

Privacy Policy

1. Introduction

This policy describes how 1PlusProperties collects, shares, and uses your information when you access our services. This policy applies to all of the products and services owned and operated by 1PlusProperties, 1PlusProperties Brokerage, and 1PlusProperties Brokerage (collectively, “1PlusProperties,” “we,” “us,” or “our”), including the content, features, data, and software available on www.1PlusProperties.com, our mobile applications, and other websites or applications that we operate (“Services”).

2. The Kinds of Information We Collect

a. Information You Provide

We collect content, images, and other information you provide to us when you access our Services, including when you complete webforms on www.1PlusProperties.com or in our mobile application; create an account with us; communicate with us about our Services via comments, direct message, e-mail, SMS message, or phone; or respond to one of our surveys.

Categories of information you may provide to us include:

- Your name, address, phone number, and e-mail address;
- Your account log-in details;

- Photos and videos of your home (including metadata in the file);
- Circumstances related to your purchase or sale of a home;
- Homes you visit or view on our website or mobile application and your opinions about those homes;
- Reviews or comments you leave on our website, mobile application, or on other public websites;
- Your driver's license or state ID information;
- Real estate offer letters;
- Information related to your financial ability to buy a home;
- Citizenship status (for tax calculation purposes); and
- Marital status (for tax calculation purposes).

When you request an offer for your home or do a virtual interior assessment with us, **please do not provide photos or record videos with people or any sensitive information in them.**

b. Information We Collect from Your Device(s)

We may collect the following information from the device that you use to access our Services:

- Device attributes such as the operating system, hardware and software versions, battery level, signal strength, bandwidth, available storage space, browser type, app and file names and types, and plugins;
- Information about operations and behaviors performed on the device, such as mouse movements (which can help

distinguish humans from bots) or whether a window is in the foreground or background;

- Identifiers unique to you, your device, or your account(s), such as device IDs, advertising IDs, and other similar static ID numbers such as those from apps or accounts you use;
- Information you allow us to receive through device settings you turn on, such as access to your GPS location;
- Network and connection information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, and IP address; and
- Data from cookies, tags, pixels, web beacons, and log files stored on your device, including cookie IDs, page views, how often you visit our website or mobile application, and links you click on.

We generally use this information for your convenience and to improve our Services. For instance, we may use it to: (i) remember your information so that you do not have to re-enter it; (ii) provide you with customized content and information, including advertising; (iii) monitor the effectiveness of our Services; (iv) monitor aggregate metrics such as total number of visitors, traffic, and usage patterns; and (v) diagnose or fix technology problems.

c. Information We Collect When You Call Us

We may record phone or video calls with you for quality assurance purposes. Our customer service team members also enter certain information you provide into our customer service databases to ensure continuity and consistency throughout your experience with 1PlusProperties.

d. Information We Collect from Partners, Service Providers, and Affiliated Businesses

We may collect information about you from our partners, service providers, and affiliated businesses in order to provide the Services, along with certain related products and services such as home financing, title insurance, escrow services, homebuilder partnership programs, real estate agent partnership programs, and, in cases where 1PlusProperties is not able to buy your home, access to other potential purchasers or brokers, or to listing agents who may be able to help with your home sale.

Information we gather about you from our partners, service providers, and affiliated businesses may include:

- Multiple Listing Service (MLS) information about your home or the home(s) you are interested in buying;
- Prequalification letters from financial institutions;
- Construction or purchase contracts;
- Verification of your identification and a risk score about you prior to allowing you smart-lock-enabled entry into an 1PlusProperties-owned home;
- Information related to completion of the construction of your new home (if you are working with a homebuilder);
- Information about the condition of, and repairs to, your home and property;
- Information related to your home purchase, sale, moving dates, and financing in connection with helping us facilitate “trade-in” deals;

- Information about whether you may need homeowners insurance; and
- Information about how you engaged with a 1PlusProperties advertisement or social media post.

