

Terms of Use and Service

Last Updated April 1, 2019

DISCLAIMER: Offervana™ is a software company in the real estate services arena. Offervana™ is powered JK Realty, LLC ("local real estate service provider"), in the State of Arizona. JK Realty, LLC is an Arizona real estate brokerage, state license number LC585087000.

Offervana™ ("Offervana", "we," "us," or "our") welcomes you to use and experience our website, <https://offervana.com> and the services we provide through such website (collectively, the "Site") subject to the following terms of use, service and conditions (the "Terms of Use"). We reserve the right to update the Terms of Use from time to time without notice to you.

BY BROWSING, ACCESSING, OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE "PRIVACY POLICY"), WHICH IS HEREBY INCORPORATED BY REFERENCE (COLLECTIVELY, THE "TERMS"). IF YOU DO NOT AGREE TO ANY OF THE TERMS, THEN PLEASE DO NOT USE OR ACCESS THE SITE OR ANY PORTION THEREOF.

At our discretion, we reserve the right to modify, discontinue, or terminate the availability of the Site, or modify the Terms at any time and without prior notice. If we modify the Terms, we will post the modification on the Site and the Site will indicate when the Terms were last updated. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be

bound by the modified Terms. If the modified Terms are not acceptable to you, your recourse is to stop using the Site.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. ELIGIBILITY

The site is available for individuals who are at least 18 years of age. By agreeing to these Terms of Use, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Site; and (c) your registration and your use of the Site is in compliance with all applicable laws and regulations.

2. DESCRIPTION OF USERS

a. Visitors

The site may be accessed by Visitors to our Site, as the term implies, who are people who do not register for an account, but want to explore the Site for informational purposes. Visitors may access the Site without any login and can view and access all publicly-available content, features and functionality on the Site, and contact us using the contact link on the Site.

b. Registered Users and Clients.

To gain access to our Multioffer Platform™ and receive multiple instant cash offers on your home, you will need to complete the questionnaire about your home and register for an account with the Site. By completing the questionnaire and requesting multiple instant cash offers on your home, you agree that you are becoming a client of local real estate provider and agree to a 10 (ten) day exclusive right to sell ("Listing Agreement"). There is no cost to you associated with this Listing Agreement unless you agree to accept an offer. At which time, local real estate service provider charges a 1% fee. We and the local real estate service provider are under no obligation to accept any individual as a Client, and may accept or reject any registration in our sole and exclusive discretion. As a Client, your Listing Agreement governs your use of our services and your obligations as a Client. These Terms govern your

access to and use of the Site and does not supersede or negate anything in the Listing Agreement.

3.MULTIOFFER PLATFORM™

Our Multioffer Platform™ is available for your use to obtain multiple offers from instant cash buyers. Some of the information you submit may be personal information, such as your name, email address, and phone number; as well as other information including the location of the home you are interested in selling, the condition of the home, and your desired move-out date. All information provided to us through the Site shall be used and processed by Offervana strictly in accordance with our Privacy Policy. Once you provide the required information, our proprietary technology will obtain and display multiple offers for your home from instant cash buyers. We will also provide you with an estimated market value for your home (an “Estimate”). Estimates provided through the Site are not guarantees of any listing price or actual sale price of your home. Our Multioffer Platform™ will also display an estimate of the time it will take to sell your home on the market and is not a guarantee of the actual time it will take to sell your home. We are not liable to you or any third party, under any circumstances or for any reason, with respect to our Estimates or your use thereof or reliance thereon.

4.REGISTERING AN ACCOUNT

If you would like to register an account on our Site, which will enable you to submit your home’s details and obtain multiple instant cash offers on your home, you will need to log in using your email address and create a password. When creating your account, you must provide true, accurate, current, and complete information about yourself. You may not transfer your account to anyone else without our prior written permission. You are solely responsible for all activity under your account. Each user email and password can be used by only one individual. You are responsible for maintaining the confidentiality of your login credentials. You are fully responsible for all activities that are associated with your account (including but not limited to any use of any services, or communications from your account to Offervana). You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your account or any other breach of security.

