

This User Agreement is effective upon acceptance for new users, and from MAY 1, 2020 for existing users.

1. INTRODUCTION

By accessing or using the Services, you are agreeing to this User Agreement and entering into a legally binding agreement with us. This User Agreement, ("Agreement") and all policies and additional terms posted on and in our sites, applications, mobile applications, tools and services (collectively "Services") set out the terms on which Exchange USA, LLC offers you access to and use of our Services. All policies and additional terms posted on and in our sites, applications, tools, and services are incorporated into this User Agreement. You agree to comply with all terms of this Agreement when accessing or using our Services.

The entity you are contracting with is Exchange USA, LLC. In this Agreement, this entity is referred to as "**Exchange**," "**we**," or "**us**."

You must be at least 18 years old or, if in your jurisdiction the age of majority is above 18 years old, you must be above the age of majority in your jurisdiction, to use the Services. You may choose to create an account and provide certain information, including a valid email address and a password. If you want to participate in or make an offer in connection with a sale, you will have to register with us. You agree to provide accurate and truthful information and to keep it accurate and updated. It is your responsibility to maintain the confidentiality and security of your information, and you agree to notify us if there has been any unauthorized use of your information. You may not share your password with unaffiliated third parties. You are fully responsible for all uses of your password, account and username, or registration, whether by you or others. We are authorized to act on instructions received through use of your account or registration, and are not liable for any loss or damage arising from your failure to comply with this Section. By providing your information, you consent to us contacting you about your interest in us or the Services by email, phone, or through any other contact information you have chosen to provide.

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Legal Disputes, Section B ("Agreement to Arbitrate")). If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

2. ABOUT EXCHANGE

Exchange is a marketing company providing a marketplace allowing users to offer, sell and buy real property and mortgage notes (“Property”) at www.theExchangeUSA.com. The actual contract for sale is directly between the seller and buyer. Exchange provides customized marketing plans for each Seller and uses digital marketing, press releases, direct mail and other methods to reach Buyers. Buyers are directed to the Seller’s listing where they can make offers on the Seller’s Property. Exchange empowers Buyers and Sellers to quickly and efficiently solve the question of price.

Any guidance we provide as part of our Services, such as pricing (EX Estimate only, pricing and negotiations are not provided by anyone at Exchange), listing, and sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, Exchange has no control over and does not guarantee: the quality, safety or legality of the listed Property advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell Property; the ability of buyers to pay for Property; or that a buyer or seller will actually complete a transaction.

3. USING EXCHANGE

In connection with using or accessing the Services you will not:

- post, list or upload inappropriate content. Threaten, stalk, harm, or harass others, mislead or deceive others, promote bigotry or discrimination, defame others, or is otherwise objectionable; solicit personal information, promotes illegal substances, or submit or transmit pornography;
- You will remain polite and civil to other users, even if you disagree with content that you come across through your use of the Services;
- Your Submissions will not be off topic or contain promotions of or solicitations for other products, services or fundraising activities;
- Your Submissions will not infringe or violate our rights or the rights of a third party;
- You will not impersonate anyone else, misrepresent your identity or affiliation, or make Submissions from fake or anonymous profiles;
- You agree that we are not liable for Submissions made by you or others;
- You agree that we have the right to remove or edit any content and any Submissions in our sole discretion;
- Your Submissions will not consist of any inappropriate content, including without limitation personal attacks, offensive remarks, obscenities or any language that we consider foul, vulgar or fraudulent;

- Your Submissions will not contain images of any person, unless you have received their permission, or the permission of their parent or guardian if the person is under the age of 18 or unable to provide consent for any reason
- breach or circumvent any laws, regulations, third-party rights or our systems, policies, or determinations of your account status;
- fail to pay marketing fees due prior to your listing posting to the website;
- manipulate the price of any listing or interfere with any other user's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- transfer your Exchange account and user ID to another party;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Exchange or the interests or Property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of Exchange;
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual Property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Exchange. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Exchange or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- commercialize any Exchange application or any information or software associated with such application, except with the prior express permission of Exchange;
- harvest or otherwise collect information about users without their consent; or

- circumvent any technical measures used to provide the Services.

If we believe you are abusing Exchange and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

Buyers and sellers can't:

- Engage in any action with a user on the site designed to complete or facilitate a transaction outside of Exchange
- Share or request direct contact information prior to Seller accepting your offer. Exception: Buyers or Sellers may request through the listing's assigned Exchange Admin a conference call to ask questions and discuss the Property to facilitate a sale on Exchange
- In any communications with another Exchange member, refer to or promote external websites that facilitate sales outside of Exchange or other businesses
- Use any user information to contact another member to buy or sell off Exchange
- Host listing descriptions or images outside of Exchange

If we believe you are trying to sell outside of Exchange, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, and recovery of expenses for policy monitoring and enforcement. If you are a seller and you offer or reference your contact information or ask a buyer for their contact information in the context of [buying or selling outside of Exchange](#), you may be liable to pay a final value fee applicable to that listing, even if the listing does not sell.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

4. YOUR LICENSE TO USE THE SERVICES

The Services are owned exclusively by us. However, we grant you a limited, non-exclusive, non-transferable license to access and use the Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Services, except as expressly permitted in this