e. Information We Collect from Public Sources

Much of the information necessary to help you buy or sell your home is available from public government sources. We sometimes collect information from these sources so that you do not have to spend time looking for and aggregating it for us. For example, we may collect the following information about you and your home from public sources:

- Tax assessments of your home;
- The school district and public transportation available near your home;
- Information contained on the deed to your home, such as name, address, liens, encumbrances, and title;
- Sale prices of homes similar to your home (called “comparables”);
- The number of bedrooms and bathrooms in your home;
- Whether your home has access to features like a beach, boat dock, or parking garage;
- Whether your home is in an earthquake or flood zone or has any other condition that would affect its market value;
- Permits issued for remodels and additions;

- The finished and unfinished square footage of your home; and
- The year your home was built.

f. Information We Collect Through Our Mobile Applications

When you access our Services through our mobile applications, we may receive certain mobile device data such as a unique identification number associated with your device, your device type and manufacturer, your mobile carrier, subscriber status, payment method, phone number, caller ID data, and, depending on your mobile device settings, your location information, including GPS coordinates.

We generally collect this information to provide and improve your experience with the Services and to verify the identity and location of people who access 1PlusProperties homes. This helps us keep you and our properties safe.

When you first launch our application or when you use it to visit a 1PlusProperties home, you may be asked to allow us to access your geographic location. If you initially consent to this and change your mind, you can revoke your consent by changing the geolocation preferences in your device settings.

g. Information We Collect When You Visit a 1PlusProperties Home

If you use our application to unlock a 1PlusProperties home, we will know the date and time the home was unlocked. Some of our homes also have additional monitoring technologies such as motion sensors that tell us when there is activity in a house and video cameras monitored by a security service provider.

We may also request that you use your smart device to verify your identity by uploading an image of a government ID before we remotely unlock a home. We use an identity verification service provider to manage our ID verification. 1PlusProperties does not maintain a copy of your ID after you upload it and typically would only obtain it from our identity verification service provider in connection with a significant trust and safety incident or if requested by law enforcement. We do, however, retain certain information obtained from the ID such as your name, address, and whether you are over the age of 18 (but not your specific date of birth).

There are some situations where we cannot get enough information from you to remotely unlock the door to one of our homes using a smart lock. When this happens, you can still tour the home with the help of a real estate agent.

3. How We Use This Information

a. To Provide Our Services

We use the information that we collect about you to deliver our Services, including to personalize features and content to you. We use the information you provide to give you options for home buying and selling that may be relevant to your individual circumstances. As discussed in more detail below, you have choices about how and whether we process some of your information.

b. To Learn About the Home You May Want to Sell or Buy

If you are interested in selling, we use information you provide to us about the home, including photos and videos, to help us provide the Services to you and others. If you are interested in buying a home, we may consider information you provide us about the home you are interested in buying, including property profiles that you have indicated your interest in, to try to match you with homes you might want to purchase.

c. To Keep You, Your Information, and Our Properties Safe

1PlusProperties cares about your safety. We use the monitoring and identity verification technologies described above to help keep you safe when you visit a 1PlusProperties home and to prevent property damage and fraud.

d. To Advertise Our Services

We may use information collected about you to provide you with relevant information about additional Services that 1PlusProperties or our affiliated companies offer, such as our trade-in program, home financing, and title insurance services. Specifically, we use information about how you interact with our website and mobile application, combined with information you provide us and information we collect from other sources, to serve you relevant advertising.

e. To Do Market Research

We are constantly striving to improve our customer experience. We conduct research into all aspects of the home buying and selling process to try to identify ways to make it better. Sometimes

we use partner companies to conduct surveys of willing participants who offer suggestions as to how we might improve our Services. We also aggregate and analyze consumer information that we collect on our website, mobile applications, and from conversations with our customer service representatives to identify trends which inform how we change and grow.

f. To Support Information Security and Debugging

We may use information about you and your use of the Services to detect security incidents, protect against malicious, fraudulent, or illegal activity, and improve the security of our Services. We may also use this information to debug our Services to identify and repair errors that impair existing intended functionality.

g. In Connection with a Dispute

We may use personal information to prosecute or defend against claims in court and other dispute resolution forums.

