

Terms of Use

Updated and revised 11/6/2023

The following are the terms and conditions (the "Terms") under which you (a "User" or "you/your") may use the Realm, LLC. ("The Company") website located at realm-global.com, its subdomains, and/or any other websites owned, operated, or co-branded by the Company, including addresses for the Company's blog site (any or all of which are herein referred to as the "Website"). Please read these Terms carefully. By accessing and using the Website, you accept and agree to be bound, without modification, limitation or qualification, by these Terms. The Company may, at its sole discretion, modify or revise the Terms at any time by posting the new Terms here and updating the revision date above. You are bound by any such modification or revision and should therefore visit this page periodically to review the Terms.

Your use of the Website is governed by these Terms, our Privacy Policy, applicable law, and any other terms, conditions, or notices as may be posted on our Website or provided to you, and you agree to be bound by such terms, conditions, or notices.

YOUR USE OF THE WEBSITE CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS OR ANY OTHER TERMS, CONDITIONS, OR NOTICES POSTED ON OUR WEBSITE, YOU MUST IMMEDIATELY CEASE ALL USE OF OUR WEBSITE.

Section 1. The Material on the Website

AGE OF MAJORITY. The content of the Website is not intended for, nor do we knowingly provide services to, minors. If you allow your child to use your computer, it is your responsibility to determine whether any of the services, content and subject matter displayed on the Website is inappropriate for your child, and to control the child's use of the computer accordingly. By using our Website, you represent and warrant that you are at least 18 years old, or the age of consent in your jurisdiction.

LICENSE. Subject to the restrictions in these Terms, we grant to you a nonexclusive, nontransferable, revocable limited license to access and use the Website and the contents of our Website, including without limitation any text (including blog entries), graphics, images, audio, video, data, coding, scripts, computer programs and other material ("Material" or "Materials").

COPYRIGHT PROTECTION. The contents of the Website and the Materials are protected by copyright under the laws of the United States as well as other countries, and are owned or controlled by the Company or by third parties that have licensed their Material to the Company. All right, title, and interest in the Materials shall remain with the Company and/or its licensors. You acknowledge you only receive a license to use, and do not acquire any interest in, the Website or Materials.

UNAUTHORIZED USE OF MATERIAL. Unauthorized use of the Materials may violate copyright, trademark, and other laws. You may not sell, disassemble, translate, prepare derivative works based on or modify the Website or Materials, including, without limitation, preparation of summaries of the Material or "thumbnails" of any images therein, or reproduce, publicly display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material or any portion thereof on any other website, or in any publication, database, catalog or compilation, or in a networked computer environment for any purpose other than personal browsing of the Website without the express prior written permission of the Company is strictly prohibited. You are prohibited from using the Website and/or Material for any obscene, defamatory, harassing, threatening, or other objectional purpose. You are granted a limited license, not a transfer of title, to use the Material subject to the following restrictions: Material on this Website or any website owned, operated, licensed or controlled by the Company is solely for your personal, non-commercial use. You may print a copy of the Material and/or information contained herein for your personal, non-commercial use only, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the Material or information in any way, including without limitation by e-mail or other electronic means, for commercial use without the prior written consent of the Company or its providers. With respect to any copy you make of the Website or Material within the scope of the limited personal license granted and described in the previous sentence, you must retain therein, unmodified and unobscured, any and all

copyright and other proprietary notices contained in the original Material. Some of the Material may contain digital "watermarks" to indicate their source and ownership. You agree not to attempt to remove, deactivate, reverse engineer, modify, tamper with or obscure any such watermarks.

TRADEMARKS. The trademarks, logos and service marks (the "Marks") displayed on the Website are owned by the Company or third parties. You are prohibited from using the Marks without the express, prior written permission of the Company or such third party. If you would like information about obtaining the Company's permission to use the Material on your website, please contact info@realm-global.com.

MECHANISMS TO PROTECT THE WEBSITE; NO INFORMATION COMPILING. The Company reserves the right to employ robot exclusion headers and similar mechanisms within the Website, and you agree that you and all persons and facilities under your control will honor such headers and mechanisms. Regardless of the presence or absence of any such headers or mechanisms, and without limiting the generality of any other restriction on use of the Website or the Material set forth in these Terms, you will not in any event use any robot, spider, or other automatic or manual device or process for the purpose of compiling information regarding the identification, address or other attributes of any of our Users, or sellers, or to recreate in original or modified form any substantial portion of the Website. You further agree not to use any device, software or routine to interfere or attempt to interfere with the proper functioning of the Website or any transactions being conducted on or in connection with the Websites. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our servers or systems.

