

SunShyne Realty Group Terms of Service

Agreement

Effective Date: July 15 2025

Please read these Terms of Service (the “**Terms of Service**”) carefully. These Terms of Service constitute a binding legal agreement between sunshynerealtygroup.com, Inc. (“**Sunshyne Realty Group**”, “**we**”, or “**us**”) and the individual or legal entity entering into these Terms of Service (“**you**” or “**your**”) and governs your access to and use of the listings marketplace for distressed real estate inventory made available at sunshynerealtygroup.com/marketplace and all related subdomains or other websites through which such listings marketplace is made available (collectively, the “**Website**”), and all services and resources enabled thereby (together with the Website, the “**Services**”). Our Services include a platform on which Listing Agents and Sellers (each as defined below) can list and market Properties (defined below), and users of the Service (“**Users**”) can contact the respective Listing Agent and/or Seller, as applicable, in order to purchase such Properties. We also provide certain ancillary or supplemental Services (“**Supplemental Services**”), and your use of, and participation in, such Supplemental Services may be subject to additional terms (“**Supplemental Terms**”) which will either be listed in the Terms of Service or will be presented to you when you sign up to use the applicable Supplemental Service. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to the applicable Supplemental Service. These Terms of Service and any applicable Supplemental Terms are together referred to herein as the “**Agreement.**”

By accessing or using the Services in any way, including visiting the Website or using any Services available on or enabled via the Website, clicking any “I Accept” button, registering for an Account (defined below), listing or browsing any Properties, or using any Supplemental Services, you represent that (1) you have read, understand, and agree to be bound by these Terms of Service, (2) you are of legal age to form a binding contract with us, and (3) you have the authority to enter into these Terms of Service personally and on behalf of any entity you have named as the User, as applicable, and to bind that entity to these Terms of Service. If you are using the Services on behalf of any entity, then “you” as used herein shall mean the entity identified as the User when you registered with the Services.

PLEASE BE AWARE THAT SECTION 16 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND SUNSHYNE REALTY GROUP, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. SECTION 16 CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

IF YOU SUBSCRIBE TO ANY FEATURE OR FUNCTIONALITY OF THE SERVICE FOR A TERM (THE "INITIAL TERM"), THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT SUNSHYNE REALTY GROUP'S THEN-CURRENT FEE FOR SUCH FEATURES OR FUNCTIONALITY UNLESS YOU OPT OUT OF THE AUTOMATIC RENEWAL PRIOR TO THE EFFECTIVE DATE THEREOF.

PLEASE BE AWARE THAT SECTION 1.11 (SUNSHYNE REALTY GROUP COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, CALLS AND PUSH NOTIFICATION. IF YOU OPT-IN TO OBTAIN TEXT MESSAGES FROM SUNSHYNE REALTY GROUP OR OTHERWISE INTERACT WITH THE SERVICE VIA TEXT MESSAGE, SECTION 1.11 CONTAINS TERMS RELATED TO OUR TEXT MESSAGE SERVICES.

SunShyne Realty Group has created a privacy policy available at [https://SunShyne Realty Group.com/marketplace/privacy-policy](https://SunShyneRealtyGroup.com/marketplace/privacy-policy) ("**Privacy Policy**") that describes SunShyne Realty Group's collection, use and disclosure practices regarding any personal information that you provide to SunShyne Realty Group.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY SUNSHYNE REALTY GROUP IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, SunShyne Realty Group will make a new copy of the Terms of Service available on the Website and any new Supplemental Terms will be made available from within, or through, the applicable Service on the Website. We will also update the "Last Updated" date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an Account (as defined below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. Any changes to the Agreement

will be effective immediately for new users of the Website and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Users (defined below). SunShyne Realty Group may require you to provide consent to the updated Agreement in a specified manner before further use of the Website and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. SERVICES

1.1 Marketplace Services.

The Services enable real estate retailers, wholesalers, rehabbers, and other commercial purchasers of real estate (“**Buyers**”) to find, view, and assess online Listings (defined below) of distressed properties and other real estate for sale (each, a “**Property**”), as made available by the seller of such Property (“**Seller**”) or such Seller’s real estate agent (the “**Listing Agent**”). SunShyne Realty Group is not a Seller, Listing Agent or Buyer, and any contract for sale of a Property between a Buyer and a Seller (a “**Transaction Agreement**”) is between the Buyer and Seller, and SunShyne Realty Group is not and shall not be a party to any such Transaction Agreement.

1.2 Listings.

A Listing Agent or Seller may use the Services to post photos and other information about a Property (a “**Listing**”).

- a. When you post a Listing, you represent and warrant, to and for the benefit of SunShyne Realty Group and other Users, that:
 - i. The Property is available for sale at the price listed in the Listing;
 - ii. All information in the Listing is true, accurate and complete and if at any time you learn that any information in the Listing is untrue, inaccurate or incomplete, you will promptly update or remove such Listing;
 - iii. Any photos of the Property in the Listing are of the Property and have not been materially and/or misleadingly edited (or, if edited, that the editing is disclaimed in the Listing, e.g., “Virtually Staged”);
 - iv. If you are a Seller, that you own the Property; and

- v. If you are a Listing Agent, that the owner of the Property has provided consent and authorized the Listing; that the Listing does not violate any term of your agreement with such owner or any third party, and that you have the exclusive right to post or advertise the Property.
- b. When you post a Listing, you agree to indemnify and hold harmless SunShyne Realty Group from and against any costs, expenses, loss or damages arising from or related to third-party claims alleging your actual or alleged breach of the foregoing representations and warranties.
- c. SunShyne Realty Group reserves the right to require proof that you have all rights necessary to a Property to post a Listing (e.g., by requiring a copy of the applicable title or listing agreement).
- d. SunShyne Realty Group may remove a Listing at any time for any reason, including without limitation if SunShyne Realty Group cannot verify the accuracy of the Listing.