Agreement. Any violation by you of these license provisions may result in the immediate termination of your right to use the Services. We reserve all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws

5. LISTING CONDITIONS

When listing a Property for sale on Exchange, you agree that:

- you are responsible for the accuracy and content of the listing and Property offered,
- content that violates any of Exchange's policies may be modified, obfuscated or deleted at Exchange's discretion,
- we may revise data associated with listings to supplement, remove, or correct information,

6. PURCHASE CONDITIONS

When buying a Property on Exchange's Services, you agree that:

- you are responsible for reading the full listing before making an offer or commitment to buy,
- offers are a non-binding transaction representing a buyer's serious expression of interest in buying the seller's Property or mortgage note and does not create a formal contract between the buyer and the seller,
- the Buyer with an offer accepted by a Seller will have a limited amount of time to post an escrow deposit and sign a purchase and sale contract before the next Buyer is contacted to complete the sale. Each listing will indicate the response time required for the escrow deposit and signed contract. **AN ACCEPTED OFFER IS NOT A GUARANTEE BUYER HAS PURCHASED THE PROPERTY. THE BUYER DOES NOT HAVE AN INTEREST IN THE PROPERTY UNTIL A CONTRACT IS SIGNED BY BOTH SELLER AND BUYER AND THE TITLE COMPANY HAS RECEIVED THE ESCROW DEPOSIT.**
- We do not transfer legal ownership of listings from the seller to the buyer, we manage the sale through to closing.

- **If you know the Seller, you can't make offers with the intent to increase the price or desirability artificially.** This rule applies to family, friends, roommates, employees, and online connections.

7. CONTENT

When you provide content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against Exchange, our assignees, our sublicensees, and their assignees in connection with our use of that content in connection with our provision, expansion, and promotion of the Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. Exchange takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including Exchange users). You may use that content solely in your Exchange listings. Exchange may modify or revoke that permission at any time in our sole discretion. The product data includes copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable listing data but cannot promise that the content provided through the Services will always be available, accurate, complete, and up to date. You agree that Exchange is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us or our data providers liable for inaccuracies. As a seller, you agree to ensure that content directly associated with your listings is accurate.

The name "theExchangeUSA", "EschangeUSA" and other Exchange marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of Exchange in the U.S. and other countries. They may not be used without the express written prior permission of Exchange.

8. PROTECTION AND USE OF CONFIDENTIAL INFORMATION

You will (a) take reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Agreement; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Agreement.

Privacy of Others; Marketing

If Exchange provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use user information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

9. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Offer texts and email notices and other notification functionality in Exchange's applications may not occur in real time. Such functionality is subject to delays beyond Exchange's control.

ALL INFORMATION PROVIDED VIA THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE. NO ACTION SHOULD BE TAKEN BASED UPON INFORMATION PROVIDED VIA THE SERVICES WITHOUT FIRST SEEKING INPUT FROM AN INDEPENDENT PROFESSIONAL WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE AREA. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;

- your use of or your inability to use our Services;
- pricing from EXEstimate, format, or other guidance provided by Exchange;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any Exchange Service;
- the content, actions, or inactions of third parties, including listings listed using our Services or the destruction of allegedly fake listings;
- the duration or manner in which your listings appear in search results;

10. RELEASE

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

11. INDEMNITY

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of Exchange's Services or your breach of any law or the rights of a third party.

12. LEGAL DISPUTES

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND EXCHANGE HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Exchange agree that any claim or dispute at law or equity that has arisen, or may arise, between you and Exchange (including any claim or dispute between you and a third-party agent of Exchange) that relates in any way to or arises out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of Exchange or its agents, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Offer, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and Exchange, except as otherwise stated in this User Agreement.

B. Agreement to Arbitrate

You and Exchange each agree that any and all disputes or claims that have arisen, or may arise, between you and Exchange (including any disputes or claims between you and a third-party agent of Exchange) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to the Services, the actions of Exchange or its agents, or any products or services sold, offered, or purchased through the Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one

arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

If you and Exchange are unable to resolve the claims described within 30 days, you or Exchange may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to support@theexchangeUSA.com. In the event Exchange initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Exchange account. Any settlement offer made by you or Exchange shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in by virtual conference or at another mutually agreed location.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Exchange user to the extent required by applicable law. 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.

2. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Exchange will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Exchange should be submitted by mail to the AAA along with your Demand for Arbitration and Exchange will make arrangements to pay all necessary fees directly to the AAA. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Exchange for all fees associated with the arbitration paid by Exchange on your behalf that you otherwise would be obligated to pay under the AAA's rules.

3. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

4. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Exchange prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Exchange. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.theExchangeusa.com at least 30 days before the effective date of the amendments and by providing notice by email. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.

C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Exchange must be resolved exclusively by a state or federal court located in St. Louis County, Missouri. You and Exchange agree to submit to the personal jurisdiction of the courts located within St. Louis County, Missouri for the purpose of litigating all such claims or disputes.

13. GENERAL

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on www.theExchangeUSA.com.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on www.Exchange.com. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We may ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an Exchange representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the Exchange Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and Exchange and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

Contact US

For questions about the Services, you should contact support@theexchangeusa.com or **(800) 641-6520**.

This User Agreement was last updated May 1, 2020