



# Terms & Conditions of Use

## **1 ACCEPTANCE OF TERMS**

1.1 Your access to and use of [www.rockerealtytx.com](http://www.rockerealtytx.com) ("the Website") and all Services referred to in Section 2, is subject exclusively to these Terms and Conditions. By using the website, you acknowledge and agree to refrain from using the website and Services for any purpose that is unlawful, unethical or otherwise prohibited by these Terms and Conditions. By using the Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Services.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Services following any changes shall be deemed to be your acceptance of such change. If updated or amended, an alert will be visibly noted on the website, viewable at your discretion, therefore continued use (by you) will be deemed acceptance of changes and/or amendments to this document.

## **2 THE SERVICES**

"Services" consist of the Website and any functions provided by, through, or in conjunction with the Website, including but not limited to real estate partnering services, agent communication services, email, telephone messages, and text messages. Unless stated otherwise, the Services are for your personal and non-commercial use only.

The Services are not for use by users under the age of 13. By registering for the Services, you warrant to us that you are over the age of 13, and that you shall not allow persons under the age of 13 to use or access the Services.

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY. DO NOT USE THE WEBSITE OR REGISTER FOR THE SERVICES IF YOU DO NOT WISH TO COMPLY.

By either filling out our contact form or registering a user account in order to use the Services, you give us express written consent to contact you by phone, e-mail, or text messages. YOU EXPRESSLY AGREE THAT WE MAY CONTACT YOU EVEN IF YOU HAVE PREVIOUSLY REGISTERED YOUR PHONE WITH A FEDERAL OR STATE "DO NOT CALL" REGISTRY. You have the right to withdraw your consent and may opt-out of receiving phone calls by contacting us in any of the methods listed in the "Contact" section of the Website. In addition, you may opt-out of e-mails by clicking the "unsubscribe" link in any e-mail we send to you, and opt-out of text messages by replying to text messages you receive from us with a request to STOP. If you opt-out and then re-enable any of these services, you will be deemed to have again given us your express written consent to contact you via any services you re-enable.

## **3 PRIVACY POLICY**

Our Privacy Policy is incorporated herein by reference.

## **4 USER ACCOUNT, PASSWORD AND SECURITY**

In order to use the full functionality of the Services, you may be required to create a user account. If so, you will be required to complete the registration process by providing certain information and registering a username and password for use with the Services. You are responsible for maintaining the

confidentiality of the username and password and also for all activities that take place under your user account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. In no event will we be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's user account at any time without the express permission of the account holder.

### **5 ACCEPTABLE USE**

5.1 For purposes of these Terms of Use, "Content" means information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials made available, displayed or transmitted over, by, or in connection with the Services (including information made available by means of an Internet "hyperlink", a third party Web posting or similar means), including all trademarks, trade names service marks and domain names contained therein.

5.2 With regard to the use of the Services, including any and all Content that you upload, send, post, e-mail, or otherwise transmit while using the Services, you represent that (i) you are the true owner of or have and will have at all times sufficient rights, without limitation, to upload the Content, (ii) the Content does not and will not violate (a) the copyrights, patents, trade secrets, trademarks, service marks or other intellectual property rights, (b) other property rights, (c) privacy rights or (d) any other proprietary rights of any other person, business, or entity, and (iii) transmission of the content does not and will not violate any laws or breach any licenses or other agreements to which you are a party. Except as specifically permitted by law, you may not post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials.

You acknowledge that all Content, whether posted publicly or transmitted privately over, by, or in connection with the Services are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is inaccurate, offensive or indecent. We will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of or reliance on any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

5.3 In using the Services you agree not to:

5.3.1 Post, publish, distribute or disseminate material or information that is tortious, libelous, defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

5.3.2 Threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

5.3.3 Make available or upload files that contain a virus, worm, trojan, corrupt data, or other code that damages, destroys or interferes with (or is intended to damage, destroy, or interfere with) the operation of the Services or with any computer or property of another;

5.3.4 Advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages; or

5.3.5 Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement).

5.4 We shall be entitled, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable, based on a 'reasonable person' standard.

5.5 You may not use the Services to interfere with, gain unauthorized access to, or otherwise violate the security of our (or another party's) network, servers, computers, other control devices, software, or data, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

Unauthorized monitoring, scanning or probing of networks or systems or any other action aimed at the unauthorized interception of data or the harvesting of e-mail addresses;

Use any forged, false or misleading number identity, email header, invalid or non-existent domain names in email or postings nor employ techniques to hide, obscure or counterfeit the source of e-mail or other posting;

Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;

Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);

Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication; except in the case of authorized legitimate network security operations, distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools; or programs that may damage the operation of another's network, system, computer or other property.

## **6 TERMINATION**

We reserve the right to immediately and without notice suspend or terminate your account or any of the Service if we reasonably believe that you have violated these Terms and Conditions. We have no obligation to provide you with notice of an alleged violation. We may at any time, at our sole discretion, discontinue the Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Services.