1.3 Seller and Listing Agent Obligations.

When you use the Services as a Seller or Listing Agent, you represent and warrant that you have complied with (i) all relevant laws, regulations, and policies, including those overseen or enforced by the applicable real estate licensing regulatory authorities, the applicable MLS® and any applicable realtor's association, including as applicable the ASSOCIATION OF REALTORS®; and (ii) any Supplemental Terms that may apply to your use of the Service as a Seller or Listing Agent, as may be posted on the Services from time to time. When you post a Property as a Listing Agent, you represent and warrant that you are licensed in the jurisdiction in which you are performing services and have the exclusive rights to list such Property.

1.4 Buyer Obligations.

When you use the Services as a Buyer, you acknowledge and agree that SunShyne Realty Group is not the Seller or Listing Agent of any Property, and that the Seller or Listing Agent, as applicable, is solely responsible for any Listing and the contents thereof.

- a. Any Transaction Agreement entered into by you with respect to a Property is between you and the Seller of such Property, and SunShyne Realty Group is not a party to, and has no liability with respect to, such Transaction Agreement.
- b. When you use the Services to view Listings, you represent and warrant that:
 - i. you have a bona fide interest in the purchase of real estate;
 - ii. you are using the Services in a professional capacity, and not as or on behalf of any individual, family, or household; and
 - iii. you will not copy, redistribute, or retransmit any of the information provided for any purpose, except solely in connection with your consideration of the purchase or sale of an individual Property.

1.5 Buy Box.

The Services may enable you to indicate in your Account that you are interested in certain types or categories of Properties (the "**Buy Box**"). SunShyne Realty Group does not represent that every Property made available in the Buy Box will meet your needs or perfectly match your selected criteria. The Buy Box is provided solely as a convenience and SunShyne Realty

Group makes no (and disclaims all) representations with respect to any Properties listed or presented to you through the Buy Box.

1.6 Platform Messages.

The Services may enable you to send messages, including commercial solicitations, to other Users (“**Platform Messages**”). You acknowledge and agree that you are solely responsible for your use of the Platform Message services and that all Platform Messages sent by you will comply with applicable law, rule, regulation, and the terms of this Agreement.

1.7 Restrictions.

You may not use the Services to solicit, advertise for, or contact in any form, Users for employment or any other purpose not related to the Services facilitated through the Website. You may not use the Services to collect any information (including without limitation usernames, e-mail addresses or other contact information of Users), by electronic means or otherwise, without the express prior written consent of SunShyne Realty Group.

1.8 Disclaimers.

SunShyne Realty Group is not a Seller or Listing Agent of any Properties, and the actual agreement for sale of any Properties is directly between Sellers and the Buyers of such Properties. We do not take part in the interaction between Buyers and Sellers. While we may, in our discretion, help facilitate the resolution of disputes through various programs, SunShyne Realty Group has no control over and does not guarantee: the existence, quality, safety or legality of Properties offered by Sellers; the truth or accuracy of User Content (including any Listing); the ability of Listing Agents or Sellers to list or sell Properties; the ability of Buyers to pay for Properties; or that a Buyer and Seller will actually complete a transaction. SunShyne Realty Group does not make any representations or warranties whatsoever with regard to any Properties provided by Sellers or Listing Agents. You will not consider SunShyne Realty Group, nor will SunShyne Realty Group be construed as, a party to any communications or Transaction Agreements, regardless of whether SunShyne Realty Group received revenue or other remuneration in connection with the respective transaction, nor will SunShyne Realty Group be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved in or related to the transaction. SunShyne Realty Group does not have control over the quality, timing, legality, failure to provide, or any aspect whatsoever of any Properties, or of the integrity, responsibility, or any actions of any Users. SunShyne Realty Group makes no representations or warranties about the suitability, reliability, timeliness or accuracy in public, private or offline interactions. When interacting with other Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NEITHER SUNSHYNE REALTY GROUP NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. SUNSHYNE REALTY GROUP AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

1.9 Updates.

You understand that the Services are evolving. You acknowledge and agree that SunShyne Realty Group may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

1.10 Certain Restrictions.

The rights granted to you in the Agreement are subject to the following restrictions:

- a. you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website;
- b. you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services of SunShyne Realty Group (including images, text, page layout or form);
- c. you shall not use any metatags or other “hidden text” using SunShyne Realty Group’s name or trademarks;
- d. you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any content accessible via or part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- e. you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website or Services (except that we grant the operators of public search engines revocable permission use automated mechanisms to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials and not to train any models or algorithms on such materials or for any other purpose);
- f. except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and
- g. you shall not remove or destroy any proprietary rights notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. SunShyne Realty Group, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Services terminates the licenses granted by SunShyne Realty Group pursuant to the Agreement.

