### General

Move, Inc., a subsidiary of News Corp, and its corporate affiliates including Move Sales, Inc. (collectively, “Move”) operate a family of Web sites (including mobile-optimized Web sites), associated Web pages, associated mobile apps, and other applications, linking to or bearing these Terms of Use and operated by or on behalf of Move (collectively, the "Move Network"). Any person accessing or using the Move Network is referred to as “you.”

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### Acceptance of Terms

By accessing or using any part of the Move Network or the services provided on it or other Web sites, Web pages or other applications as set forth below (collectively, the “Services”), you agree to accept and comply with the terms, conditions, and notices stated herein and as may be modified by Move from time-to-time without notice to you (the “Terms of Use”). These Terms of Use constitute a binding contract between Move and you. You are responsible for regularly reviewing the Terms of Use. You can review the most current version of the Terms of Use at any time at: [https://www.realtor.com/terms-of-use](https://www.realtor.com/terms-of-service#). If you do not wish to be bound by these Terms of Use, please do not access or use any part of the Move Network.

Additional terms may govern use of certain Web sites or other parts of the Move Network. In the event that any provision, term or guideline contained on a particular Web site or other part of the Move Network conflicts with the Terms of Use, the terms of such Web site or other part of the Move Network shall control over the Terms of Use except with respect to the General Terms set forth below, which shall at all times control.

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### General Use of The Move Network

Unless specified otherwise, Move offers you access to the Move Network solely for your personal and non-commercial uses. You agree to only access or use the Move Network only for legal purposes that are permitted by the Terms of Use. Among other things, you agree not to:

* except with the express written permission of Move, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other Web site or application, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Move Network, including without limitation, engaging in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information;
* damage, disable, overburden, or impair the Move Network or interfere with any other party’s use and enjoyment of the Move Network;
* obtain or attempt to obtain any materials or information through any means not made readily accessible by Move through the Move Network.

Except with the express written permission of Move, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Move Network.

Except with the express written permission of Move, you agree that you will not create links from any Web site, Web page or other application to any page within, or part of, the Move Network; provided however upon prior written notice to Move at Webmaster@move.com, you may create a link directly to any of the Move Network home pages, including, but not limited to pages currently located at <https://www.move.com/>, <https://www.realtor.com/>, <https://www.realtor.com/newhomes>, <https://www.moving.com/>, [https://www.relocation.com/](https://www.relocation.com/index.html), <https://www.doorsteps.com/>, [http://www.listhub.com](http://www.listhub.com/), <https://www.homefair.com/>, <https://www.opcity.com/> and [https://marketing.realtor.com](https://marketing.realtor.com/). The origin of any link to any Move Network home page must be accompanied by a clear and prominent attribution indicating that the link is connected to the Move Network home page. By creating a link to the Move Network, you agree that (a) you will not employ any technology that results in the placement of content from the Move Network in a frame and/or a reduced pop-up window and/or any other display mechanism which changes appearance of the Move Network from how it would appear if a user typed the URL in a typical browser line, (b) your site shall not display content or link to other Web sites or applications that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, (c) you have duly registered your domain name and possess all rights necessary to use the same, and (d) you shall not in any manner access, collect, store, disclose, transfer or use any information obtained or derived from a user’s access to or use of the Move Network. Move reserves the right to revoke your permission to create such link at any time in its sole discretion and you agree to immediately cease using the link at any time that Move so requests.

You agree that Move may in its sole discretion and at any time terminate your access to and use of the Move Network, or any part thereof, with or without notice. You further agree that use of the Move Network and any of its Services shall be immediately terminated if you violate these Terms of Use. In addition, Move reserves the right, in its sole discretion, to modify or discontinue the Services or any portion thereof, with or without notice, and without liability to you.

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You acknowledge that Move is not a real estate broker, mortgage broker or mortgage lender, and Move does not aid or assist borrowers in obtaining, solicit borrowers or lenders for, negotiate or make loans secured by liens on real property

Please note that you may be subject to additional and/or different terms, conditions, and privacy policies when you use third party Services, Content (as defined below), software or sites.

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Insofar as the Move Network implements Google Maps from Google, your use of Google Maps is subject to the Google Maps/Google Earth Additional Terms of Service at <https://www.google.com/intl/en-US_US/help/terms_maps/>, including the Google Privacy Policy at <https://policies.google.com/privacy>.

You acknowledge that Move does not screen or approve third-party Content, and that Move shall have the right (but not the obligation) in its sole discretion to refuse, modify, delete or move any Content that is available via the Move Network, for any reason.