We grant you a limited, non-transferable, non-exclusive, license to access and use the Site solely for your personal, non-commercial purpose, subject to the terms of use set forth herein. We reserve the right to terminate this license at any time for any reason. By accessing and/or using the Site, you hereby agree to comply with the following guidelines:

- You will not use the Site for any unlawful purpose;
- You will not access or use the Site to collect any market research for a competing businesses;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Site;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Site;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not interfere with or attempt to interrupt the proper operation of the Site through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Site through hacking, password or data mining, or any other means.

We may modify, suspend, or discontinue the Site at any time and it will not be liable to you or any third party. We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Site, or any portion thereof, without notice.

5.LISTING AGREEMENT

By registering for an account, you are agreeing to an exclusive right to sell with the local real estate service provider for ten (10) days from the submission of your registration. This agreement sets forth that you give local real estate provider permission and authority on your behalf to solicit multiple instant cash buyers for your home. There is no cost to this listing agreement and no obligation to accept any of the instant cash offers. If you accept a cash offer, there is a 1% fee. There will be no property showings or property inspections unless and until you accept an offer on your home. In the event you agree to accept an instant cash offer on your home, you will be required to sign a further detailed exclusive right to sell extending the listing period with your local service provider.

6. INTELLECTUAL PROPERTY

The Site and all content on the Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Offervana™ and its licensors exclusively own all right, title, and interest in and to the Site, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site.

You may view all content on the Site (the “Content”) for your own personal, non-commercial use and not for any other use, including any commercial use, without our prior written consent. The Content may be owned by us, our affiliates or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

We, and our licensors, retain all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The

use or posting of the Content on any other Site, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of these Terms, your permission to access the Site automatically terminates and you must immediately destroy any copies you have made of the Site.

The trademarks, service marks, and logos of Offervana™ (the “Offervana Trademarks”) used and displayed on the Site are registered and unregistered trademarks or service marks of Offervana™. Other company, product, and service names located on the Site may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Offervana Trademarks, the “Trademarks”). Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any Site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Offervana™ Trademarks inures to our benefit.

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

7.FEEDBACK

We are free to use, reproduce, disclose and otherwise exploit any and all feedback, comments and suggestions you provide us with respect to the Site (“Feedback”), in perpetuity, for any lawful purpose, without compensation or attribution to you or any third party.

8.CONFIDENTIALITY

If you are a registered user (including, but not limited to, Clients), you acknowledge that Offervana™ has disclosed or may disclose information relating to Offervana™ technology or business (hereinafter referred to as “Proprietary Information”). You agree: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary

information solely to those employees with a need to have access thereto for purposes of these Terms, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that you take with your own proprietary information, but in no event less than reasonable precautions to protect such Proprietary Information. The foregoing will not apply with respect to any information that you can document (a) is or becomes generally available to the public other than through your own wrongful act, or (b) was in your possession or known by you prior to receipt from us, or (c) was rightfully disclosed to you without restriction by a third party, or (d) was independently developed without use of any Proprietary Information. Nothing in these Terms will prevent you from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that you give us reasonable prior notice of such disclosure to contest such order.

A violation of any of the foregoing is grounds for termination of your right to use or access the Site.

9. USE AND TERMS OF TEXT COMMUNICATIONS

Our Site allows you to request and receive informational text messages ("Text Messages") to inform you about the status of your price inquiry, next steps, reminders and other important information.

It is your responsibility to determine if your mobile service provider supports text messaging and your mobile device is capable of receiving text messages. Our Text Messages are subject to the terms and conditions of your agreement(s) with your mobile device carrier. You are responsible for any fees imposed by your mobile device carrier of any kind whatsoever. You acknowledge that our Text Messages are sent to you without being encrypted and will include information pertaining to price inquiry. We reserve the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the Text Messages and to suspend Text Messages for scheduled or unscheduled maintenance, upgrades, improvements or corrections.

If you do not wish to receive mobile communications and text messages, you can opt-out either by not confirming your opt-in to receive Text Messages, by changing the text message settings on your account, or by responding to a text with "STOP" or "UNSUBSCRIBE" or otherwise following the opt-out instructions in a text message. We reserve the right to change these Terms, and your continued use of the Text Messages constitutes agreement to all such changes.