AUTOMATIC TERMINATION OF USE. If you violate any provision of these Terms, your license to use the Material and the Website automatically terminate and you must immediately destroy any copies you have made of the Material. If you have created a User account on the Website, we may suspend or delete your User account at any time for any reason without liability to you.

DMCA PROTECTION AND COMPLIANCE; NOTICE. The Company strives to comply with the provisions of the Digital Millennium Copyright Act (DMCA) applicable to Internet service providers (17 U.S.C. § 512), and respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company's Copyright Agent the following information (the "Notice"): (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the content that you claim is infringing is located on the site; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please be aware that the foregoing information in your complaint may be forwarded to the person who provided the allegedly infringing content.

The Company's Copyright Agent for Notice of claims of copyright infringement on its site is as follows:

By mail:

REALM, LLC
970 W Broadway STE E
PMB 393
Jackson, WY 83001

Concierge@realm-global.com

This information is not intended as legal advice. You should contact an attorney prior to sending a Notice.

ACCESSIBILITY. The Company has an ongoing commitment to making its Website accessible for all to use. We have taken steps and regularly assess our Website to achieve compliance with generally recognized and accepted standards for accessibility, including the Web Content Accessibility Guidelines (WCAG) 2.0 provided by the World Wide Web Consortium. Should you experience difficulty in accessing any portion of the Website, please contact us at concierge@realm-global.com.

Section 2. Privacy; User Submissions

LINK TO PRIVACY POLICY. The Company is committed to maintaining your privacy. The Company does, however, gather certain information that you provide via the Website. For information regarding the Company's policies for using User information, please read our [Privacy Policy](#).

POSTINGS TO PUBLIC AREAS. The Company may provide certain areas of the Website (such as chat rooms, comments to blogs, message boards or other facilities) designated as open to public access or to our Users at large (each of which is referred to herein as a "Public Area"). Generally, any communication that you post to a Public Area is considered to be non-confidential. You should not post any personal or confidential information to our Website.

LICENSE TO USE CONTENT YOU UPLOAD. By posting communications, including any graphic or multimedia content, to any Public Area, you automatically grant the Company a royalty-free, perpetual, universe-wide, irrevocable non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, publicly perform, and publicly display the communication and any trademarks, names or likenesses therein alone or as part of compilations or other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees.

RESTRICTIONS ON CONTENT YOU UPLOAD. The Company does not screen User communications in advance and is not responsible for screening or monitoring material posted by Users. As a User, you are responsible for your own communications and are responsible for any materials you post. You must not do any of the following things while accessing or using the Website or using the Material:

- (1) post or transmit any material unless you are the owner of all patent, trademark, copyright, trade secret or other proprietary rights ("Rights") therein, or have the permission of the owner of the Rights to post or transmit such material to the Website;
- (2) post material that otherwise violates any Rights of any third party or violates or infringes on the privacy or publicity rights of third parties;
- (3) post material that is obscene, defamatory, libelous, threatening, harassing, abusive, hateful, embarrassing or otherwise objectionable to another User or any other person or entity;
- (4) post sexually-explicit language or images;
- (5) post advertisements or solicitations of a business;
- (6) post or transmit any chain letters or pyramid schemes;
- (7) impersonate another person or entity;
- (8) intentionally or unintentionally violate any applicable local, state, national or international law while using or accessing the Website or the Material; or
- (9) post or transmit any information containing a virus, ransomware, or other harmful component.

This Website allows Users to comment on blog posts and other articles. Each time you comment, your comment may be held in moderation. If your comment is approved, then your comment will be posted. Posting of your comment does not guarantee posting of your comments in the future, and your comments are subject to take down, whether as a result of a notification from a User or in the Company's sole discretion.

ACTIONS TAKEN BY COMPANY IF NOTIFIED. If notified by a User of communications that allegedly do not conform to these Terms or applicable law, the Company may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the communication. The Company has no liability or responsibility to Users for performance or non-performance of such activities. The Company reserves the right, in its sole discretion, to expel Users and prevent their further access to the Website for violating these Terms or the law. The Company also reserves the right at all times to disclose any information as necessary or deemed

desirable by the Company to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

THE COMPANY DOES NOT ENDORSE, SUPPORT, REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY, OR RELIABILITY OF ANY COMMUNICATIONS POSTED BY OTHER USERS OR ENDORSE ANY OPINIONS EXPRESSED BY USERS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON MATERIAL POSTED BY OTHER USERS WILL BE AT YOUR OWN RISK.

