

TERMS OF SERVICE

These Terms of Service were last revised on July 5, 2024.

This Terms of Service (“TOS”) is a legally binding agreement made by and between House Buy Sell (MRI423N,LLC) and its affiliates, parent, divisions (“housebuysell.com”, “we”, “us” and “our”), and you, personally and, if applicable, on behalf of the entity for whom you are using this web site (collectively, “you”, “your”, “yours”). This TOS governs your access to and use of <https://www.housebuysell.com/> and any other World Wide Web site owned, operated, licensed, or controlled by House Buy Sell (MRI423N,LLC) (collectively, the “Web Site”), and the services offered by House Buy Sell (MRI423N,LLC) on the Web Site (“Services”), so please read them carefully. This TOS will also apply to all visitors, users, and others who access the Web Site and use the Services (“Users”).

BY ACCESSING OR USING ANY PART OF THE WEB SITE, INCLUDING LINKING TO THE WEB SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS TOS. IF THERE ARE ADDITIONAL POSTED GUIDELINES OR POLICIES APPLICABLE TO THE SERVICES OR WEB SITE (INCLUDING THE PRIVACY POLICY), YOU ARE REQUIRED TO FOLLOW THOSE AS WELL. THOSE POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS TOS. IF YOU DO NOT AGREE TO BE BOUND BY THE TOS AND TO FOLLOW ALL APPLICABLE LAWS, GUIDELINES AND POLICIES, DO NOT ACCESS OR USE THE WEB SITE AND LEAVE THE WEB SITE IMMEDIATELY.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, BELLAGIO

RESERVES THE RIGHT TO MAKE CHANGES TO THIS TOS AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITE CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS TOS THAT MAY BE POSTED ON THE WEB SITE. We will post the amended TOS on this page and indicate at the top of the page the date the Agreement was last revised.

Using the Web Site

1. Eligibility. Except as expressly provided below, Services may only be used by individuals who can form legally binding contracts under applicable law. Without limitation, minors are prohibited from becoming Members and, except as specifically provided below, using fee-based Services. Your use of the Services will be deemed to be a representation that you are 18 years of age or older or otherwise are an entity that can form legally binding contracts under applicable law.
2. Compliance. You must comply with all of the terms and conditions of this TOS, any policies referred to below or on the Web site, and all applicable laws, regulations and rules when you use the Web Site.
3. License and Restrictions. Subject to the terms and conditions of this TOS, you are hereby granted a limited, revocable, non-exclusive right to use the Services and the content and materials on the Web Site in the normal course of your use of the Web Site. You may not use any third party intellectual property without the express written permission of the applicable third party, except as permitted by law. House Buy Sell (MRI423N,LLC) will retain ownership of its intellectual property rights and you may not obtain any rights therein by virtue of this TOS or otherwise, except as expressly set forth in this TOS. You will have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Web Site, than as may be reasonably necessary to use the Services for their intended purpose and except as expressly set forth in this TOS. You may not attempt to reverse engineer any of the technology used to provide the Services.

4. Other Users. If you become aware of any conduct that violates this TOS, House Buy Sell (MRI423N,LLC) encourages you to contact us – info@bellagioplaza.com or 480-608-9284. House Buy Sell (MRI423N,LLC) reserves the right, but will have no obligation, to respond to such communications.
5. Mobile. House Buy Sell (MRI423N,LLC) currently provides Services accessible on certain mobile devices for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data fees, will still apply.

House Buy Sell offers program

1. By subscribing to House Buy Sell (MRI423N,LLC). You will receive text messages from House Buy Sell (MRI423N,LLC) for buying, selling and renting properties. Message and data rates may apply. Message frequency varies. Text HELP to 602-456-4167 for assistance. You can reply STOP to unsubscribe at any time.
2. You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.
3. If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to info@bellagioplaza.com.
4. Carriers are not liable for delayed or undelivered messages.
5. As always, message and data rates may apply for messages sent to you from us and to us from you. You will receive {message frequency}. For questions about your text plan or data plan, contact your wireless provider.
6. For privacy-related inquiries, please refer to our [privacy policy](#).