1.11 SunShyne Realty Group Communications.

By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. SunShyne Realty Group may offer one or more mobile message programs (collectively, the “**Message Service**”) that allows users to receive SMS/MMS mobile messages by opting-in such as through online or application-based enrollment forms. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for the Message Service, but you are responsible for all charges and fees associated with mobile messaging imposed by your wireless carrier and you acknowledge that your carrier may

charge you or deduct usage credit from your account when you text us or we send messages to you. Message and data rates may apply. By enrolling a telephone number in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the number you specify, and you represent that you are authorized to receive mobile messages at such number. The messages sent through the Message Service may include messages from other Users related to any Property, marketing or advertising messages, and operational messages concerning your use of the Service. You agree that these messages may be transmitted using an automatic telephone dialing system (“**ATDS**”), other automated systems for the selection or dialing of telephone numbers, or different technology. Your consent to receive mobile messages via an ATDS or other automated system for the selection or dialing of numbers is not required (directly or indirectly) as a condition of purchasing any property, goods or services. While you consent to receive messages sent using an ATDS, the foregoing shall not be interpreted to suggest or imply that any or all of our messages are sent using such a system. Message frequency varies. If you do not wish to continue participating in a Message Service program we offer, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message you receive from that program to opt out. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands, such as the use of different spellings or the addition of other words or phrases to the command, and agree that we and our service providers will have no liability for failing to honor such requests. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those keyword commands set forth above or orally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. To the extent you subscribe to more than one Message Service program that we operate, you must unsubscribe from each program separately. For Message Service support or assistance, text the HELP keyword in response to any message you receive through the Message Service or email us at support@unusual.inc. Please note that the use of this email address is not an acceptable method of opting out of Message Service. Opt outs must be submitted in accordance with the procedures set forth above. We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we are not responsible for honoring requests made in such messages. The Message Service may not be available in all areas or supported by all carriers or all devices. Check with your carrier for details. Delivery of mobile messages is subject to effective transmission from your wireless carrier/network operator and is outside of our control. We and the wireless carriers supported by the Message Service are not liable for any failed, delayed or undelivered messages. If you decide to change your mobile phone number, you agree to first opt out of each Message Service program in which your number is enrolled. For clarity, you acknowledge and agree that any disputes between you and us related to the Message Service will be governed by Section 16 (Dispute Resolution).

1.12 Artificial Intelligence.

By entering into this Agreement or using the Services, you agree and acknowledge that certain interactions, content, or message you receive from us, including but not limited to chat responses, emails, phone calls, voice and audio messages or personalized recommendations, may be generated in whole or in part by artificial intelligence or automated systems. We make reasonable efforts to ensure accuracy, but AI generated content may contain errors or misstatements and should not be construed as professional advice unless explicitly stated otherwise. We do not guarantee the accuracy, completeness, or suitability of any communication generated by artificial intelligence tools. By using these services, you understand and accept the inherent limitations of AI technologies and agree that we are not liable for any reliance placed on such content unless required by law. We may use third-party AI platforms or APIs to generate communications or responses to inquiries. These providers may process your information in accordance with their own privacy policies, which we encourage you to review.

2. REGISTRATION

2.1 Registering Your Account.

In order to access certain features of the Services you may be required to register an account on the Website ("Account"). When you use the Services, including to register an Account, you represent and warrant that you are

- a. at least eighteen (18) years old;
- b. of legal age to form a binding contract; and
- c. not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction.

You may not share your Account or password with anyone, and you agree to notify SunShyne Realty Group immediately of any unauthorized use of your password or any other breach of security. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. SunShyne Realty Group reserves the right to remove or reclaim any Account at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Services if you have been previously removed by SunShyne Realty Group, or if you have been previously banned from any of the Services.

2.2 Registration Data.

In registering an account on the Website, you agree to

- a. provide true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**"); and
- b. maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account.

If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or SunShyne Realty Group has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, SunShyne Realty Group has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof).

You acknowledge and agree that your Registration Data may be shared with other Users of the Service from time to time, in SunShyne Realty Group's sole discretion, and that SunShyne Realty Group shall not have any obligation to you, and will not owe any amounts or other consideration to you in connection therewith.

2.3 Your Account.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of SunShyne Realty Group.

2.4 Necessary Equipment and Software.

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3. RESPONSIBILITY FOR CONTENT

3.1 Types of Content.

You acknowledge that all Content, including the Services, is the sole responsibility of the party from which such Content originated. This means that you, and not SunShyne Realty Group, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services, and that you and other Users of the Services, and not SunShyne Realty Group, are similarly responsible for all Content that you and they make available through the Services ("**User Content**").

3.2 No Obligation to Pre-Screen Content.

You acknowledge that SunShyne Realty Group has no obligation to pre-screen Content (including, but not limited to, User Content), although SunShyne Realty Group reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content, including without limitation chat, text, or voice communications. In the event that SunShyne Realty Group pre-screens, refuses or removes any Content, you acknowledge that SunShyne Realty Group will do so for SunShyne Realty Group's benefit, not yours. Without limiting the foregoing, SunShyne Realty Group shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

3.3 Storage.

Unless expressly agreed to by SunShyne Realty Group in writing, SunShyne Realty Group has no obligation to store any of your User Content. SunShyne Realty Group has no responsibility

or liability for the deletion or accuracy of any Content, including your User Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. You agree that SunShyne Realty Group retains the right to impose limits on SunShyne Realty Group's use and storage of the Content, including your User Content, such as limits on file size, storage space, processing capacity, and similar limits as determined by SunShyne Realty Group in its sole discretion.

4. OWNERSHIP

4.1 Services.

Except with respect to your User Content, you agree that SunShyne Realty Group and its suppliers own all right, title and interest in the Services (including but not limited to, any computer code, themes, objects, concepts, artwork, methods of operation, moral rights, documentation, and software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any the Services.