Section 3. Registration, Passwords and Signatures

REGISTRATION AND REGISTRATION DATA. In consideration of your use of the Website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form that you may fill out on any Website (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or the Company has grounds to suspect that such Registration Data is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

MAINTAINING CONFIDENTIALITY OF YOUR ACCOUNT You may receive a password and/or account designation, or a digital signature upon completing the registration process on the Company's Website. You are responsible for maintaining the confidentiality of any such password, digital signature and account, and are fully responsible for all activities that occur under your password, digital signature or account. You agree to (a) immediately notify the Company of any unauthorized use of your password, digital signature or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph. If in our sole discretion we suspect you have shared your password with anyone, we may suspend or delete your account.

Section 4. Links to Other Sites and The Company Site

LINKS TO THIRD-PARTY SITES. The Website may contain links to third-party websites that are maintained by others. These links are provided solely as a convenience to you and not as an endorsement by the Company of the contents of such third-party websites. The Company is not responsible for the content, accessibility, or availability of linked third-party sites and does not make any representations regarding the content, availability, or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

LINKS TO WEBSITE. Upon your acceptance of the Terms, and subject to your compliance with these Terms, you are authorized to establish a hypertext link (the "Link") from your website ("Your Website") to the home page of the Website. Deep linking to content appearing in the web pages below the home page of the Website is not permitted. The Company reserves the right to revoke this permission for any reason at any time. If you create a Link, Your Website shall not: (a) create frames around the Website or otherwise alter the visual presentation of the Website; (b) expressly state or otherwise imply that the Company is endorsing you, your products or services, or the content of Your Website; (c) expressly state or otherwise imply an affiliation between you and the Company without the prior written consent of the Company; (d) misrepresent your relationship with the Company or present false or misleading impressions about the Company's products or services; (e) disparage the Website or display the Link in a manner that diminishes the Company's goodwill; (f) include or display any material which is obscene, immoral, unethical, illegal or inappropriate for a professional website, in the Company's sole discretion. You acknowledge and agree that you are not a publisher, distributor, agent, partner, franchiser or endorser of the Website, and the Company is not a publisher, distributor, agent, franchiser or endorser of Your Website. The Company retains exclusive editorial control over the Website and has the right to make administrative or operational decisions it deems necessary or desirable in the normal course of business. You warrant to the Company that (a) you have duly registered the domain name of Your Website with all applicable authorities and/or have a license to use Your Website, and you possess all rights necessary to use such the domain name for Your Website, and (b) the content of and materials placed on or within Your Website, and any hyperlinks on Your Website, do not and will not (i) infringe upon or violate any United States copyright, patent, trademark or other proprietary right of a third party, or (ii) violate any applicable law, statute, regulation, or non-proprietary right of a third party. Company may request

that you remove the Link from Your Website at any time in its sole discretion, and you agree to immediately comply with such request.

Section 5. Liability Disclaimers

DISCLAIMER REGARDING MATERIAL. All properties featured on the Website are subject to prior sale, price changes, and withdrawal without notice. The Company believes all Material and editorial content to be correct but assumes no legal responsibility for accuracy, including information regarding property listings, including information from the Multiple Listing Service (MLS). The listing data on the Website is not intended to be a representation of the complete MLS data for any of Company's MLS sources. The Material may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the Website and the Material. Any use of the Website and the Material is at your own risk.

USE WEBSITE AND MATERIAL AT YOUR OWN RISK. The Material may contain inaccuracies or typographical errors. Any use of the Website and the Material is at your own risk. No agency relationship is created when you access the Website. Information received via the Website should not be relied upon for personal, legal financial decisions, and you should consult an appropriate professional for specific advice tailored to your situation. Changes are periodically made to the Website and may be made at any time. Some Material on the Website is provided by third parties and the Company shall not be held responsible for any such Material provided by third parties.

DISCREPANCIES BETWEEN WEBSITE DESCRIPTIONS AND PHYSICAL REALITY OF PROPERTY. You acknowledge and agree that, in the event that there are discrepancies or differences between the descriptions of real property provided on the Website and the actual physical real property, the latter will in all events be considered to be authoritative and controlling.

THE COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE, CONTINUOUSLY OR WITHOUT INTERRUPTION, THAT THE WEBSITE OR MATERIAL WILL MEET YOUR REQUIREMENTS, OR THAT THE WEBSITE OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE WEBSITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

THE WEBSITE AND MATERIAL ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, TITLE, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. THE COMPANY AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE TEXT, GRAPHICS, AND LINKS. YOU ACKNOWLEDGE THAT DUE TO THE NATURE OF THE INTERNET, TRANSMISSIONS TO AND FROM THE WEBSITE MAY BE INTERCEPTED BY THIRD PARTIES AND AGREE THAT ACCESS TO THE SITE AND CONTENT IS AT YOUR OWN RISK. SOME STATES/JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY DEPENDING ON YOUR STATE/JURISDICTION.

