

Terms of Use Agreement

(Updated 7/3/2020)

1. Welcome. Welcome to the Flat Price Realty and www.flatpricebroker.com website. As is true for many other Web sites, this Web site has rules that apply to your use of this Site and to any services available through this Site. Those rules, referred to as "terms of use," are set forth in this Terms of Use Agreement. By accepting the terms of use and entering the site, you are agreeing to comply with and be bound by the following terms of use. Please review them carefully. You will be able to conduct searches, review the results of those searches and order educational materials, view self-help articles, and access "guest" sections of this site. Only Flat Price Realty "Authorized Affiliate" subscribers will be able to upgrade listing agreements and sending related documents over the Web, and "Authorized Agents" will be responsible for updating their own contact and listing information shown on the site.

2. Who Owns This Site? This Site is privately owned by William Sturman, Broker, and organized under the licensing rules and regulations of the Texas Secretary of State. The business organization records are on file with the SOS. The Flat Price Realty website, logos, educational materials, and related listing agreements are trademark items associated with Flat Price Realty. Unauthorized/unlicensed use or possession of Flat Price Realty trademark materials is prohibited.

3. Fees and Payment Methods. Accessing the "guest" level of the Flat Price Realty website incurs no fees or charges. Guests of Flat Price Realty can access agent listings and contact information, write and post reviews, and search and review information contained in the "home page" section of the website. "Authorized Affiliates" are licensed real estate professionals authorized by the State of Texas to perform listing and consultation services for compensation. These "Affiliate agents" pay a fee to Flat Price Realty for the service agreements they are responsible for, and for access to the "affiliates only" sections of the website. Fees for agent listings and website access and maintenance are by separate agreement.

4. Hours of Operation. This Site is normally available 24 hours a day, 7 days a week. Due to system maintenance requirements, availability of the Site might be limited on Sundays from 2:00 am to 6:00 am (Central Time). If the normal hours of availability change, or if the system is unavailable for any reason, Flat Price Realty will notify subscribers and guests via the website as soon as is practicable.

5. Cookies. The Web Site's service application uses session and persistent cookies to authenticate and facilitate user logins. These cookies collect only the user's name and email address, which allow access to our online databases without requiring the re-entry of any login data. Furthermore, these cookies are removed when the user logs-off. If you do not wish this feature to be available, you may disable the use of cookies from your browser. This feature is usually found in the Security or Preference settings of your browser.

6. Breach of Computer Security. This site has security measures in place to protect the loss, misuse and alteration of the information/data under our control. Unauthorized use of this Web site or conduct amounting to a breach of computer security as provided by Section 33.02 of the Texas Penal Code is a Class A misdemeanor. By accepting the terms of this agreement, the subscriber agrees to indemnify the Flat Price Realty site for any loss caused by conduct of the subscriber or an employee or agent of the subscriber that amounts to a breach of computer security. All breaches or attempts to breach the security aspects of the site will be prosecuted to the fullest extent of the law.

7. Right to Change the Site. Flat Price Realty may discontinue, edit, delete or change any aspect of the Site, including, but not limited to: (i) restricting availability times, (ii) restricting compatibility with certain computer software or hardware, (iii) restricting amounts of use permitted, and (iv) restricting, suspending or terminating any user's right to use the Site, at Flat Price Realty's sole discretion and without prior notice or liability.

8. Entire Agreement. You agree that this Terms of Use Agreement ("Agreement") constitutes the entire agreement between you and Flat Price Realty with respect to your use of the Site, and supersedes all previous and contemporaneous agreements, representations, warranties and understandings, written or oral, between Flat Price Realty directors or management and you with respect to the Site.

9. Trademarks. The name Flat Price Realty, the logos and other names for Flat Price Realty products and services are trademarks/service marks of Flat Price Realty. Other product and company names referenced on the Site may be trademarks/service marks of their respective owners.

10. Copyrights and Public Information. The content organization, graphics, design, computer code, compilation and other materials on or related to the Site are protected under applicable copyright, trademark and other proprietary and intellectual property rights of the respective owners. The data that is published on or collected via our Web site is public information. There is no restriction placed on the use of such data by Flat Price Realty, although certain information and names contained in the data may be owned by third parties and protected under applicable copyright, trademark and other proprietary and intellectual property rights of those third parties. You do not acquire ownership rights to any content, document or other materials viewed through the Site or obtained from the Site.

11. Limited Right to Use. Except as may otherwise be allowed by law, the viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (not for resale or redistribution). You must keep intact all copyright and other proprietary notices. Flat Price Realty may revoke this license at any time.

12. Prohibited Behavior. You are prohibited from using the Site in any way to do any of the following: a. restrict or inhibit any other user from using and enjoying the Site; b. post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; c. post or transmit comments containing harassing, offensive, or discriminatory language, including sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, robots, worms or trojan horses; d. upload, post, e-mail, or otherwise transmit, or post links to any content that facilitates hacking; e. access another person's or entity's, account information or briefcase files without the permission of that person or entity; f. post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right without first

obtaining permission from the owner or right holder; g. upload, post or otherwise transmit any information, software or other material that contains a virus, worm, time bomb, trap door, or any other harmful component that is designed to interrupt, destroy, impair or limit the functionality, or interfere in the performance of the products and services of Flat Price Realty; h. post or transmit content that encourages or provides instructional activities about illegal activities, such as hacking; i. post, transmit or in any way exploit any information, software or other material for advertising or commercial purposes; j. solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users; k. impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity including, but not limited to a Flat Price Realty director or employee; l. decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any proprietary software deployed in connection with Flat Price Realty products and services; m. use the Site to collect personally identifying information about users of the Site in violation of the Flat Price Realty's Privacy Policy; or n. perform any activities that the Flat Price Realty administrator determines (in its sole discretion) may be harmful to Flat Price Realty, the Site or other users of the Site.

