

# Terms of Use

## Our Contract

### (E-SIGN)

You are entering a binding contract with Allen Markel LLC., the website [www.allenmarkel.com](http://www.allenmarkel.com), and the real estate professionals or lenders who use it and their parents, subsidiaries and affiliates (the “Company,” “us,” “we” and “our”). By (1) using this website [www.allenmarkel.com](http://www.allenmarkel.com) or [allenmarkel.net](http://allenmarkel.net) (“browse wrap”), and (2) by submitting your information to “Continue with Facebook” or “Sign Up!” and creating a user profile and clicking to agree to these Terms of Use and Privacy Policy (“click wrap”), you agree that you are giving your express written consent to all the terms below, as well as our [Privacy Policy](#), both of which contain an Arbitration Agreement and Class Action Waiver. You agree that your doing so constitutes your electronic signature, and is equivalent to a written signature. You may choose to receive this contract on paper by calling us at (832) 709 - 2540 or emailing us at [clientcare@allenmarkel.com](mailto:clientcare@allenmarkel.com). You may withdraw this consent by using the opt-out procedures described in the “Our Communications With You” section below.

By accessing [www.allenmarkel.com](http://www.allenmarkel.com), you are consenting to the information collection and use practices described in the [Privacy Policy](#).

## Our Communications With You

### (TCPA Consent for United States Residents)

**EXPRESS WRITTEN CONSENT\*\*.** BY SUBMITTING YOUR CONTACT INFORMATION, YOU ARE PROVIDING YOUR EXPRESS WRITTEN CONSENT TO RECEIVE COMMUNICATIONS FROM US AT THE EMAIL ADDRESS AND TELEPHONE NUMBERS YOU ENTERED INTO OUR CONTACT FORM, OR THAT YOU LATER PROVIDE TO US OR ENTER INTO YOUR CONTACT PAGE.\*\*

**E-MAILS, CALLS, AND TEXTS\*\*.** THESE COMMUNICATIONS MAY INCLUDE TELEMARKETING MESSAGES, THROUGH THE USE OF EMAIL,

LANDLINE PHONE, FAX, CELLULAR PHONE, AND TEXT MESSAGES (INCLUDING SMS AND MMS).\*\*

**AUTODIALING\*\***. WE MAY USE AN AUTOMATIC TELEPHONE DIALING SYSTEM (OR "AUTO-DIALER"), WHICH MAY EMPLOY AN ARTIFICIAL OR PRE-RECORDED VOICE OR "ROBOTEXTS." YOUR CARRIER'S STANDARD RATES AND CHARGES MAY APPLY.\*\*

**NO PURCHASE NECESSARY\*\***. AGREEING TO THESE COMMUNICATIONS IS NOT A CONDITION OF PURCHASING ANY PROPERTY, GOODS, OR SERVICES FROM US.\*\*

**REVOKING CONSENT AND OPTING OUT\*\***. YOU MAY REVOKE YOUR CONSENT TO RECEIVE COMMUNICATIONS AT ANY TIME BY REPLYING "STOP" TO ANY OF OUR TEXTS, OR BY ANY OTHER REASONABLE MEANS. WE WILL MAKE A COMMERCIALY REASONABLE EFFORT TO COMPLY WITH ANY COMMUNICATIONS FROM YOU OPTING OUT, BUT REPLY "STOP" WILL AUTOMATICALLY REVOKE YOUR CONSENT TO FURTHER TEXT COMMUNICATIONS, AND WE RECOMMEND THAT METHOD. WE MAY TAKE UP TO 30 DAYS TO STOP COMMUNICATIONS IF YOU USE A METHOD OTHER THAN THE AUTOMATIC REPLY "STOP." YOU CONSENT TO RECEIVE A FINAL TEXT MESSAGE CONFIRMING YOUR OPT-OUT. YOU MAY REVOKE YOUR CONSENT TO RECEIVE EMAIL COMMUNICATIONS BY USING THE "UNSUBSCRIBE" LINK IN AN EMAIL OR ON THE WEBSITE OR BY ANY OTHER REASONABLE MEANS. WE WILL MAKE A COMMERCIALY REASONABLE EFFORT TO COMPLY WITH ANY COMMUNICATIONS FROM YOU OPTING OUT OF EMAIL, BUT "UNSUBSCRIBE" WILL AUTOMATICALLY REVOKE YOUR CONSENT TO FURTHER EMAIL COMMUNICATIONS, AND WE RECOMMEND THAT METHOD. WE MAY TAKE UP TO 30 DAYS TO STOP EMAIL COMMUNICATIONS IF YOU USE A METHOD OTHER THAN "UNSUBSCRIBE". THE "UNSUBSCRIBE" LINK WILL ALSO PERMIT YOU TO STOP TEXT COMMUNICATIONS.\*\*

**COMMUNICATION FREQUENCY\*\***. HOW OFTEN WE SEND YOU COMMUNICATIONS WILL VARY, BECAUSE THE INDIVIDUAL REALTOR® WHO COMMUNICATES WITH YOU WILL DETERMINE IT.\*\*

Your consent here also serves as your express written consent to electronic communications from us in the past.

You represent and warrant that:

- You are at least 18 years old
- You live in the United States (or Canada, in which case the Canadian consents below apply)
- You have not registered on a national or statewide Do Not Call list
- You are the account holder for the email addresses and phone numbers you provided, or you have authorization from the account holder to give this consent
- The email addresses and phone numbers you provided are accurate, and you will let us know if you release them to another person or individual

Our mobile service is available only in certain states. Certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

## **ADDITIONAL COMMUNICATIONS PROVISIONS**

### **(For Residents of Canada)**

In addition to the consent provided above in the Our Communications With You (United States) section, Canadian residents agree to the following provisions related to compliance with Canada's Anti-Spam Legislation ("CASL"), Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and Canadian provincial law including Alberta's Personal Information Protection Act ("PIPA"), and Quebec's Act Respecting the Protect of Personal Information in the Private Sector:

- You agree to the provisions governing use and disclosure of personal information that are found in our Privacy Policy
- Because the purpose of our communications include your interest in future real estate purchases, our communication with you will continue until you revoke your consent or opt-out, which indicates you are no longer considering real estate opportunities.
- Your personal information may also be transmitted to, used in, and stored in the United States

## **DISPUTE RESOLUTION – ARBITRATION AGREEMENT**

### **(Mandatory Binding Arbitration and Class Action Waiver)**

**READ THIS ARBITRATION AGREEMENT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. For example, if we elect to require you to arbitrate any claim, you will not have the right to a jury trial or the right to participate in a class action in court or in arbitration.**

**Binding arbitration lets an independent third party resolve a Claim without using the court system, judges, or juries. Either you or we may require the submission of a Claim to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.**

Neither you nor we will be entitled to:

- Join, consolidate, or combine Claims by or against others in any arbitration; or
- Include in any arbitration any Claims as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW. If you do not reject this Arbitration Agreement and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.**

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to the Terms of Use and Privacy Policy between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. If a claim is arbitrated, each party waives its, his or her respective rights to a trial before a jury in connection with the Claim. It can be a quicker and simpler way to resolve disputes. As solely used in this Arbitration Agreement, the terms “we,” “us” and “our” mean “us” as defined above, our parent companies, wholly or majority owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods or services in connection with the Terms of Use and Privacy Policy, if such third party is named as a party by you in any lawsuit between you and us.

**a. Your Right to Reject Arbitration: You may reject this Agreement by mailing a rejection notice to 10810 Spiny Elm Ct, Cypress, TX 77433, Attn.**

**Terms of Use and Privacy Policy Arbitration Rejection, within 30 days after you agree to these terms of use. Any rejection notice must include your name, address and telephone number; the date you agreed to the Terms of Use that your rejection notice applies to; and your signature. Your rejection notice will apply only to this Agreement in the Terms of Use and Privacy Policy, but will not affect any term of any other contract between you and us (including without limitation any prior or subsequent agreement), nor will it change your obligation to arbitrate claims or matters covered by any prior or subsequent agreement to arbitrate, including each agreement to arbitrate that arises pursuant to the Terms of Use on the Company's website which is not the subject of a valid rejection notice.**

**b. What Claims Are Covered:** "Claim" means any claim, dispute or controversy between you and us, whether preexisting, present or future, that in any way arises from or relates to the Terms of Use or Privacy Policy, your use of this website, your Account, any transaction in your Account, the events leading up to the Terms of Use or Privacy Policy (for example, any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), communications between you and us and the manner of communicating, any product or service provided by us or third parties in connection with the Terms of Use or Privacy Policy, the collection of amounts due and the manner of collection, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations (including but not limited to the Telephone Consumer Protection Act), or the relationships resulting from any of the foregoing. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.

However, "Claim" does not include: (i) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below, subparts (A) and (B) of the part (k) set forth below titled "Rules of Interpretation" and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of the Terms of Use or Privacy Policy as a whole are for the arbitrator and not a court to decide; (ii) seeking and obtaining from a court of

competent jurisdiction (notwithstanding ongoing arbitration and without waiver of rights under this Arbitration Agreement) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; (iii) the exercising of any self-help or non-judicial remedies by you or us; (iv) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; or (v) any individual action brought by you against us in small claims court or your state's equivalent court, if any. But if that action is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

**c. Electing Arbitration; Starting an Arbitration Proceeding:** Either you or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit, such as a motion to compel arbitration. Each of the arbitration administrators listed below has specific rules for starting an arbitration proceeding. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, you assert a counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

**d. Choosing the Administrator:** The party starting the arbitration proceeding must choose one of the following arbitration organizations as the Administrator: the American Arbitration Association (the "AAA"), 120

Broadway, Floor 21, New York, N.Y 10271, [www.adr.org](http://www.adr.org), or JAMS, 1920 Main St. Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com). You may contact these organizations directly if you have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). A single arbitrator shall be appointed. If for any reason the Administrator selected is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, we and you will mutually agree upon an Administrator or arbitrator or a court with jurisdiction will appoint the Administrator or arbitrator (or arbitrators, in the case of a three-arbitrator panel provided for in Section “j”, below). No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in section (e) of this Arbitration Agreement. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience or a retired judge. Arbitration of a Claim must comply with this Arbitration Agreement and, to the extent not inconsistent or in conflict with this Arbitration Agreement, the applicable rules of the arbitration Administrator.

**e. Class Action Waiver: Notwithstanding any other provision of the Terms of Use or Privacy Policy, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency).**

**f. Location of Arbitration:** Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

**g. Cost of Arbitration:** Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. At your written request, we will pay all filing, hearing

and/or other fees charged by the Administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the Administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the Administrator's rules or that we are required to pay for this Arbitration Agreement to be enforced. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Agreement to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or the arbitrator or for our attorneys' fees and costs unless (1) the arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), and (2) this power does not make this Arbitration Agreement invalid. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**h. Governing Law:** The Terms of Use or Privacy Policy evidences a transaction involving interstate commerce and, therefore, this Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"), and not by any state arbitration law. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. The arbitrator will have the authority to hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment. All parties (the AAA/JAMS, the arbitrators, you and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the Claim with the AAA or JAMS. This provision will be liberally construed to ensure the enforcement of this Arbitration Agreement. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive



damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Terms of Use or Privacy Policy, the Administrator's rules or applicable law.

i. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

j. **Arbitration Result and Right of Appeal:** Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except in a dispute between the same parties, in which case it could be used to preclude the same claim from being re-arbitrated. If the amount of the Claim exceeds \$25,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. (If an appeal is not filed within that time period, the arbitration award shall become final and binding). The panel shall reconsider de novo (anew) any aspect of the initial award requested by the appealing party. This means that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (g) above, captioned "Cost of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

k. **Rules of Interpretation:** This Arbitration Agreement shall survive the termination, cancellation or suspension of the Terms of Use or Privacy Policy, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the Terms of Use or Privacy Policy, on the

other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the Terms of Use or Privacy Policy or the remaining portions of this Arbitration Agreement, except that:

(A) The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

(B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**I. Notice of Claim; Right to Resolve; Special Payment:** Prior to initiating, joining or participating in any judicial or arbitration proceeding regarding any Claim, the Claimant (the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding) shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and loan or account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 (not including any arbitration fees and

attorneys' fees and costs to which you may be entitled under this Arbitration Agreement or applicable law). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this Section.

### **Governing Law**

We agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and/or any dispute of any sort that might arise between you and [www.allenmarkel.com](http://www.allenmarkel.com) or its affiliates, except for the Arbitration Agreement, which is governed by the Federal Arbitration Act.