10. WARRANTIES DISCLAIMED

The websites and content are provided "As is" and "As available." Neither Offervana™, its affiliates, subsidiaries, employees, officers, members, or trustees nor any of its agents, representatives, suppliers, advertisers, contractors, promotional partners, or licensors (collectively "Offervana™") provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (i) the sites or Offervana™ content, or any results that may be obtained by you, are complete, accurate, reliable or non-infringing; (ii) access to the sites will be uninterrupted, timely, secure, or error free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the sites will meet your expectations; or (iv) Offervana™ content will remain unchanged or accessible on the sites. All warranties, express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property.

11. LIMITATION OF LIABILITY

The Offervana™ parties shall not be liable, and disclaim any liability, for any claim, loss or damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising (i) out of the use of or inability to use the sites and/or any Offervana™ content; (ii) from any interruption in the availability of the sites and/or Offervana™ content; (iii) from any loss of data and/or from any equipment failure; (iv) out of the procurement of substitute goods or services resulting from any problems with the goods,

content and/or services purchased or obtained from the sites, or transactions entered into, through or from the sites; (v) from unauthorized access to or alteration of your transmissions or data; (vi) from statements or conduct of any third party on the sites; (vii) from any delay or failure of the sites arising out of causes beyond Offervana™'s control; (viii) out of the use of, reference to, or reliance on, the Offervana™ content; (ix) out of any third party materials, information, products and services contained on, or accessed through, the sites (x) out of any content, materials, accuracy of information, and/or quality of the products, services or materials provided by or advertised on third party websites; or (xi) out of any other matter relating to the sites or Offervana™ content.

In the event you are dissatisfied with, or dispute, these terms of use, the sites and/or the Offervana™ content, your sole right and exclusive remedy is to terminate your use of the sites, even if that right or remedy is deemed to fail of its essential purpose. You confirm that has no other obligation, liability or responsibility to you or any other party.

12. FAIR HOUSING ACT DISCLOSURE

Offervana™ and local real estate provider does business in accordance with the Fair Housing Act. Thus, in connection with its activity under the Site, Offervana™ and local real estate provider will not discriminate in the sale, lease or rental of housing, or making housing otherwise unavailable against any person on the basis the person's race, color, religion, sex, handicap, familial status (having one or more children), or national origin.

13. EXTERNAL SITES

The Site may contain links to third-party Sites ("[External Sites](#)"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all Sites to protect your computer from viruses and

other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

14. INDEMNIFICATION

You will indemnify, defend, and hold Offervana™, our affiliates, and our and their respective shareholders, members, officers, directors, employees, agents, and representatives (collectively, "Offervana Indemnities") harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees incurred by any Offervana™ Indemnitee in connection with a third-party claim, action, or proceeding (each, a "Claim") arising from your violation of these Terms or your gross negligence or willful misconduct; provided, however, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim (provided that our failure to provide prompt written notice shall excuse your indemnification obligations only to the extent that you are prejudiced thereby); (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise, provided that you may not make any admission of liability on behalf of any Offervana™ Indemnitee without our prior written approval.

15. COMPLIANCE WITH APPLICABLE LAWS

The Site is based in the United States. We make no claims concerning whether the Site may be viewed or be appropriate for use outside of the United States. If you access the Site from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

16. TERMINATION

These Terms of Use will take effect at the time you begin using the Sites. We reserve the right, with or without notice, at any time and for any reason to deny you access to the Sites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the Site, but all applicable provisions of these Terms of Use

will survive such termination. Upon termination, you must destroy all copies of any portion of the Sites, including any of our content in your possession.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM AS THEY AFFECT YOUR LEGAL RIGHTS.

17. BINDING ARBITRATION

In the event of a dispute arising under or relating to these Terms or the Site (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS Site www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s 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. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in

the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 20 below, nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

18.CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

19.EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms. We may, without waiving any other remedies under these Terms, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Delaware for purposes of any such action by us.

20.CONTROLLING LAW; EXCLUSIVE FORUM

These Terms will be governed by the laws of the state of Delaware. The exclusive jurisdiction for any claim, action or dispute with Offervana™ or relating in any way to your use of the Site

will be in the state and federal courts of the state of Delaware and the venue for the adjudication or disposition of any such claim, action or dispute will be in Delaware.

