

## Terms and Conditions:

### 1. Modifications of Terms

Terms and conditions of this agreement may change anytime, without notice. If you object to the terms, your sole recourse is to cease using our services. By accessing our site and using our services, you are acknowledging and agreeing to the terms and conditions currently posted on the site.

### 2. Your Responsibilities

When you purchase our services you are accepting and adhering to all MLS rules and regulations including but not limited to:

- A) You are of legal age and capable of entering a legally binding contract
- B) You are the owner(s) of the listed property and have the legal right to sell the property
- C) Property is not currently listed with a licensed Realtor
- D) Information provided is accurate, current, truthful and complies with county, state and federal fair housing laws.
- E) You must inform us of any change in status or changes in terms within 48 hours. Changes include: accepted offer (pending), closed sale (sold), price changes and term changes. In the event of an accepted offer or closed sale you must inform us of the closing date, sale price and buyer agent name.
- F) You are responsible for communicating directly with potential buyers and provide accurate information disclosing all material facts that could affect the value of your property.
- G) You will coordinate all aspects of the sale process including: negotiations, home inspections, opening escrow and closing process.
- H) You must deal fairly and honestly with cooperating brokers showing your property and agree to pay the offered commission if they bring a buyer.
- I) You agree to enter into Limited Service Agreement.

### 3. Refund Policy

**Byownerpdx.com sells mls listing and marketing services, once any service is purchased and credit card is processed all sales are final immediately and payments are non-refundable. Please contact us with questions before making any purchase. Make sure you want our services before purchasing. We do not refund purchases for any reason or any time period.** There is no requirement to personally sign any contract or submit any forms to make this agreement final or binding. Credit card purchases are guaranteed by the purchaser and no attempt shall be made to cancel payment by any means.

### 4. Termination

You agree that we may terminate your service without notice for reasons including but not limited to, if we believe you have not acted in accordance with this agreement or are in violation of laws or regulations. We will not be held liable to you or any third party for termination. You may discontinue your service at any time with written notice.

### 5. Warranties

You expressly agree that use of our services is at your sole risk. The services provided are "as-is" and "as available" basis. There are no warranties expressed or implied of any kind including: that the service is uninterrupted or error free.

#### 6. Limitation of Liability

You expressly understand and agree that in no event will the byownerpdx.com, broker or owner be held liable for any damages whatsoever.

#### 7. Additional Provisions

Byownerpdx.com does not guarantee your property will sell within a specific time period or price. If you choose to enter into a full service listing agreement you agree to pay an additional listing commission at closing.

We have the obligation to the local MLS service. You agree to fully cooperate with broker to ensure compliance is made. The MLS may require additional information or may add, change or delete certain aspects of the listing. We will not be held responsible for any action taken by the MLS. You are responsible for any fees charged by the MLS for failure to comply.

We do not guarantee listing information on 3<sup>rd</sup> party websites outside of the MLS. We will not be held liable for changes in terms of use agreements for these websites. Many of these websites may take 2 weeks to fully populate with current listing information.

The additional services offered by byownerpdx.com may be purchased at any time. Please be aware that some are provided by outside vendors (such as real estate sign post installation or virtual tour). It may take up to 10 business days to receive your items.

Sign post installation is only available in the Portland Metro Area and is serviced by an outside vendor. Please allow 7 business days for installation and removal. Contact us to ensure service is available in your area.

You understand that the required MLS forms and Limited Service Agreement must be properly filled out and signed prior to activating your listing on the MLS. It is your responsibility to ensure we receive the required forms.

We will email you a copy of your MLS listing after it has been activated. It is your responsibility to notify us of any errors or corrections that need to be made. It is not our obligation or responsibility to review your listing for accuracy. If we do not hear from you we will assume the listing is acceptable. Byownerpdx.com will not be held liable or responsible for any errors that might be posted on the MLS or other websites.