Privacy Policy/Security

1. Privacy Policy. You agree to the terms of House Buy Sell (MRI423N,LLC)'s Privacy Policy, which is detailed further in this document: [Privacy Policy](#).
2. Security. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will be unable to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Our Content

1. Copyright. All materials on the Web Site and available through the Services, including without limitation, the logos, design, text, graphics, audio clips, video clips, other files, and the selection, arrangement and organization thereof are owned by House Buy Sell (MRI423N,LLC), its licensors or other entities. Unauthorized use of such materials is strictly prohibited.
2. Trademarks. Product names, logos, designs, titles, and words or phrases used on any House Buy Sell (MRI423N,LLC) web site, including, without limitation, House Buy Sell (MRI423N,LLC) and design marks (including, without limitation, the circle with AP centered Design) are owned by House Buy Sell (MRI423N,LLC), its licensors or other entities. All page headers, custom graphics, button icons and scripts are trademarks or trade dress of House Buy Sell (MRI423N,LLC). If you use such trademarks or logos, you must include appropriate attribution. All other trademarks, trade names and the like that appear on the Web Site or the Services are the property of their respective owners. You may not use any of these trademarks, trade dress, or trade names, or any confusingly similar marks, dress or names, including without limitation as a part of any link, without express permission.
3. Your Ideas. You may choose to or we may invite you to submit comments, testimonials, feedback, suggestions, ideas, and other

submissions about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place House Buy Sell (MRI423N,LLC) under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, House Buy Sell (MRI423N,LLC) does not waive any rights to use similar or related ideas previously known to House Buy Sell (MRI423N,LLC), or developed by its employees, or obtained from sources other than you. Such disclosure, submission or offer of any Ideas shall, and hereby does, constitute a perpetual, royalty-free, worldwide, irrevocable license to us of all right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Ideas and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You should not submit any Ideas to us if you do not wish to license such rights to us. We are and will be under no obligation: (i) to maintain any Ideas in confidence; (ii) to pay to you or any third party any compensation for any Ideas; or (iii) to respond to any Ideas. You are and shall remain solely responsible for the content of any Ideas you make.

Intellectual Property Policy

House Buy Sell (MRI423N,LLC) respects the intellectual property rights of others and expects its users to do the same. House Buy Sell (MRI423N,LLC) may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, House Buy Sell (MRI423N,LLC) will, in its discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that a user of the Web Site or the Services has infringed your copyrights, please contact us. If you believe that a user of the Web Site or the Services has infringed your trademark/service mark rights, please contact us.

Third Party Sites

The Web Site may contain links to third-party websites, advertisers, or services that are not owned or controlled by House Buy Sell (MRI423N,LLC). House Buy Sell (MRI423N,LLC) has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the Web Site, you do so at your own risk, and you understand that this Agreement and House Buy Sell (MRI423N,LLC)'s Privacy Policy do not apply to your use of such sites. You expressly release House Buy Sell (MRI423N,LLC) from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Web Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that House Buy Sell (MRI423N,LLC) shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. We encourage you to be aware of when you leave the Web Site, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

Linking and Framing

You may not frame, inline link, or similarly display any House Buy Sell (MRI423N,LLC) content or property, including, without limitation, the Web Site.

Representations and Warranties

You represent and warrant to House Buy Sell (MRI423N,LLC) that: (i) you have the full power and authority to enter into and perform your obligations under this TOS; (ii) your assent to and performance of your obligations under this TOS does not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (iii) this TOS constitutes legal, valid and binding obligations on you, enforceable in accordance

with its terms and conditions; (iv) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of any third party in your use of the Web Site or the Services; and (v) you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Site, including this TOS.

Indemnification

You agree to defend, indemnify, and hold House Buy Sell (MRI423N,LLC) and its employees, representatives, agents, attorneys, affiliates, directors, officers, members, managers and shareholders (“Indemnified Parties”) harmless from any damage, loss, cost or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any claim, demand or action (“Claim”) brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this TOS by you, including violations of law or allegations of violation of privacy, publicity intellectual property rights related to User Created Content you submit, (ii) arising from, related to, or connected with your use of the Web Site or the Services, (iii) any other party’s access and use of the Services with your unique username, password or other appropriate security code. If you are obligated to provide indemnification pursuant to this provision, House Buy Sell (MRI423N,LLC) may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the consent of House Buy Sell (MRI423N,LLC).

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

1. **DISCLAIMER OF WARRANTIES.** House Buy Sell (MRI423N,LLC) PROVIDES THE WEB SITE AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. House Buy Sell (MRI423N,LLC) DOES

NOT REPRESENT OR WARRANT THAT THE WEB SITE OR SERVICES OR THEIR USE (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE, OR (V) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. House Buy Sell (MRI423N,LLC) MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR WEB SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. House Buy Sell (MRI423N,LLC) DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEB SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND House Buy Sell (MRI423N,LLC) WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

2. EXCLUSION OF DAMAGES. To the maximum extent permitted by applicable law, in no event shall House Buy Sell (MRI423N,LLC), its affiliates, associates, dealers, agents or suppliers be liable for any INDIRECT, EXEMPLARY, PUNITIVE, special, incidental or consequential damages whatsoever (including but not limited to damages arising from breach of contract, warranty, tort or strict liability for loss of profits, loss of data, loss of goodwill, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever), arising out of or in any way related to the use of or inability to use the

web site or services, regardless of the cause of action on which they are based, even if House Buy Sell (MRI423N,LLC) or such other ENTITIES have been advised of the possibility of such damages.