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### Content You Provide

To the extent that you post, upload, input, submit or otherwise transmit (collectively, “Transmit” or “Transmitting” as appropriate) Content on or through the Move Network, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. You are entirely responsible for all Content that you provide or otherwise make available via the Move Network. You also warrant and represent that you own or otherwise control all of the rights to such Content including, without limitation, all the rights necessary for you to Transmit such Content, and to transfer your or others’ interests in such Content to Move as provided below.

You promise that you will not use the Move Network to:

* Transmit any Content
  + not related to appropriate subject matters;
  + which is misleading to others, including consumers;
  + that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
  + that you do not have a right to post and transmit under any law or under contractual relationships;
  + such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  + and materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
* intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.

By Transmitting Content to the Move Network, you grant, and you represent and warrant that you have the right to grant, to Move an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute the Content and to prepare derivative works of, or incorporate into other works, the Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Move Network, you grant Move all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Move Network by any party for any purpose.

Move takes matters of privacy and information seriously, and endeavors to maintain the privacy and security of any and all such information that you provide to Move through the Move Network in accordance with its Privacy Policy. Please click here to review the Move [Privacy Policy](https://www.realtor.com/privacy-policy/). The Move Privacy Policy applies to any and all Content and other information you provide, or that is collected from or about you, through your use of the Move Network, as provided for, and insofar as provided for, in the Move Privacy Policy.

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### Mortgage-Related Disclosure

This disclosure statement pertains to the conduct of Move, including services Move provides, in connection with the mortgage loan industry and Web sites and mobile applications operated by Move.

Move does not confirm, and does not make or give any guarantee regarding,

* (i) any information in any request for, or in any request to be contacted about, a quote, pre-qualification, pre-approval, loan commitment, loan or loan-related document, nor (ii) any information about any consumer, potential borrower or other person who submits or is the subject of an Inquiry, nor (iii) any information about, or in any rating of or feedback about, any advertiser, lender, broker or mortgage or loan professional

Move does not guarantee any information provided by any borrower, any specific loan terms and conditions offered by an advertiser, lender, broker or mortgage professional, or that any person will be offered or able to obtain any particular rates, loan, loan application, quote, pre-qualification, pre-approval, loan commitment or loan-related transaction.

Move is not a lender, mortgage broker, loan originator, loan processor or underwriter. Move does not aid or assist in obtaining loans or loan applications, nor in setting or negotiating any terms thereof, nor in making loan or loan application decisions.

Move does not offer loans and does not solicit or participate in the solicitation of loans or loan applications.

Move does not take applications for loans or credit nor issue or participate in the issuance of pre-qualifications or pre-approvals.

Any request for, inquiry about or agreement to receive or be contacted about loans, loan applications, quotes, pre-qualifications, pre-approvals, loan commitments or loan-related transactions by any consumer or person (e.g., by way of advertisements on Web sites or mobile apps operated by Move) is not, and will not be responded to by Move as, an order, application, offer or transaction for any credit, loan, loan application, quote, pre-qualification, pre-approval, loan commitment or loan-related transaction or other loan or credit product.

Move does not endorse or recommend any lender, any borrower nor any of the products, rates or offerings of any lender, broker or mortgage professional.

Nothing contained in any mortgage-related ad or other ad is an offer to provide, or a solicitation for, any loan, loan application, quote, pre-qualification, pre-approval, loan commitment or loan-related transaction.

Move is not an agent of any consumer or borrower nor of any advertiser, lender, broker or mortgage or loan professional.

Move sometimes may provide advertising services, services to facilitate contact when consumers wish to be contacted by lenders, mortgage brokers or other loan professionals and/or other like services relating to use of Web sites or mobile apps Move operates.

Decisions regarding loans, loan applications, quotes, pre-qualifications, pre-approvals, loan commitments or loan-related transactions are not made by Move but are made by lenders, brokers or other loan professionals which might include participating advertisers of Move.

Move does not make or give any guarantee regarding, and assumes no responsibility for, any such decisions, nor any acts or omissions of lenders, brokers or other loan professionals, nor any result or consequence (direct or indirect) of any business transaction (actual, proposed or discussed) or related communications between lenders, brokers or other loan professionals and any other person, nor any rates, information or other content on or accessible through any Web site or app that did not originate solely from Move.

The foregoing disclosures reflect Move’s good faith conclusions regarding the subject matter of such disclosures, and Move takes no responsibility for, and shall have no liability as a result of or in connection with, any assertions, findings or conclusions that might be made, adjudicated, established or otherwise reached by anyone other than Move, nor any actual or alleged inaccuracy of or other fault with any such disclosures.

For purposes of this Mortgage-Relate Disclosure statement, “Move” refers to each of Move, Inc. and each of its subsidiaries.

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### Ability to Opt Out from Receiving Certain Communications.