21.MISCELLANEOUS

If these Terms are terminated in accordance with the termination provision in Section 16 above, such termination shall not affect the validity of the following provisions of these Terms, which shall remain in full force and effect: “Intellectual Property,” “Confidentiality,” “Disclaimer of Warranties; Not an Appraisal,” “Limitation of Liability,” “Indemnification,” “Compliance with Applicable Laws,” “Binding Arbitration,” “Class Action Waiver,” “Equitable Relief,” “Controlling Law; Exclusive Forum,” and “Miscellaneous.”

Our failure to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing (including with respect to any Listing Agreement), these Terms constitute the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The Listing Agreement, if any, is not superseded by these Terms. The section headings are provided merely for convenience and shall not be given any legal import. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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Last Updated April 1, 2019

We at Offervana™ have created this Privacy Policy because we want you to know how information you provide to us is used and shared. This Privacy Policy relates to the information and use practices of Offervana™ in connection our [Site](#).

By accessing and/or using our Site, you are agreeing to the terms of this Privacy Policy and our [Terms of Use](#), which together make up the Terms. Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in our [Terms of Use](#).

The Information We Collect and/or Receive

In the course of operating the Site, and providing certain services, we will collect (and/or receive) the following types of information. You authorize us to collect and/or receive such information.

1.Contact Information.

We collect contact information on our Site from visitors and Clients. Contact information typically includes your name, e-mail address, home address, mobile phone number (the “[Contact Information](#)”). The Contact Information is used to establish and authenticate or access an account, provide requested information or services (including our Multioffer™ Platform), and to contact you in connection therewith. We do not collect any Contact Information from you unless you provide us with the Contact Information voluntarily (for example, by interacting with our Property Estimate Tool, through a Phone Interview, by registering on the Site, or by sending us an email).

2.Financial Information.

During your use of our site you may provide us with certain financial information including, without limitation, an accounting statement (to show proof of funds), the amounts remaining on any mortgage you have taken on your home, how much you expect or desire to pay towards a down payment on your next home, and other relevant information (“[Financial](#)

Information”). We do not collect your credit card or other banking information, nor do we collect any of the credit check information that our third-party mortgage lenders, or approved third-party mortgage lenders, may collect from you.

3. Other Information.

In addition to the Contact Information and Financial information, we may collect or receive additional information (collectively, the “Other Information”). Such Other Information may include:

a. From Your Activity.

In order to provide you certain features and functionalities of the Site, and in an ongoing effort to improve our Site, we automatically collect certain information when you use the Site, and integrate it with your other devices and services. Such information may include, without limitation:

- *Usage Information.* IP addresses, browser type and language, referring and exit pages and URLs, date and time, amount of time spent on the Site, what sections of the Site you visit, etc.; and
- *Mobile Device Information.* Information about a mobile device, including universally unique ID (“UUID”), platform type and version (e.g., iOS or Android), carrier and country location, hardware and processor information, and network type.
- *Calls and Text Messages.* Calls between you and Offervana™ or between you and third parties made through Offervana™ (such as your Phone Interview, or if you use any contact information found on our Site), may be recorded or monitored for quality assurance and customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. Offervana™ uses a third-party service provider to track phone calls and text messages between you and real estate professionals so that we and the real estate professional can access certain details about the interaction. As part of this process, Offervana™ and its service provider will receive in real time and

store, data about your call or text message, including the date and time of the call or text message, your phone number, and the content of the text message.

b.From Cookies.

We collect information using “cookie” technology. Cookies are small packets of data that a Site stores on your computer’s or mobile device’s hard drive so that your computer will “remember” information about your visit to our Site. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us collect Other Information and to enhance your experience using the Site and App. If you do not want us to place a cookie on your hard drive, you may be able to turn that feature off on your computer or mobile device. Please consult your Internet browser’s documentation for information on how to do this and how to delete persistent cookies. However, if you decide not to accept cookies from us, the Site may not function properly.

c.From You.

You may voluntarily provide us additional information about yourself that does not identify you personally, including information about your property, such as the condition of your home and the time frame in which you desire to move. Some of this information may be publicly available, and by using our Property Estimate Tool you are consenting to our collecting such publicly available information about your home and using it in connection with the information and services that we offer.

d.Third-Party Mortgage Lenders.