4.2 Trademarks.

SunShyne Realty Group's stylized name and all related graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of SunShyne Realty Group and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

4.3 Licensed Data.

Certain features of the Services may provide access to or use of data owned or controlled by SunShyne Realty Group ("**Licensed Data**"). Subject to your ongoing compliance with this Agreement, SunShyne Realty Group hereby grants you a limited license during the term of this Agreement to access, display, and use the Licensed Data through the Services for your internal business purposes. You acknowledge and agree that it shall be a material breach of this Agreement to use the Licensed Data in any other manner or for any other purpose, including without limitation to make the Licensed Data available through or to use the Licensed Data in connection with any other product or service that is competitive with the Services. You acknowledge and agree that, as between you and SunShyne Realty Group, SunShyne Realty Group and its licensors own all right, title and interest in and to the Licensed Data.

4.4 Your User Content.

You hereby grant SunShyne Realty Group a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display your User Content (in whole or in part). Please remember that other Users may search for, see, use, modify and reproduce any of your User Content that you submit to any "public" area of the Services. When you post your User Content on the Services, you represent that you own or have all rights necessary to grant the foregoing license and that any third-party holder of any worldwide intellectual property right, including moral rights, in your User

Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not SunShyne Realty Group, are responsible for all of your User Content that you make available on or in the Services. Any Content posted by you, including in any Listing or any Platform Message, may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by SunShyne Realty Group in its sole discretion. Please do not provide information about others with us unless you have their permission to do so. You may not post a photograph that includes another person without that person's permission.

4.5 Username.

Notwithstanding anything contained herein to the contrary, by submitting your User Content to any forums, comments, or any other area on the Services, you hereby expressly permit SunShyne Realty Group to identify you by your username as the contributor of your User Content in any publication in any form, media or technology now known or later developed in connection with your User Content.

4.6 Feedback.

You agree that submission of any ideas, suggestions, documents, and/or proposals to SunShyne Realty Group through its suggestion, feedback, wiki, forum, or similar pages ("**Feedback**") is at your own risk and that SunShyne Realty Group has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to SunShyne Realty Group a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or SunShyne Realty Group's business.

5. USER CONDUCT

As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to, directly or indirectly, either

- a. take any action or
- b. make available any Content on or through the Services that:
 - i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity;
 - ii. is unlawful, threatening, abusive, harassing, misleading, false, defamatory, libelous, pornographic, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or racially, ethnically, or otherwise discriminatory;
 - iii. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail;
 - iv. involves contests, sweepstakes, pyramid schemes, or any other illegal or regulated promotional activity;
 - v. impersonates any person or entity, including any employee or representative of SunShyne Realty Group;

- vi. interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement;
- vii. manipulates the price of any Listing or otherwise interferes with a Listing;
- viii. transfers your Account and username to another party without our consent;
- ix. bypasses our robot exclusion hardware, interferes with the working of the Services, or imposes an unreasonable or disproportionately large load on our infrastructure;
- x. uses the Services to collect, harvest, transmit, distribute or submit any information concerning any other person or entity, including without limitation photographs of others, personal contact information or credit card, debit or calling card or account numbers without their permission;
- xi. takes any action that may undermine our feedback or ratings systems;
- xii. breaches or circumvents any laws, third party rights or our systems, policies, or determinations of your account status;
- xiii. attempts to engage in or engages in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services;
- xiv. has the effect of discriminating against any individual or class of individuals protected under federal, state or local laws, or which may have a discriminatory impact against any individual or class of individuals, or which otherwise promotes illegal, racist or discriminatory activities or outcomes; or
- xv. reproduces, publicly displays, or otherwise makes accessible on or through any other website, application, or service any Content, including reviews, ratings, or profile information about real estate, lending, or other professionals, or other data or content available through the Services, except as explicitly permitted by us for a particular portion of the Services.

5.1 Conditions of Use.

In addition to the conduct prohibited above, you agree that you will not attempt to

- a. share, sell, lease, or otherwise transfer access to your SunShyne Realty Group account or login credentials to any third party, whether for compensation or otherwise, unless expressly authorized in writing by SunShyne Realty Group;
- b. circumvent platform access restrictions by registering for a new account under another user's subscription or through a multi-seat or "unlimited login" account for which you are not the authorized primary user or qualified direct employee thereof;
- c. solicit, advertise, or promote the sale, resale, or availability of SunShyne Realty Group seats or login access, including through public forums, private groups, or digital marketplaces;
- d. use Services under any account or access credential obtained from a user not authorized to provide such access, particularly following cancellation, termination, or non-renewal of your own subscription.

5.2 Violations of Use.

SunShyne Realty Group reserves the right to suspend or permanently terminate any user account, with or without notice, if it determines, in its sole discretion, that a user has engaged in any form of unauthorized account sharing, resale of access, or circumvention of the subscription restrictions. You acknowledge that such conduct causes substantial and quantifiable harm to SunShyne Realty Group's business, including lost subscription revenue, data integrity issues, and erosion of platform value. Accordingly, in addition to forfeiting any unused credits, balance, or access associated with your account, you agree to pay liquidated damages of \$100,000 USD per violation of this Section 5.2. You further agree that

- a. this amount represents a fair and reasonable estimate of actual damages SunShyne Realty Group may incur from such violations, and is not a penalty;
- b. SunShyne Realty Group reserves the right to pursue injunctive relief, equitable remedies, or additional damages where applicable; and
- c. each unauthorized transfer, resale, or login reuse shall be treated as a separate violation for the purposes of calculating liquidated damages.