3. LIMITATION OF LIABILITY. IN NO EVENT WILL THE LIABILITY OF House Buy Sell (MRI423N,LLC) IN CONNECTION WITH THIS TOS, THE WEB SITE OR SERVICES EXCEED \$100.
4. ADDITIONAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE DEPENDING ON HER, HIS, OR ITS STATE OF RESIDENCE.
5. International Use. The Web Site and Services are controlled and operated from facilities in the United States. House Buy Sell (MRI423N,LLC) makes no representations that the Web Site and Services are appropriate or available for use in other locations. Those who access or use the Web Site and Services from other jurisdictions do so by their own choice and are entirely responsible for compliance with local law, including but not limited to export and import regulations.

Force Majeure

House Buy Sell (MRI423N,LLC) will not be liable for failing to perform under this TOS by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to House Buy Sell (MRI423N,LLC) to perform, fire, terrorism, natural disaster or war.

Disputes

In light of House Buy Sell (MRI423N,LLC)'s substantial contacts with the State of Arizona, and your and our interests in ensuring that disputes regarding the interpretation, validity and enforceability of the TOS are resolved on a uniform

basis, and House Buy Sell (MRI423N,LLC)'s execution of, and the making of, the TOS in Arizona, you agree that: (i) any claim, cause of action or dispute you have with House Buy Sell (MRI423N,LLC) and any litigation involving any noncompliance with or breach of the TOS, or regarding the interpretation, validity and/or enforceability of the TOS, must be filed and exclusively conducted in the state or federal courts in Maricopa County, Arizona; and (ii) the Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois, without regard for any conflict of law principles. You agree to submit to the personal jurisdiction of the state or federal courts in Maricopa County, Arizona for these purposes.

Limitation of Actions

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Web Site or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

Changes to the Web Site or Service

House Buy Sell (MRI423N,LLC) may, in its sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Web Site or the Services, temporarily or permanently, at any time without notice to you, and House Buy Sell (MRI423N,LLC) will not be liable for doing so. Without limiting the foregoing, if you do not agree with any changes made to the Web Site you may terminate your aHouse Buy Sell (MRI423N,LLC)ount as set forth below.

Termination

1. By House Buy Sell (MRI423N,LLC). House Buy Sell (MRI423N,LLC) will have the right in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your access to the Web Site or Services, with or without cause. Such

reasons may include, without limitation: (i) your breach of any part of this TOS, (ii) your violation of the rights of any third party; (iii) in the case of Services features that require payment, the invalidity of your credit card, your exceeding your credit card limit or “chargeback” of a fee or other payment; or (iv) your membership account becoming inactive for an extended period of time.

2. Effect of Termination. If your access is terminated, House Buy Sell (MRI423N,LLC) may, in its sole discretion, delete any websites, files, graphics or other content or materials relating to your use of the Web Site or Services on servers owned or operated for House Buy Sell (MRI423N,LLC) or otherwise in its possession, and House Buy Sell (MRI423N,LLC) will have no liability to you or any third party for doing so. Following termination, you will not be permitted to use the Web Site or the Services. If your account or your access to the Web Site or Services is terminated, House Buy Sell (MRI423N,LLC) reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Site or the Services, including, but not limited to, technological barriers, IP mapping and direct contact with your Internet Service Provider (ISP). If your account is terminated, you must immediately pay House Buy Sell (MRI423N,LLC) any fees that you owe it. Regardless of whether you have the right to access or use the Web Site or the Services, this TOS will survive indefinitely unless and until House Buy Sell (MRI423N,LLC) chooses to terminate it.

Notices and Electronic Communications

All notices required by or permitted to be given under this TOS will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to House Buy Sell (MRI423N,LLC), you must use the address shown on the Web Site. If House Buy Sell (MRI423N,LLC) provides notice to you, House Buy Sell (MRI423N,LLC) must use the contact information provided by you to House Buy Sell (MRI423N,LLC). All notices will be deemed received as follows: (i) if by

hand-delivery, on the date of delivery, (ii) if delivery by U.S. Mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

Additional Terms

This TOS contains the entire understanding of you and House Buy Sell (MRI423N,LLC) regarding the use of the Web Site, and supersedes all prior and contemporaneous agreements and understandings between you and House Buy Sell (MRI423N,LLC) regarding its subject matter. This TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of law principles. This TOS and all of your rights and obligations under them (including, without limitation, your membership, if any) will not be assignable or transferable by you without the prior written consent of House Buy Sell (MRI423N,LLC). No failure or delay by a party in exercising any right, power or privilege under this TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TOS. You and House Buy Sell (MRI423N,LLC) are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect.