

## Terms and Conditions of Service

### Who We Are

This site (hereinafter referred to as "We", or "PropertyInfoPros.com", or "PIP") is owned by Hogans, LLC, a limited liability company formed in the State of Maryland. PIP is an advertising distribution and multimedia coordination service for property owners who are marketing their real property with at least one (1) real estate brokerage, or any representative who is licensed to list, sell, lease, trade, or offer other real estate services (such as an attorney or auctioneer, if provided by law). In short, PIP reserves its services for the exclusive use of property owners who are represented by licensed real estate professionals.

### Who We Are Not

PIP is not an internet site for property owners who are not represented by licensed real estate professionals; therefore, We are not a "for sale by owner" or "FSBO" website. PIP does not hold itself out as a service to provide real estate services that would otherwise be governed by license law. PropertyInfoPros.com transmits real property information per our final approval of the instructions provided by those who pay us to distribute such information; the personages being both the (i) owner(s) of the property, and (ii) their professional representative(s).

### What We Provide

Technical interface, multimedia publication, and other advertising, however, all such information is distributed primarily via the World Wide Web, signage, print advertising, answering, or other ministerial servicing techniques.

### What We Do NOT Provide

We do not provide (i) the performance of real estate contract or consulting services, or (ii) recommendations as to any real estate brokerage or professional, or (iii) advice relative to the condition of the real property, or (iv) responsibility to the prospective buyer, tenant, or third party procurer of any property presented by PIP, or (v) the accuracy of any information distributed to the public, by virtue of PIP's coordination thereof.

### Where We Get Our Property Info From

Any and all information distributed by PropertyInfoPros.com, or coordinated through a PIP professionals, is sourced from either (i) public record, or (ii) the owner of the property, and/or (iii) their licensed representative.

### Where We Do NOT Get Our Property Info From

Any and all information submitted to PropertyInfoPros.com must be approved by all parties to the distribution and coordination process. All property info shall be deemed presented by the owner and their professional representatives, or as the case may be, by such presentation which is a matter of public record. The packaging, publication, distribution, and coordination of any information for public use, thereafter, is subject to final approval by (i) the owner of the property, and (ii) their licensed representative, and (iii) PIP.

### **How the Property Information is Managed**

Continued publication of any and all information on PropertyInfoPros.com shall be deemed approved by the owner of the property and their representative. Any inaccuracy of information must be communicated to PIP, otherwise, such shall be deemed approved by both the owner and representative of the property.

### **How the Property Information is NOT Used**

Our email marketing is permission based. If you received a mailing from us, our records indicate that you have expressly shared this address for the purpose of receiving information in the future ("opt-in"). We respect your time and attention by controlling the frequency of our mailings. We will never share, sell, or rent individual personal information with anyone for their promotional use without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information, and to contracted service providers for purposes of providing services relating to our communications with you.

### **Automatic Consent as User(s)**

Continued publication of any distribution of any marketing and sales materials relating to the Client's property shall be deemed acceptable to Client until notice is given to PIP, in writing. Client indemnifies PIP from any and all liabilities arising out of any inaccuracy during and/or after publication of any material distributed by PropertyInfoPros.com.

### **Right to Terminate or Suspend Services**

PIP reserves the right to terminate or suspend services to owners or their representatives in the event that the owner's or representative's intent or request to display any property information does not comply with previous presentation quality(ies) of other properties, as presented by PIP. In the event that the owner of the real property shall terminate or suspend use of a licensed professional representing the property, then PIP shall concurrently terminate or suspend the services provided by PIP, without any obligation to give credit to the person(s) or entity(ies) responsible for payment of PIP's services. In no event shall the termination of a brokerage's or other licensed representative's services constitute a waiver of the property owner's obligation to pay for services rendered by PIP.

### **User Account, Password And Security**

In order to access PIP, you may be required to provide current, accurate identification, contact and other information as part of the registration process and/or continued use of the services offered by PIP. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or PIP has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PIP has the right to suspend or terminate your account and refuse any and all current or future use of PIP Services (or any portion thereof). Because of the nature of our business, our services and benefits are not designed to appeal to minors. We do not knowingly attempt to solicit or receive any information from children.

You will receive a password and account designation upon completing the PIP registration process. You are responsible for maintaining the confidentiality of the password and account and are fully

responsible for all activities that occur under your password or account. You agree to immediately notify PIP of any unauthorized use of your password or account or any other breach of security.

If you make a business decision to allow someone else, such as your personal assistant or office manager in your real estate business, to access PIP to conduct business on your behalf, all conduct and use of the Service by such employee will be attributed to you and you will be held responsible for their compliance with all Terms of Use applicable to their activities. You acknowledge that providing a third party with your account access will allow that third party to reach all of your accounts within the PIP Services and all accounts of service providers for whom Single Sign-on access has been enabled.

### **Notice And Procedure For Making Claims Of Copyright Or Intellectual Property Infringement**

PIP respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide PIP Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the site;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

PIP Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

PropertyInfoPros.com

C/O Hogans, LLC

6925 Ocean Gateway, Suite 300

Queenstown, MD 21658

Phone: 410-827-6557

Fax: 410-827-4471

E-mail: [Info@PropertyInfoPros.com](mailto:Info@PropertyInfoPros.com)

### **Ownership of Documents/Work Product**

Any and all documents, photos, videos, reports, records, field notes, materials, and data of any kind resulting from PIP performance or which is produced by PIP, the result of a PIP Agreement, are all at all times the property and work product of PIP; wherefore, clients of PIP grant the perpetual and exclusive right to PIP for current use and future marketing and sales. All work products shall be given to client, at no cost to client, provided payment in full has been made to PIP at which time PIP relinquishes exclusive rights to work product.

**No Resale or Use without Permission**

You agree not to reproduce, duplicate, copy, sell, trade, resell, or grant permission of use to any third party for any portion of the PIP Services, use of PIP Services or access to PIP Services without prior written permission.

**General Information**

Entire Agreement. The Terms of Service constitute the entire agreement between you and PIP and govern your use of PIP Services, superseding any prior agreements between you and PIP. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other PIP services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms of Service and the relationship between you and PIP shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions. You and PIP agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Queen Anne's, Maryland.

Waiver and Severability of Terms. PIP's failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.