6. INVESTIGATIONS, MONITORING, & NO OBLIGATION TO PRE-SCREEN CONTENT

SunShyne Realty Group may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Services and/or Content, including User Content, at any time. You hereby irrevocably consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content, including without limitation chat, text, or voice communications.

6.1 Without limiting the foregoing, SunShyne Realty Group reserves the right to:

- a. remove or refuse to post any of your User Content for any or no reason in our sole discretion;
- b. take any action with respect to any of your User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for SunShyne Realty Group;
- c. disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- d. take appropriate legal action, including without limitation, referral to and cooperation with law enforcement and/or other applicable legal authorities, for any illegal or unauthorized use of the Services or if SunShyne Realty Group otherwise believes that criminal activity has occurred; and/or
- e. terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement. Upon determination of any possible

violations by you of any provision of this Agreement, SunShyne Realty Group, may, at its sole discretion immediately terminate your license to use the Services, or change, alter or remove your User Content, in whole or in part, without prior notice to you.

6.2 If SunShyne Realty Group believes that criminal activity has occurred, SunShyne Realty Group reserves the right, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including your User Content, in SunShyne Realty Group's possession in connection with your use of the Services, in order to

- a. comply with applicable laws, legal process or governmental request,
- b. enforce this Agreement,
- c. respond to any claims that your User Content violates the rights of third parties,
- d. respond to your requests for customer service, or
- e. protect the rights, property, or personal safety of SunShyne Realty Group, its users or the public, and all enforcement or other government officials, as SunShyne Realty Group in its sole discretion believes to be necessary or appropriate.

7. INTERACTIONS WITH OTHER USERS

7.1 User Responsibility.

You are solely responsible for your interactions with other Users and any other parties with which you interact; provided, however, that SunShyne Realty Group reserves the right, but has no obligation, to intercede in such disputes. You agree that SunShyne Realty Group will not be responsible for any liability incurred as the result of such interactions.

7.2 Content Provided by Other Users.

The Services contain User Content provided by other Users. SunShyne Realty Group is not responsible for and does not control User Content. SunShyne Realty Group has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Users at your own risk.

8. FEES AND PAYMENT POLICY

8.1 Fees.

The fees that SunShyne Realty Group charges for its Services ("**Fees**") are set forth in connection with the applicable Services. We may change our Fees from time to time by posting the changes on <https://get.SunShyne Realty Group.com/> or any other fees page. The new Fee(s) will apply to any use of the applicable Services after the changes are posted.

8.2 Subscriptions.

If you purchase access to certain features and functionality of the Services on a time-limited basis (a "**Subscription**"), the Fee for such Subscription ("**Subscription Fee**") will be billed at the start of the Subscription ("**Subscription Service Commencement Date**") and at regular intervals in accordance with your elections at the time of purchase. SunShyne Realty Group reserves the right to change the timing of our billing. SunShyne Realty Group reserves the right

to change the Subscription pricing at any time in accordance with Section 8.1. If changes to the Subscription price occur that impact your Subscription, SunShyne Realty Group will use commercially reasonable efforts to notify you, such as by sending an email to the email address associated with your Account. If you do not agree with such changes, you may cancel your Subscription as set forth herein.

- a. Automatic Renewal. If you elect to purchase a Subscription, your Subscription will continue and automatically renew at SunShyne Realty Group's then-current price for such Subscription until terminated in accordance with this Agreement. The frequency at which your Subscription renews (i.e., weekly, monthly, annually, etc.) will be designated at the time at you sign up for the Subscription. By subscribing, you authorize SunShyne Realty Group to charge the payment method designated in your Account now, and again at the beginning of any subsequent Subscription period. Upon renewal of your Subscription, if SunShyne Realty Group does not receive payment,
 - i. you shall pay all amounts due on your Account upon demand and/or
 - ii. you agree that SunShyne Realty Group may either terminate or suspend your Subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new Subscription commitment period will begin as of the day payment was received).
- b. Cancelling Subscriptions. If you purchased your Subscription directly from SunShyne Realty Group, you may cancel your Subscription by logging into and going to the ["Change/Cancel Membership"] page of your "Account Settings" page. If you do not wish your Account to renew automatically, or if you want to change or terminate your Subscription, you must contact SunShyne Realty Group [support@SunShyne Realty Group.com], or log in and go to the "Change/Cancel Membership" page on your "Account Settings" page.
- c. Effect of Cancellation. If you cancel your Subscription, you may use your Subscription until the end of your then-current Subscription term; your Subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the Subscription Fee paid for the then-current Subscription period.
- d. Upgrades and Downgrades. If you choose to upgrade your Subscription in the middle of a Subscription period, such upgrade will take effect immediately and any incremental fees associated with such upgrade will be charged in accordance with this Agreement. In any future Renewal Term, the fees will reflect any such upgrades. If you choose to downgrade a Subscription, the downgrade will take effect as of the first day of the next Renewal Term. Downgrading a Subscription may cause loss of content, features, or capacity of the Services as available, and SunShyne Realty Group does not accept any liability for such loss.

8.3 Payment for Properties.

Buyers contract directly with Sellers for the purchase of any Properties. SunShyne Realty Group is not a party to any such sales. You understand and agree that SunShyne Realty Group itself (a) is not a party to, and (b) does not process the transmission of funds in, any Transaction Agreement.