13. No Unlawful Purposes. You agree that you will not use the Site or any information or services related thereto for any unlawful purpose. Flat Price Realty, at its sole and absolute discretion, shall determine whether any use violates this provision.

14. Penalties for Signing False Documents. Flat Price Realty authorized agents should be aware that the Texas Business Corporation Act, article 10.02; Texas Non-Profit Corporation Act, article 1396-9.03A; the Texas Limited Liability Company Act, article 9.02; and the Texas Revised Partnership Act, section 13.08(b)(13), provide that if a person signs a document which the person knows is false in any material respect with the intent that the document be delivered or filed on behalf of a corporation, limited liability company, or registered limited liability partnership, the person has committed an offense. The offense is a Class A misdemeanor. The Texas Business Corporation Act further provides that the offense is a state jail felony if the person's intent is to defraud or harm another. The Texas Revised Limited Partnership Act, section 2.04(c), provides that the execution of a certificate or a written statement constitutes an oath or affirmation, under penalties for perjury, that, to the best of the executing party's knowledge and belief, the facts stated in the certificate or statement are true. Further, a person may be liable for damages under section 2.08 of the Texas Revised Limited Partnership Act if a certificate of limited partnership, or a certificate of amendment, merger, or cancellation contains a false statement or material omission, or is forged or is signed by a person not authorized by the partnership to execute the document. Business & Commerce Code, section 36.27, provides that a person commits an offense if the person knowingly or intentionally signs and presents for filing or causes to be presented for filing an assumed name document that: (1) indicates that the person signing the document has the authority to act on behalf of the entity for which the document is presented and the person does not have that authority; (2) contains a material false statement; or (3) is forged. Flat Price Realty authorized agents are responsible for updating information on their respective website links, and in complying with all applicable laws, rules, and regulations.

15. Monitoring. You understand that Flat Price Realty has no specific obligation to monitor the Site. However, the Flat Price Realty administrator reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any

information or materials, in whole or in part, that in Flat Price Realty's sole and absolute discretion are objectionable or in violation of this Agreement. You acknowledge that Flat Price Realty reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Site, for operational and other purposes, subject to Flat Price Realty's Privacy Policy. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with Flat Price Realty's Privacy Policy. Use of the Site constitutes consent to such monitoring.

16. Submissions. Flat Price Realty is pleased to hear from users and welcomes your comments regarding Flat Price Realty's programs and services. If you submit any original creative ideas, suggestions, notes, concepts, or materials to the Flat Price Realty site ("Submissions"), they shall be deemed, and shall remain, the property of Flat Price Realty, and shall otherwise be subject to the provisions of Sections 9 or 10 above. None of the Submissions shall be subject to any obligation of confidence on the part of Flat Price Realty, and Flat Price Realty shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, Flat Price Realty shall exclusively own all now known or hereafter existing worldwide rights to the Submissions of every kind and nature and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

17. Third Party Sites. Flat Price Realty has provided links and pointers to Internet sites maintained by third parties ("Third Party Sites") and may from time to time provide third party items or materials on this Site. Any mention on this Site of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Flat Price Realty. Flat Price Realty assumes no responsibility for those products or services. Your dealings with any third parties mentioned on or found through this Site are solely between you and such third party, and are subject to any terms, conditions, warranties or representations associated with such dealings. You agree that use of Third Party Sites is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY FLAT PRICE REALTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES IS FLAT PRICE REALTY LIABLE FOR ANY DAMAGES ARISING FROM TRANSACTIONS BETWEEN YOU AND THIRD PARTIES OR FOR ANY INFORMATION APPEARING ON THIRD PARTY SITES OR ANY OTHER SITE LINKED TO THE FLAT PRICE REALTY WEBSITE.

18. Indemnification. You agree to defend, indemnify and hold harmless Flat Price Realty, its affiliates and their respective, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or related to (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Site; (c) any violation by you of this Agreement; and (d) any claims brought by other persons or entities arising from or related to your use of the Site, including information obtained through the Site. Indemnification by a federal, state or local governmental unit is only to the extent allowed by law.

19. Minors. If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for: (a) the online conduct of

such Minor; (b) monitoring such Minor's access to and use of the Site; and (c) the consequences of any use of the Site by such Minor.

20. Infringement Policy. Flat Price Realty respects the intellectual property of others and asks you to do the same. Flat Price Realty reserves the right, but not the obligation, to terminate your use of the Site if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing.

21. Miscellaneous. This Agreement shall be treated as though it were executed and performed in Rockport, Aransas County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas (without regard to conflict of law principles). The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Aransas County, Texas. You expressly submit to the exclusive jurisdiction and venue of said courts and consent to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with the applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Flat Price Realty's delay or failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.