You have the choice to opt out of receiving certain marketing communications (email or text messages) you might receive from Move or a Move division (each referred to here as a "Sender"). Normally, a marketing email you receive from a Sender will have an opt-out link provided within the email itself (usually toward the bottom), and you typically can opt out of receiving further such marketing emails by clicking on the opt-out link and indicating your decision. If you receive marketing texts from a Sender, you typically can opt out of receiving further such texts by following instructions provided in the text itself, often by texting "STOP" to 22445, or by emailing the Move Customer Care team at Privacy@Move.com and including sufficient information to allow the Sender to properly respond to your request (e.g., your full name, your complete phone number with area code, and an image or description of the marketing text you received). Whether it's email or text, your request will be handled promptly; but please note that for a reasonable time you might receive further such marketing emails or texts while the Sender processes your request. Note also that opting out of marketing emails or texts will not necessarily cause you to stop receiving non-marketing emails or texts, such as texts about a purchase you may have made, a transaction you may have with a Sender, a lead you have submitted about a property that is for sale or perhaps even about listing alerts you may have requested, as well as other types (for example, about technical, administrative or informational matters) -- but even some or all of these kinds of messages (especially if texts) the Sender may stop as well.

Some additional program details regarding SMS (text) messaging from a Sender, including about opt out, are as follows:

* Message and data rates may apply.
* Message number and frequency varies and may be recurring for any given program.
* **Text "STOP" to 22445** in reply to a marketing text from a Sender to stop receiving further such texts (see above for other details).
* **Text "HELP" to 22445** in reply to a marketing text from a Sender to seek help or assistance.
* Example of a program's sponsor or Sender: realtor.com
* Texts sent may include both marketing and non-marketing texts.
* Carriers disclaim liability for delayed or undelivered messages.

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### General Terms

#### Applicable Law; Agreement to Arbitrate

These Terms of Use are governed by the laws of the State of California, U.S.A. without regard to conflicts of laws principles. YOU HEREBY AGREE THAT ANY AND ALL DISPUTES OR CLAIMS THAT MAY ARISE BETWEEN YOU AND MOVE SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. YOU AGREE THAT YOU AND MOVE MAY BRING CLAIMS AGAINST EACH OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MOVE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. FURTHER, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES AND PROCEDURES, AS MODIFIED BY THIS PARAGRAPH. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG. A FORM FOR INITIATING ARBITRATION PROCEEDINGS IS AVAILABLE ON THE AAA'S WEB SITE AT <https://www.adr.org/>. THE ARBITRATION SHALL BE HELD IN THE COUNTY IN WHICH YOU RESIDE OR AT ANOTHER MUTUALLY AGREED LOCATION. IF THE VALUE OF THE RELIEF SOUGHT IS $10,000 OR LESS, YOU OR MOVE MAY ELECT TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE OR BASED SOLELY ON WRITTEN SUBMISSIONS, WHICH ELECTION SHALL BE BINDING ON YOU AND MOVE SUBJECT TO THE ARBITRATOR'S DISCRETION TO REQUIRE AN IN-PERSON HEARING, IF THE CIRCUMSTANCES WARRANT. ATTENDANCE AT AN IN-PERSON HEARING MAY BE MADE BY TELEPHONE BY YOU AND/OR MOVE, UNLESS THE ARBITRATOR REQUIRES OTHERWISE. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES, UNLESS OTHERWISE STATED IN THIS PARAGRAPH. IF A COURT DECIDES THAT ANY PART OF THIS PARAGRAPH IS INVALID OR UNENFORCEABLE, THE OTHER PARTS OF THIS PARAGRAPH SHALL STILL APPLY. ACCESS OR USE OF THE MOVE NETWORK IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THIS PARAGRAPH.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Move as a result of the Terms of Use or accessing or using the Move Network. Move’s performance under the Terms of Use is subject to existing laws and legal process, and nothing contained in the Terms of Use is in derogation of Move’s right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Move Network or information provided to or gathered by Move with respect to such use.

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#### Interpretation of the Terms of Use

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. Unless otherwise specified herein (or in any other definitive written agreement between you and Move), the Terms of Use constitutes the entire agreement between you and Move with respect to the Move Network and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Move with respect to the Move Network. A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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#### Disclaimer of Warranties

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#### Indemnification

YOU AGREE TO INDEMNIFY AND HOLD MOVE, ITS THIRD-PARTY VENDORS, CORPORATE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF ANY CONTENT, SUBMITTED, POSTED, OR OTHERWISE PROVIDED BY YOU TO THE MOVE NETWORK AND/OR MOVE AND/OR ITS THIRD PARTY ADVERTISERS AND ANY BREACH BY YOU OR YOUR AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THESE TERMS OF USE.

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IP Administrator

Legal Department Move, Inc.

30700 Russell Ranch Road

Westlake Village, CA 91362

Telephone: (805) 557-3502

heaton@move.com

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