8.4 Third Party Payments Provider.

SunShyne Realty Group uses [Stripe, Inc.] (“Payment Processor”) as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). Your use of the Services and the payment processing provided by the Payment Processor is subject to the [Stripe Connected Account Agreement that includes the Stripe Services Agreement], as may be modified by the Payment Processor from time to time (collectively, the “Payment Processor Agreement”). As a condition of using the Payment Processor’s payment processing, you must provide accurate and complete information, and you authorize us to share this information with the Payment Processor. All bank and credit card information is sent directly to and stored with the Payment Processor using its security protocols. SunShyne Realty Group does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of the Payment Processor’s payment processing is conditioned upon your compliance with the Payment Processor Agreement, and if the Payment Processor Agreement is terminated by the Payment Processor, you may not be able to use the Services, or you may have your Account suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

8.5 Refunds.

SunShyne Realty Group has no obligation to provide refunds or credits, but may grant them in SunShyne Realty Group’s sole discretion.

8.6 Taxes.

The Fees paid under this Agreement do not include any Sales Tax that may be due in connection with any Services provided under this Agreement. If SunShyne Realty Group determines it has a legal obligation to collect Sales Tax from a User in connection with this Agreement, SunShyne Realty Group shall collect such Sales Tax in addition to the amounts required under this Agreement. If any Services, or payments for any Services, under the Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to SunShyne Realty Group, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify SunShyne Realty Group for any liability or expense SunShyne Realty Group may incur in connection with such Sales Taxes. Upon SunShyne Realty Group’s request, you will provide it with official receipts issued by the appropriate taxing authority, or such other evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

9. RELEASE

SunShyne Realty Group expressly disclaims any liability that may arise as a result of interactions between Users. Because SunShyne Realty Group is not a party to the actual contracts between Buyers and Sellers or any other communications between Users, in the event that you have a dispute with one or more Users, you release SunShyne Realty Group, its parents, subsidiaries, affiliates, officers, employees, investors, agents, partners and licensors,

but excluding any Users (collectively, the “**SunShyne Realty Group Parties**”) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a SunShyne Realty Group Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services provided hereunder.

10. INDEMNIFICATION

You agree to indemnify and hold harmless SunShyne Realty Group, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**SunShyne Realty Group Party**” and collectively, the “**SunShyne Realty Group Parties**”) from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your User Content; (b) your use of, or inability to use, any Services; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. SunShyne Realty Group reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SunShyne Realty Group in asserting any available defenses. This provision does not require you to indemnify any of the SunShyne Realty Group Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

11. DISCLAIMER OF WARRANTIES AND CONDITIONS

11.1 As Is.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. SUNSHYNE REALTY GROUP PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

- a. SUNSHYNE REALTY GROUP PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO THE SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.
- b. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
- c. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. SUNSHYNE REALTY GROUP MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS THEREOF.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SUNSHYNE REALTY GROUP OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- e. YOU ACKNOWLEDGE AND AGREE THAT (I) THE LICENSED DATA IS COLLECTED FROM THIRD PARTY SOURCES AND SUNSHYNE REALTY GROUP DOES NOT VERIFY THE ACCURACY OF SUCH DATA; (II) THE LICENSED DATA IS NOT GUARANTEED TO BE ACCURATE OR TO SATISFY ANY LEGAL OR THIRD-PARTY STANDARDS; (III) SUNSHYNE REALTY GROUP DOES NOT REPRESENT THAT ANY THIRD-PARTY SOURCE HAS THE RIGHTS TO MAKE ANY LICENSED DATA AVAILABLE, NOR THAT YOU CAN USE THE LICENSED DATA FOR ANY PURPOSE; AND (IV) YOU BEAR ALL RESPONSIBILITY, AND SUNSHYNE REALTY GROUP WILL HAVE NO LIABILITY, FOR YOUR USE OF ANY LICENSED DATA PROVIDED BY THE SERVICE OR BY SUNSHYNE REALTY GROUP, INCLUDING ANY DECISIONS MADE BY YOU BASED ON ANY SUCH LICENSED DATA. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICE, AND YOUR USE OF ANY LICENSED DATA PROVIDED THEREBY OR RECEIVED THEREFROM, COMPLIES WITH APPLICABLE LAW.
- f. FROM TIME TO TIME, SUNSHYNE REALTY GROUP MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT SUNSHYNE REALTY GROUP'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

11.2 No Liability for Conduct of Third Parties.

YOU ACKNOWLEDGE AND AGREE THAT THE SUNSHYNE REALTY GROUP PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ANY SUNSHYNE REALTY GROUP PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL

SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

- a. SunShyne Realty Group makes no warranty that the Properties will be as advertised. SunShyne Realty Group makes no warranty regarding any aspect of any such Properties, or the accuracy, timeliness, truthfulness, completeness or reliability of any Content obtained through the Services.
- b. We are not involved in the actual transaction between Buyers and Sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of Properties advertised, the truth or accuracy of Users' Content or Listings, the ability of Sellers or Listing Agents to list or sell Properties, the ability of Buyers to pay for Properties, or that Buyer or Seller will actually complete a transaction.

11.3 No Liability for Conduct of Other Users.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT SUNSHYNE REALTY GROUP DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES, INCLUDING WHETHER ANY SELLER OR LISTING AGENT HAS THE RIGHT TO LIST ANY PROPERTY. SUNSHYNE REALTY GROUP MAKES NO WARRANTY WITH RESPECT TO ANY PROPERTY OR ANY LISTING THEREFOR.

10.4 Third-Party Materials.

As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for SunShyne Realty Group to monitor such materials and that you access these materials at your own risk.

12. LIMITATION OF LIABILITY

12.1 Disclaimer of Certain Damages.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY SUNSHYNE REALTY GROUP PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ANY SUNSHYNE REALTY GROUP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM:

- a. THE USE OR INABILITY TO USE THE SERVICES;
- b. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES;
- c. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

- d. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR
- e. ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A SUNSHYNE REALTY GROUP PARTY FOR
 - i. DEATH OR PERSONAL INJURY CAUSED BY A SUNSHYNE REALTY GROUP PARTY'S NEGLIGENCE; OR
 - ii. ANY INJURY CAUSED BY A SUNSHYNE REALTY GROUP PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2 Cap on Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, SUNSHYNE REALTY GROUP PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATEST OF

- a. THE TOTAL AMOUNT PAID TO SUNSHYNE REALTY GROUP BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY;
- b. \$100; OR
- c. THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A SUNSHYNE REALTY GROUP PARTY FOR
 - i. DEATH OR PERSONAL INJURY CAUSED BY A SUNSHYNE REALTY GROUP PARTY'S NEGLIGENCE; OR FOR
 - ii. ANY INJURY CAUSED BY A SUNSHYNE REALTY GROUP PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.3 User Content.

SUNSHYNE REALTY GROUP ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

12.4 Exclusion of Damages.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12.5 Basis of the Bargain.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUNSHYNE REALTY GROUP AND YOU.

13. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

It is SunShyne Realty Group's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to SunShyne Realty Group by the

copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. a description of the copyrighted work that you claim has been infringed;
- c. a description of the location on the Services of the material that you claim is infringing;
- d. your address, telephone number and e-mail address;
- e. a written 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; and
- f. 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.

Contact information for SunShyne Realty Group's Copyright Agent for notice of claims of copyright infringement is as follows: Copyright Agent, 2325 East Camelback Rd. Suite 400 PMB 1004 Phoenix, AZ 85016 United States.

14. TERM AND TERMINATION

14.1 Term.

The Agreement commences on the date when you accept this Agreement (as described in the preamble above) and remains in full force and effect while you use any Services, unless terminated earlier in accordance with the Agreement.

14.2 Prior Use.

Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement.

14.3 Termination.

- a. Termination by SunShyne Realty Group. If you have breached any provision of this Agreement, or if SunShyne Realty Group is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), SunShyne Realty Group has the right to, immediately and without notice, suspend or terminate any Service provided to you. SunShyne Realty Group reserves the right to terminate this Agreement or your access to the Service at any time without cause upon notice to you. You agree that all terminations for cause are made in SunShyne Realty Group's sole discretion and that SunShyne Realty Group shall not be liable to you or any third party for any termination of your Account.
- b. Termination by You. If you want to terminate this Agreement, you may do so by (i) notifying SunShyne Realty Group at any time and (ii) closing your Account. Your notice should be sent, in writing, to SunShyne Realty Group's address set forth below. ANY SUCH TERMINATION WILL BE EFFECTIVE AT THE END OF THE THEN-CURRENT TERM OF ANY AND ALL THEN-CURRENT SUBSCRIPTIONS, WHICH WILL CONTINUE AT THE END OF EACH SUBSCRIPTION

PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH ABOVE.

14.4 Effect of Termination.

Upon termination of the Service or any applicable feature or functionality thereof, your right to use the Service or the applicable feature or functionality thereof will automatically terminate, and we may delete your User Content associated therewith from our live

This section is included so that SunShyne Realty Group may take advantage of the safe harbor created by the Digital Millennium Copyright Act (“DMCA”), which exempts on-line service providers that meet the safe harbor criteria from claims of copyright infringement made against them that result from the conduct of their customers. Note that one of the requirements is that the on-line service provider must designate an agent that will receive notices of copyright infringement from copyright owners and it must notify the Copyright Office of the agent’s name and address and make that information publicly available on its website (512(c)(2)). For more information, see <http://www.copyright.gov/dmca-directory/faq.html>.

databases. If we terminate your Account for cause, we may also bar your further use or access to the Service. SunShyne Realty Group will not have any liability whatsoever to you for any suspension or termination, including for deletion of your User Content. All provisions of this Agreement which by their nature should survive, will survive the expiration or any termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

14.5 No Subsequent Registration.

If your registration(s) with, or ability to access any of our Services, is discontinued by SunShyne Realty Group due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the SunShyne Realty Group community, then you agree that you shall not attempt to re-register with or access the Website or any of our Services through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated.

15. SERVICES ARE FOR US-BASED USERS ONLY

The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that SunShyne Realty Group intends to announce such Services or Content in your country. The Services are controlled and offered by SunShyne Realty Group from its facilities in the United States of America. SunShyne Realty Group makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

16. DISPUTE RESOLUTION

Please read this section (the “Arbitration Agreement”) carefully. It is part of your contract with SunShyne Realty Group and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

16.1 Applicability of Arbitration Agreement.

Subject to the terms of this Arbitration Agreement, you and SunShyne Realty Group agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any communications you receive, any Listings, any Properties advertised, purchased, or sold in connection with the Services, or this Agreement and prior versions of this Agreement, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that:

- a. you and SunShyne Realty Group may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and
- b. you and SunShyne Realty Group may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

16.2 Informal Dispute Resolution.

There might be instances when a Dispute arises between you and SunShyne Realty Group. If that occurs, SunShyne Realty Group is committed to working with you to reach a reasonable resolution. You and SunShyne Realty Group agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome (“**Informal Dispute Resolution**”). You and SunShyne Realty Group therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to SunShyne Realty Group that you intend to initiate an Informal Dispute Resolution Conference should be sent by mail to our offices located at 2325 East Camelback Rd., Suite 400 PMB 1004 Phoenix, AZ 85016 United States. The Notice must include:

- a. your name, telephone number, mailing address, e-mail address associated with your Account (if you have one);
- b. the name, telephone number, mailing address and e-mail address of your counsel, if any; and
- c. a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a

Dispute, even if the same law firm or group of law firms represents multiple Users in similar cases, unless all parties agree;

multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

16.3 Waiver of Jury Trial.

YOU AND SUNSHYNE REALTY GROUP HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and SunShyne Realty Group are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.4 Waiver of Class and Other Non-Individualized Relief.

YOU AND SUNSHYNE REALTY GROUP AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 16.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 16.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and SunShyne Realty Group agree that such particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or SunShyne Realty Group from participating in a class-wide settlement of claims.

16.5 Rules and Forum.

This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal

Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and SunShyne Realty Group agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“**AAA**”), in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include:

- a. the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account;
- b. a statement of the legal claims being asserted and the factual bases of those claims;
- c. a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars;
- d. a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and
- e. evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address.

Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that:

- a. the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution;
- b. the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and
- c. the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and SunShyne Realty Group otherwise agree, or the Batch Arbitration process discussed in Section 16.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely set forth in the applicable AAA Rules.

You and SunShyne Realty Group agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

16.6 Arbitrator.

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 16.9 (Batch Arbitration) is triggered, the AAA will appoint the arbitrator for each batch.

16.7 Authority of Arbitrator.

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following:

- a. all Disputes arising out of or relating to Section 16.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of Section 16.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that such Section 16.4 (Waiver of Class and Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator;
- b. except as expressly contemplated in Section 16.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator;
- c. all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and
- d. all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator.

The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 16.9 (Batch Arbitration). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

16.8 Attorneys' Fees and Costs.

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal

Rule of Civil Procedure 11(b)). If you or SunShyne Realty Group need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

16.9 Batch Arbitration.

To increase the efficiency of administration and resolution of arbitrations, you and SunShyne Realty Group agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against SunShyne Realty Group by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall

- a. administer the arbitration demands in batches of one hundred (100) Requests per batch (plus, to the extent there are fewer than one hundred (100) Requests left over after the batching described above, a final batch consisting of the remaining Requests);
- b. appoint one arbitrator for each batch; and
- c. provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by SunShyne Realty Group. You and SunShyne Realty Group agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (A) the appointment of a discovery special master to assist the Administrative Arbitrator in the resolution of discovery disputes; and (B) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

16.10 30-Day Right to Opt Out.

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: 2325 East Camelback Rd., Suite 400 PMB 1004 Phoenix, AZ 85016 United States, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16.11 Invalidity, Expiration.

Except as provided in Section 16.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with SunShyne Realty Group as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

16.12 Modification.

Notwithstanding any provision in this Agreement to the contrary, we agree that if SunShyne Realty Group makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to SunShyne Realty Group at 2325 East Camelback Rd., Suite 400 PMB 1004 Phoenix, AZ 85016 United States, your continued use of the SunShyne Realty Group Service, including the acceptance of services offered on the Website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the SunShyne Realty Group Service, any communications you receive, any products sold or distributed through the SunShyne Realty Group Service or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. SunShyne Realty Group will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

17. THIRD-PARTY SERVICES

The Services may contain links to third-party websites, applications, and advertisements for third parties (each and collectively, "**Third-Party Services**"). When you click on a link to a Third-Party Service, we will not warn you that you have left the Services and are subject to the

terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of SunShyne Realty Group. SunShyne Realty Group is not responsible for any Third-Party Services. SunShyne Realty Group provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You share your information with third-Party Services and use all links in Third-Party Services at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. SunShyne Realty Group may receive a referral fee or other consideration in connection with your use of any Third-Party Service.

18. GENERAL PROVISIONS

18.1 Electronic Communications.

The communications between you and SunShyne Realty Group may take place via electronic means, whether you visit the Services or send SunShyne Realty Group e-mails, or whether SunShyne Realty Group posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from SunShyne Realty Group in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that SunShyne Realty Group provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”).

18.2 Assignment.

The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without SunShyne Realty Group’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

18.3 Force Majeure.

SunShyne Realty Group shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

18.4 Questions, Complaints, Claims.

If you have any questions, complaints or claims with respect to the Services, please contact us at: support@SunShyne Realty Group.com.

17.5 Limitation Period.

YOU AND SUNSHYNE REALTY GROUP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES AND/OR THE CONTENT MUST COMMENCE

WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18.6 Exclusive Venue.

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and SunShyne Realty Group agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the State of California.

18.7 Governing Law.

THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

18.8 Choice of Language.

It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

18.9 Notice.

Where SunShyne Realty Group requires that you provide an e-mail address, you are responsible for providing SunShyne Realty Group with your most current e-mail address. In the event that the last e-mail address you provided to SunShyne Realty Group is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, SunShyne Realty Group's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to SunShyne Realty Group at the following address: 2325 East Camelback Rd., Suite 400 PMB 1004 Phoenix, AZ 85016 United States. Such notice shall be deemed given when received by SunShyne Realty Group by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

18.10 Waiver.

Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18.11 Severability.

If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

18.12 Export Control.

You may not use, export, import, or transfer any Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained such Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported

- a. into any United States embargoed countries, or

- b. to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List.

By using the Services, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use any Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by SunShyne Realty Group are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer SunShyne Realty Group products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

18.13 Consumer Complaints.

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

18.14 Entire Agreement.

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.