We work with third-party mortgage lenders (or permit you to work with your chosen third-party mortgage lenders) to underwrite our Clients, appraise your home, and ensure your solubility. You hereby authorize us to obtain information from such mortgage lenders which may include an approval letter or certification of solubility, a pre-approved loan amount, the home appraisal amount, and related information. Other than the information listed herein, we

do not and will not have access to any other financial information that you provide to the mortgage lender.

e.Third-Party Analytics.

We may use one or more third-party analytics services to evaluate your use of the Site, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Site. These third parties use cookies and other technologies to help analyze and provide us the data. By accessing and using the Site, you consent to the processing of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy. Please be advised that if you opt out of any service, you may not be able to use the full functionality of the Site.

Below is a list of analytics providers that we use; however, such list may be subject to change based on how we wish to understand the user experience. You may use the accompanying links to learn more about such providers and, if available, how to opt-out from their analytics collection:

- For Google Analytics, please visit <https://www.google.com/analytics>
- For FullStory, please visit <https://www.fullstory.com/optout/>
- For Bugsnag, please visit <https://docs.bugsnag.com/legal/privacy-policy/>
- For Segment, please visit <https://segment.com/docs/legal/privacy/>
- For Google Tag Manager, please visit <https://policies.google.com/privacy#infochoices>

Information Collected By Or Through Third-Party Advertising Companies

You authorize us to share Other Information about you with third parties, including, but not limited to, advertising and remarketing providers, or other brand partners, for purposes of personalizing or otherwise understanding how you engage with ads or other content. These third parties may use cookies, pixel tags (also called web beacons or clear gifs), or other

technologies to collect Other Information in furtherance of such purposes, including to tailor, target (i.e., behavioral, contextual, retargeting, and remarketing), analyze, report on, and/or manage advertising campaigns or other initiatives. For example, when a browser visits a site, pixel tags enable us and these third-parties to recognize certain cookies stored within the browser to learn which ads or other content bring a user to a given site. In addition, we may receive Other Information from these third parties, including through their service providers, such as advertising identifiers, IP addresses, and post-conversion data.

Below is a list of advertising/remarketing providers that we use; however, such list may be subject to change. You may use the accompanying links to learn more about such providers and, if available, how to opt-out from certain data collection, their targeted ads or other personalization features. Please note you will not necessarily be opted-out of advertising or content generally; you may still receive generic ads or content.

For Google Adwords, you can set preferences for how Google advertises to you using the Google Ad Preferences page at <https://adssettings.google.com/authenticated>, and if you want to, you can [opt out of interest-based](#) advertising entirely by cookie settings or permanently using a browser plugin.

For Facebook, you can set ad preferences by following the instructions here: <https://www.facebook.com/help/568137493302217>.

In addition, you may opt-out of interest-based advertising by participating providers by visiting <http://www.networkadvertising.org> and <http://www.aboutads.info/choices> for details on how to do so.

How We Use and Share the Information

You authorize us to use the Contact Information and the Other Information (collectively, the “Information”) to provide the Site and the services and to improve the same, to send related information such as confirmations and listing emails; to solicit your feedback; and to inform you about our products, promotions and services and those of our promotional partners.

You also authorize us to use and/or share Information as described below.

- We may, from time to time, share and/or license Information with or to other companies, who may provide you information about the products and services they or their partners offer. However, to the extent required by law, you will be given the opportunity to opt-out of such sharing.
- We will access, use, and share the Information as required to fulfill our obligations to you and to address your questions or requests regarding our services and/or support.
- We may, from time to time use or share your Information to send you technical notices, updates, security alerts and support and administrative messages.
- We may, from time to time use or share your Information to detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of Offervana™ and others.
- We may employ other companies and individuals to perform functions on our behalf. Examples may include our inspectors for Home Visits, our real estate agents to perform home tours, third-party mortgage lenders to provide certification as to your solvency, technical assistance, customer service, phone call and text tracking and marketing assistance. In particular, Offervana™ uses a third-party cloud hosting provider to store user Information and configurations. These other companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law.
- In an ongoing effort to better understand our customers, Site and our services, we may analyze certain Information in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Site, and services. This anonymous information does not identify you personally. We may use this anonymous information, and share and/or license it with and to our affiliates, agents, business and promotional partners,

and other third parties. We may also disclose anonymous user statistics in order to describe our services and business to current and prospective business partners and to other third parties for other lawful purposes.

- We may share some or all of your Information with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us.
- As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.
- To the extent permitted by law, we may also disclose the Information: (i) when required by law, court order, or other government or law enforcement authority or regulatory agency; or (ii) whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of Offervana™ or others or detect, prevent, or otherwise respond to fraud, security or technical concerns; (iii) enforce or investigate a potential violation of the [Terms of Use](#), or (iv) support auditing and compliance functions.

If Offervana™ intends on using your Information in any manner that is not consistent with this Privacy Policy, you will be informed of such anticipated use prior to or at the time at which the Information is collected.

Sharing of Your Personal Information with Non-Affiliated Third Parties

We will not share your Contact Information with non-affiliated third parties that may use such information to market to you, without obtaining your opt-in consent. For example, we may offer you a product opportunity that requires us to share your Contact Information with non-affiliated third parties that may use such information to market to you. We will obtain your opt-in consent to such sharing of your Contact Information when we present you with

the terms of such offer. If you have opted-in for this kind of sharing, then you may: (i) choose to opt-out of such sharing by contacting us at privacy@offervana.com; or (ii) request certain information regarding our disclosure of such Contact Information to such non-affiliated third parties by contacting us at privacy@offervana.com.

If you would like to opt-out of our sharing of your Contact Information with its affiliates so that such affiliates can use your Contact Information to market to you, please contact us at privacy@offervana.com.

How We Protect Your Personal Information

We take commercially reasonable steps to protect your Contact Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the Contact Information that you supply will not be intercepted while being transmitted to and from us over the Internet. If you are a Client and have an account on the Site, you can access and update personal information you provide to Offervana™ in your account profile by logging into your account. We may maintain a copy of the original version of your information in our records.

Accessing and Modifying Personal Information and Communication Preferences

If you have an account with Offervana™ you can select your preferences through your account settings. You may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any Offervana™ marketing email. We will use commercially reasonable efforts to process such

requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our databases.

Important Notices to Non-U.S. Residents

The servers used in connection with the operation and use of the Site are operated in the United States and elsewhere. Please be aware that your Information, including your Contact Information may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to use the Site, you do so at your own risk.

External Sites

The Site may contain links to third-party Sites. We have no control over the privacy practices or the content of these Sites. As such, we are not responsible for the content or the privacy policies of those third-party Sites. You should check the applicable third-party privacy policy and terms of use when visiting any other Sites.

Children

We do not knowingly collect Contact Information from children under the age of 13 through the Site. If you are under 13, please do not give us any Contact Information. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our

Privacy Policy by instructing their children never to provide Contact Information through the Site without their permission. If you have reason to believe that a child under the age of 13 has provided Contact Information to us, please contact us, and we will endeavor to delete that information from our databases.

California Residents

Under California Civil Code Section 1798.83, California residents who have an established business relationship with we may choose to opt out of our sharing your Contact Information with third parties for direct marketing purposes. If you are a California resident and (1) you wish to opt out; or (2) you wish to request certain information regarding our disclosure of your Contact Information to third parties for the direct marketing purposes, please send an e-mail to privacy@knock.com.

In addition, Offervana™ does not monitor, recognize, or honor any opt-out or do not track mechanisms, including general web browser “Do Not Track” settings and/or signals.

Government and Private Party Information Requests

Offervana™ occasionally receives various forms of legal process from government agencies and private parties requesting information about Offervana™ users. Before we produce information, we will attempt to notify affected users and give them an opportunity to object

unless notification is prohibited by law or if we believe that notification would create a risk of harm or be otherwise counterproductive.

Changes to This Privacy Policy

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. Any such changes will be posted on the Site. By accessing the Site after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the Information. Please refer back to this Privacy Policy on a regular basis.

How to Contact Us

If you have questions about this Privacy Policy, please contact Offervana™ via e-mail at privacy@offervana.com.