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

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### **Purpose of Our Website**

The purpose of [www.allenmarkel.com](http://www.allenmarkel.com) is to allow our users to gain access to our real estate professional, mortgage lenders, service providers and data. To gain access to this network of professionals, you must submit certain personal information. This information will be used by [www.allenmarkel.com](http://www.allenmarkel.com) to assist you in the real estate transaction process. To assure the value of the services to be provided to you, you agree that you will provide accurate and complete information. Once you have been contacted by a real estate professional or service provider, any agreement you enter into with such third party will only be between you and such third party.

## Copyright & Trademarks

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## Professional Real Estate Advisors

Financial decisions, including decisions about real estate, are serious decisions that should not be taken lightly. [www.allenmarkel.com](http://www.allenmarkel.com), its agents, employees, officers, subsidiaries, members or affiliates do not, via this website or otherwise, encourage you to make any particular decision on issues concerning real estate without first seeking professional advice from your attorney or accountant. The material contained on this site is offered as

information only and not as financial, accounting, legal or other professional advice. Users of this site should contact their own professional advisors for such advice.

You agree that you must evaluate and bear all risks associated with your dealings with any real estate investor or investment company or real estate broker or brokerage company that is linked to, included in, or referred to by this site. You agree and understand that your choice to deal with any member or affiliate of this site is done at your discretion and risk, and you will be solely responsible for such dealings. In no event shall [www.allenmarkel.com](http://www.allenmarkel.com) be liable for any direct, indirect, incidental, punitive or consequential damages of any kind whatsoever with respect to your dealings with investors, members or affiliates of this site.

On occasion, information on our site, such as home prices, may be outdated or otherwise incorrect. We can only provide information with which we have been provided and accept no responsibility for any information that is out of date or otherwise invalid.

### **Obligations of Home Sellers Registered With [www.allenmarkel.com](http://www.allenmarkel.com)**

By completing the home information form on this site, you agree that:

- You are of legal age and are otherwise capable of forming a legally binding contract;
- You are interested in buying or selling property;
- You do not have an exclusive contractual or other arrangement with any real estate professional; and
- You agree to be contacted by e-mail, telephone, text message or other means by [www.allenmarkel.com](http://www.allenmarkel.com) or a member or affiliate of [www.allenmarkel.com](http://www.allenmarkel.com) regarding content viewed on [www.allenmarkel.com](http://www.allenmarkel.com)

### **Links to Other Sites**

From time to time, [www.allenmarkel.com](http://www.allenmarkel.com) may include on its site third party service providers (such as a lender, mortgage broker loan originator, etc.). [www.allenmarkel.com](http://www.allenmarkel.com) may post information about, or links to, these companies as a service to its users who may be interested in such services. [www.allenmarkel.com](http://www.allenmarkel.com) is not responsible for the contents of any link to or from this site. We do not endorse the policies or practices of, or opinions expressed on, other websites linked to or from this site; nor do we make any representations or warranties with respect to the accuracy of any items or claims contained in such other websites. Any links are provided for you only

as a convenience, and the inclusion of any link does not imply endorsement by us of the services, the site, its contents or its sponsoring organization.

### **Your consent to future changes**

You agree that we may change the website, these Terms of Use, and our Privacy Policy at any time. If we change these Terms of Service or some part of them, they will become effective immediately on posting of the updated or revised Privacy Policy on this web page regardless of whether or not you have actual notice of the changes. You should review our Terms of Use and Privacy Policy periodically for changes. Additionally, you agree that any use of the website following our publication of any changes to these Terms of Service or Privacy Policy will expressly reaffirm your express written consent to the Terms of Use, and acceptance of the changes. Should you wish to opt-out of such future changes, you must communicate your request to opt-out to us in writing, either by email at [clientcare@allenmarkel.com](mailto:clientcare@allenmarkel.com) or at this address: 10810 Spiny Elom Ct, Cypress, TX 77433. The opt-out shall be effective 10 days after receipt. In the event you opt-out, our agreement will continue to be governed by the Terms of Use in effect at the time you originally submitted your information, or at the time of the last update to which you did not opt-out.

Effective as of: February 2, 2024