATE TRANSACTION.

BUSINESS IDEAS:

homecoin.com may solicit feedback from users and the general public on future products/services. In the event you choose to submit ideas to homecoin.com, you do so with the understanding that you will not be compensated in any manner whatsoever for the idea and you are waiving any claim to compensation from homecoin.com or any of its partners which may chose to utilize the idea.

LIMITATION OF LIABILITY:

ALL GOODS, SERVICES, AND INFORMATION OBTAINED THROUGH homecoin.com IS PROVIDED "AS AVAILABLE" AND "AS IS". YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT homecoin.com MAKES NO GUARANTEE THAT THE GOODS, SERVICES, AND INFORMATION OBTAINED THROUGH THE WEBSITE AND ANY THIRD-PARTY VENDORS ON THE WEBSITE WILL MEET YOUR PARTICULAR REQUIREMENTS, BE UNINTERRUPTED, SECURE, TIMELY AND WITHOUT ERROR. YOU UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT homecoin.com AND ANY OF ITS EMPLOYEES AND THE COMPANIES ASSOCIATED WITH homecoin.com ARE NOT LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES RELATED TO THE LOSS OF DATA, OPPORTUNITIES, AND PROFITS ASSOCIATED WITH THE USE OUR SERVICES. IN ADDITION, WE ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS AND MANIPULATION OF YOUR ACCOUNT INFORMATION BY THIRD-PARTIES. IN NO EVENT AND UNDER NO CIRCUMSTANCES

SHALL homecoin.com AND ANY EMPLOYEES OR PARTNERS BE HELD LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES. homecoin.com MAKES NO GUARANTEES IN REGARDS TO THE ACCURACY OF ANY INFORMATION THAT IS DISPLAYED ON OUR WEBSITE. BY USING OUR WEBSITE YOU AGREE AND ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE ACCURACY OF THE INFORMATION DISPLAYED AND WE ARE NOT RESPONSIBLE FOR THE ACTIONS OF THIRD-PARTIES ON OUR WEBSITE. THE USE OF homecoin.com IS AT YOUR OWN RISK. homecoin.com IS NOT LIABLE FOR ANY DAMAGE TO YOU CAUSED BY A THIRD-PARTY FOUND THROUGH THE USE OF OUR WEBSITE.

RESOLUTION OF DISPUTES:

You agree that all claims and disputes with homecoin.com, its employees, and related companies and affiliates will be brought within one (1) year of when the claim or dispute initially occurred. You also agree that any claim or dispute received after this one year period is invalid, unable to be collected upon, and will no longer heard. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of California, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect. Any portion of the Agreement which has been rendered or declared invalid shall be enforced to the maximum extent possible. Should we choose to not enforce any section of this Agreement or any other agreement between homecoin.com and you, that decision not enforce does not mean we will never enforce the section in the future. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. homecoin.com agrees to pay half of the cost for the arbitrator, while you agree to pay the other half.

INDEMNITY AGREEMENT:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, homecoin.com AND ITS EMPLOYEES, RELATED COMPANIES, THIRD-PARTY VENDORS AND PARTNERS FROM ALL DAMAGES (INCLUDING LEGAL COSTS) AND CLAIMS (INCLUDING, BUT NOT LIMITED TO, PRIVACY VIOLATIONS, INTELLECTUAL PROPERTY VIOLATIONS, TRADE DISPARAGEMENT, DEFAMATION, AND SLANDER) THAT ARISE FROM:

1. THE VIOLATION OF THESE TERMS AND CONDITIONS OF USE BY YOU
2. YOUR USE OF THE WEBSITE
3. ANY CONTENT OR TRANSMISSIONS FROM YOUR ACCOUNT, REGARDLESS IF THE CONTENT OR TRANSMISSION WAS ORIGINATED BY YOU
4. OUR USE OF ANY CONTENT YOU PROVIDE
5. THE INCORRECT USE OF LEGAL DOCUMENTS OBTAINED THROUGH [HOMECHAIN.COM](http://homecoin.com).

GOVERNING LAW:

The laws of the State of California govern these Terms and Conditions of Use and they are to be construed in accordance with California law without regard to its conflicts with this document. Any dispute arising under or in connection with these terms and conditions or related to any matter which is the subject of these terms and conditions shall be subject to the exclusive jurisdiction of the state and/or federal courts located in San Diego, California.

ADDITIONAL ITEMS:

CERTAIN JURISDICTIONS MAY NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, IN SUCH CASES THE SCOPE AND DURATION OF THE IMPLIED WARRANTY IN QUESTION SHALL BE THE MINIMUM REQUIRED IN THE JURISDICTION IN QUESTION. IF ANY PORTION OF THIS ENTIRE TERMS AND CONDITIONS OF USE IS FOUND TO BE UNENFORCEABLE, THAT PORTION SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW AND THE REMAINING TERMS AND CONDITIONS OF USE SHALL REMAIN IN FULL EFFECT. SHOULD homecoin.com NOT ENFORCE ANY PORTION OF THIS TERMS AND CONDITIONS OF USE, IT SHALL NOT CONSTITUTE A WAIVER OF THAT PORTION.

INTELLECTUAL PROPERTY INFRINGEMENT:

If you believe to have found content on homecoin.com which infringes upon your intellectual property, please contact us at the address provided at the beginning of this document. Include the following information:

1. Description and location (including URL) of the content that you believe to be in violation of your intellectual property.
2. Your physical address, email address, and telephone number.
3. A statement from you, under penalty of perjury, that you believe in good faith that the content in question is in violation of the intellectual property of yourself or your client.

NOTE: ANY PERSON WHO KNOWINGLY MAKES A MISREPRESENTATION IN REGARDS TO THEIR INTELLECTUAL PROPERTY BEING VIOLATED IS SUBJECT TO LIABILITY UNDER THE COPYRIGHT ACT.

“DO NOT CALL” REGISTRIES:

It is illegal to contact via telephone those individuals who have listed their homes on homecoin.com and included a phone number that is also on a state or federal “Do Not Call” registry (if listed there for more than 30 days) if you are acting in the capacity of a real estate professional AND you do not have a pre-existing business relationship with that individual OR you have previously received written authorization from that person to contact them. IF YOU ARE A homecoin.com CUSTOMER AND YOU HAVE RECEIVED TELEPHONE CALLS THAT ARE IN VIOLATION OF THE FEDERAL OR STATE “DO NOT CALL” REGISTRIES THEN YOU MAY FILE A COMPLAINT ONLINE AT WWW.DONOTCALL.GOV.

LEGAL AGE:

You acknowledge that you are of legal age or legal status to form a binding contract and that you will only use your legal name in registering and conducting business on [homecoin.com](https://www.homecoin.com) (with the exception of areas where we require the use of a fictitious user name, such as forums or chat rooms).

TERMINATION OF SERVICE:

Your use of [homecoin.com](https://www.homecoin.com) constitutes your acknowledgment and agreement that your account may be suspended or deleted all together for any reason and at any time. The deletion or suspension of your account may occur at the discretion of [homecoin.com](https://www.homecoin.com) for reasons which include, but are not limited to, the following: posting of material which is deemed offensive or inappropriate, posting of material which you do not own the rights to use, excessive use of server processing capability, providing incomplete or inaccurate information to homecoin.com, and failure to respond to any inquiry from [homecoin.com](https://www.homecoin.com).

THIRD-PARTY VENDORS:

1. Legal Review:

Vendors are advised to have their legal counsel review all homecoin terms and conditions and any legal documents available through [homecoin.com](https://www.homecoin.com) prior to offering products and services to [homecoin.com](https://www.homecoin.com) users.

2. Taxes:

homecoin.com may require certain tax information from third-party vendors in order to avoid withholding. Third-party vendors agree that homecoin may suspend service until such information is provided to [homecoin.com](https://www.homecoin.com) by the third-party vendor.

3. Local Law:

All third-party vendors are responsible for ensuring their offerings are consistent with the laws in the state in which they are licensed. Certain states have minimum service laws which prohibit buyer rebates or prohibit agents from providing sellers certain flat fee services as standalone products.

4. Pricing:

We will display the pricing information that you provide to us to other website users and the general public. If you would like to remove the display of your pricing, delete your public profile and services offered (at <https://www.homecoin.com/dashboard>) and discontinue use of the website. [homecoin.com](https://www.homecoin.com) charges an additional fee to purchasers of the products/services you offer, which enables us to build and maintain the website.

5. Profiles:

We make available to the general public a profile page displaying the products/services you offer and the applicable pricing. You may activate, deactivate, and provide additional information to this profile. We automatically activate the profile upon your providing of the pricing information.

6. Reviews:

We will solicit and publicly display reviews from users that have purchased products/services from you through the [homecoin.com](https://www.homecoin.com) website along with your pricing information and public profile. Should you not want users to see your reviews, your sole remedy is to delete your public profile and services offered (at <https://www.homecoin.com/dashboard>) and discontinue use of the website.

7. Taxes:

You are responsible for paying any taxes due to local, state, and federal authorities that are incurred

through your generation of revenue from the products/services you offer on homecoin.com.

PAYMENTS AND TERMS

homecoin.com and the third-party vendors offering services through homecoin.com may offer alternative payment options, defined as follows:

1. Pay Later:

Customer agrees to pay the amount due at the earlier of either:

1. the expiration of the time period shown, or
2. the closing (or transfer of title) of the applicable transaction for which the product/service was ordered.

For example, if the third-party vendor offered Pay Later terms of 6 months to a property seller and the property sold 9 months later, then the payment would have been due 6 months after the product/service was ordered, despite the fact that the property had not yet sold. Alternatively, had the property sold 2 months after the product/service was ordered, then the payment would be due immediately upon the closing of the sale (at 2 months).

2. Pay at Close:

Customer agrees to pay the amount due only in the event of a closing (or transfer of title) of the applicable transaction for which the product/service was ordered. If a valid MLS Listing Agreement exists between a third-party vendor and a customer, then the requirement to pay shall cease to exist at the cancellation or expiration of the MLS Listing Agreement (or any extension of). In the event that a valid MLS Listing Agreement is not in place between the third-party vendor and a customer, then the requirement to pay at the closing (or transfer of title) of the applicable transaction for which the product/service was ordered shall expire 6 months after the date the product/service was provided.

For example, if the third-party vendor offered Pay at Close terms to a property seller and there was not a MLS Listing Agreement in place, and the property sold 9 months after the product/service was provided by the third-party vendor, then there would be no payment made since 6 months had passed and the property transaction had not closed (or title transferred). Alternatively, had the property sold 2 months after the product/service was ordered, then the payment would be due immediately upon the closing of the sale (at 2 months). Alternatively, if the third-party vendor offered Pay at Close terms to a property seller and there was a 12 month MLS Listing Agreement in place and the property sold after 11 months (during the MLS Listing Agreement effective period), then the seller would pay the third-party vendor for the product/service provided.

ENTIRE AGREEMENT

These Terms constitute the entire and exclusive understanding and agreement between homecoin.com and you regarding our website. These Terms supersede and replace any and all prior oral or written understandings or agreements between homecoin.com and you regarding the website and any products/services offered on the website.