Section 6. Limitation of Liability

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY PROVISION OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO ANY USER OR ANY THIRD PARTY ON ACCOUNT OF THAT USER'S USE OF THE WEBSITE. IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY SUCH THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF USE, DATA, REVENUE, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, THE DELAY OR INABILITY TO USE THE WEBSITE, YOUR RELIANCE ON ANY INFORMATION OR

MATERIAL ON THE WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, MATERIAL, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Section 7. Indemnity

YOUR INDEMNITY TO THE COMPANY. You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, agents, and suppliers from and against any losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable legal, expert and accounting fees, incurred in connection with any claims, actions or demands alleging or resulting from your use of the Material, including software, your breach of these Terms, or your violation of law or of the rights of any third party. The Company shall provide notice to you promptly of any such claim, suit, or proceeding and, if it is one asserted by a third party, shall provide reasonable assistance to you, at your expense, in defending any such claim, suit or proceeding.

Section 8. Third Party Rights

THIRD PARTY RIGHTS AGAINST USERS. These terms are for the benefit the Company and its providers, officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities may have the right to assert and enforce these Terms directly against you on its or their own behalf.

Section 9. Export Control of Software and Technical Data

AGREEMENT TO COMPLY WITH U.S. CONTROLS ON EXPORTS. The following applies with respect to software and other Material of a technical nature that you may obtain from the Website: The United States controls the export of such items. You agree to comply with such restrictions and not to export or re-export the Material, including software, to countries or persons prohibited under the export control laws. By downloading the Material, including software, you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the software and/or other Material.

Section 10. General

NO WARRANTY. The Company makes no claim that the Materials are appropriate for any particular purpose or audience, or that they may be downloaded outside of the United States. Access to the Materials, including software, may not be legal by certain persons or in certain countries. If you access the Website from outside of the United States, you are responsible for compliance with the laws of your jurisdiction.

JURISDICTION IN CALIFORNIA. The Website is based in the State of California, U.S.A. All legal issues arising from or related to the use of the Website shall be construed in accordance with and determined by the laws of the State of California without respect to its conflict of laws principles. By using the Website, you agree that the exclusive forums for any claims or causes of action arising out of your use of the Website shall be the state courts for or within Marin County in the State of California, and the United States District Court for the Northern District of California. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

ELECTRONIC COMMUNICATIONS. By using the Website, you consent to receiving electronic communications, e.g., email, from the Company or its subsidiaries and affiliated entities. These communications will include notices about your Registration Data and information concerning or related to the Website. These communications are part of your relationship with the Company. You agree that any notice, agreements, disclosures or other communications that the Company sends to you electronically will satisfy any legal communication requirements, including but not limited to, any requirements that such communications be in writing.

TRANSLATIONS. Where Company has provided you with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only and that the English language versions of these Terms will govern your relationship with us. If there is any contradiction between what the English language version of these Terms and any translation, the English language version shall control.

NOTICE. Except as explicitly stated otherwise, legal and other notices, including but not limited to notices of legal proceedings, shall be delivered to Realm, LLC. by U.S. mail at 291 Falcon Crest Drive, Arroyo Grande CA 93420, Attn. Legal, or to you at the email address you provided us (a) at the time you registered; (b) through a subsequent notice of an address change; or (c) through a posting through the Website. Physical notices shall be effective when received. Email notices allowed hereunder shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid or otherwise was not received or some other error which may cast doubt as to its receipt. In addition, the Company may provide notice by certified mail, postage prepaid and return receipt requested. In such case, notice shall be deemed given five (5) days from the date mailed.

LIMITATIONS OF CLAIMS. You agree that any claim or cause of action arising out of or related to these Terms or your use of the Website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The failure of the Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision, and no waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire Agreement between you and the Company with respect to the use of the Website. Any changes to these Terms must be made in writing, signed by an authorized representative of the Company or posted to the Website.

RESERVATION OF RIGHTS. Any rights not expressly granted herein are reserved by Realm, LLC., its successors, assigns and affiliates.

BY VIRTUE OF HAVING READ THESE TERMS OR BY USING OUR WEBSITE, YOU HEREBY ACKNOWLEDGE AND FURTHER AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.