## **7 LINKS TO THIRD PARTY WEBSITES**

The Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we



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are not responsible for the content or availability of any such sites. Neither these Terms and Conditions nor our Privacy Policy governs the use of your information by third party websites.

### **8 COMPLIANCE WITH LAWS**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States of America or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

You acknowledge that (i) the export, import, and use of certain software, and technical data that may be provided as part of the Services are subject to domestic and foreign U.S. laws (including the U.S. Export Administration Act and the regulations implemented thereunder by the U.S. Department of Commerce, the U.S. Foreign Corrupt Practices Act ("FCPA"), and all foreign laws similar to the FCPA) (all such laws and regulations collectively referred to herein as "Export Laws"), as the same may be amended from time to time, (ii) the transmission of Content via the Services may be subject to all domestic and foreign privacy laws applicable to the provision of Services (including the Electronic Communications Privacy Act (together with the Stored Communications Act), the Federal Trade Commission Act, the U.S. Patriot Act, the Children's Online Protection Act, state privacy laws (including the California Online Privacy Protection Act ("CalOPPA")), state wiretap laws, and, together with all respective federal and state regulations implementing those laws, as the same may be amended from time to time (all such laws and regulations collectively referred to herein as "Privacy Laws"), and (iii) agree to strictly comply with all Privacy Laws and Export Laws applicable, directly or indirectly, to your operation or use of the Services or your transmission of Content thereby.

### **9 INTELLECTUAL PROPERTY RIGHTS**

9.1 The Services, the Website and content contained therein (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Services you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. We hereby grant you a limited, personal, and non-exclusive license to copy and/or print pages viewed through the Website or the Services for personal, non-commercial use only.

9.2 We do not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive license to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The license shall be terminated when such Content is deleted from the Services.

### **10 INDEMNITY**

You agree to indemnify, defend and hold us harmless from and against (i) any and all Claims and Damages arising directly or indirectly (i) from any breach by you of these Terms and Conditions (ii) any Claim brought or threatened against us by any third party arising (a) out of your use of the Services or (b) by reason of

or in connection with any Content submitted, posted or transmitted through the Services, howsoever such Claims or Damages are suffered or incurred by us as a result of (i) or (ii) following.

### **11 DISCLAIMERS AND LIMITATION OF LIABILITY**

11.1 For purposes of Sections 10 and 11:

"Claim" shall mean any suit, claim, demand, cause of action, administrative, regulatory or judicial action, proceeding (including condemnation or appropriation proceedings), hearing, written notice, arbitration, investigation, request for information, litigation, charge or complaint.

"Damages" shall mean any and all injury, damage, liability, judgment, loss, penalty, interest, cost and expense, including reasonable attorneys' fees and court costs incurred due to, as part of, or resulting from an asserted or threatened Claim.

11.2 **WARRANTY DISCLAIMERS. USE OF THE SERVICES IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, THE SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY, EXPRESS OR LIMITED, WITH RESPECT TO THE SERVICES, INCLUDING ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

11.3 **WE ARE NOT LIABLE FOR ANY DAMAGES WHATSOEVER TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH LOST OR ALTERED MESSAGES OR TRANSMISSIONS OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, DAMAGE OR DESTRUCTION OF YOUR CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, EXCEPT TO THE EXTENT THAT ANY OF THE FOREGOING IS CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

11.4 **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, WE SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SERVICES, ANY INTERRUPTION OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. TO THE EXTENT SUCH DISCLAIMER IS PERMITTED BY LAW, WE HEREBY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING COSTS, LIABILITIES OR DAMAGES CAUSED BY OUR GROSS NEGLIGENCE.**

11.5 **YOU ACKNOWLEDGE THAT THE SERVICES ARE NOT GUARANTEED TO BE SECURE OR FREE FROM TAMPERING, VIRUSES, OR OTHER SECURITY VIOLATIONS. ACCORDINGLY, WE HEREBY DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE SECURITY OF THE SERVICES, WHETHER OR NOT YOU HAVE IMPLEMENTED ENCRYPTION, FIREWALL PROTECTION OR ANY OTHER INTERNET SECURITY SERVICE OR DEVICE. YOU AGREE THAT THE TRANSMISSION OR USE OF CONTENT VIA THE SERVICES IS AT YOUR OWN RISK.**



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11.6 Notwithstanding the foregoing, nothing in these Terms and Conditions shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence.

### **12 SEVERABILITY**

If any of these Terms and Conditions should be held or determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be deemed separate, distinct and independent, and is to be deemed severed and ineffective to the extent of such holding or determination, and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

### **13 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Texas, which is where we maintain our headquarters. Captions and headings are for reference purposes only and are not substantive provisions. Pronouns used herein include the singular and plural, and are to be deemed masculine, feminine, and neuter, as the context may require. The references to "Realtor" and similar references are to an individual, corporation, partnership, limited liability company, limited partnership, limited liability partnership, or other legal entity, as the case may be.