4. Why and How We Share Your Information

a. At Your Direction

We may share your information when you specifically direct us to do so. Examples of these situations include:

- Agent partnerships. 1PlusProperties works with both consumers and real estate agents. We may share your information with our agent partners in order to pair you with an agent who can help you through the home buying or selling process.

- Builder partnerships. 1PlusProperties partners with homebuilders to provide buyers who are purchasing new homes from these builders with the opportunity to request offers from 1PlusProperties for their current homes. When you are working with a homebuilder, we may share your information with them.
- Financing providers. If and to the extent you authorize us to do so, we may share your information with home financing providers, including 1PlusProperties Loans.
- Potential home buyers. We may work with trusted institutional home buyers to try to find a purchaser for the home.
- Escrow, closing attorney, title, homeowners' insurance. If you need escrow, closing attorney, title insurance services, or homeowner's insurance services, we may share your information with escrow, closing attorney, title, and homeowner's insurance companies.
- Renovation companies. If you need renovation services, or to help us evaluate or repair homes we may acquire, we may share your information with renovation and construction companies.
- Other partners with whom you ask us to share your information.

b. With Our Affiliated Companies

We may share your information between our [affiliated companies](#) to the extent allowed by law.

c. With Service Providers

We may share your information with service providers, including payment processors, technology and infrastructure providers, digital communications services, commercial data and market research analysts, consumer report providers, auditors and accountants, physical site security providers, IT security and bug-fix partners, customer service providers, and other providers who perform services for and on our behalf for the sole benefit of us and our customers.

d. With Law Enforcement, Courts, or Government Agencies

We may share your information as necessary to respond to legal process or to regulatory authorities (such as pursuant to a subpoena, warrant, investigative demand from law enforcement, regulators, or others; national or international security letters; etc.); to investigate, prevent, or take action regarding suspected or actual illegal activities (including fraud or stalking) and security or technical issues; to respond to or participate in commercial disputes (e.g., lawsuits or investigations); or to protect against fraud, claims, or other liability or harm to you, us, or others.

5. When Third Parties Benefit from 1PlusProperties Sharing Your Information with Them

a. “Selling” Your Data

1PlusProperties is not a data broker. However, in some circumstances we share your information with third parties not owned by or co-branded with 1PlusProperties Specifically:

- Social media. If you use our Services, we may provide information about that use to social media networks who will use it to better target advertising.
- Third-party home buyers. We may share your information with institutional home buyers to try to find a purchaser for the home.
- Home insurance agencies. If you may need homeowners insurance, we may share your information with homeowners insurance agencies and those agencies may reach out to offer you a quote.
- Vendor due diligence. If you are an individual or business that wishes to provide services to 1PlusProperties, we may share your information with a due diligence service to perform vendor due diligence. The due diligence provider may use this information to inform and further refine its risk analysis tools.

6. How We Protect Your Information

a. Safeguards

We use commercially reasonable physical, electronic, administrative, and procedural safeguards to preserve the integrity, confidentiality, and security of all personal information collected through the Services. However, no security measure, system, or control is infallible. Therefore, like all businesses, we cannot guarantee that our Services are invulnerable to attack or misuse.

b. Your Role

You have a major role in the security and privacy of your own information. For example, you should not provide us with personal information that we do not request. Additionally, you are responsible for controlling access to any personal computing device through which your information may be stored or accessed. You are also responsible for safeguarding any passwords or other log-in credentials that may be used to access your information, including in the 1PlusProperties environment. We recommend that you log out of any account when you are done using it.

c. Third Parties

Please remember to review the privacy settings and security policies of third-party sites and services that you use, such as social networks. We are not responsible for the privacy or security measures of any third party.

d. Incident Response

In the event that the security of any personal information under our control is compromised, we will take reasonable steps to investigate and mitigate the situation, including, when appropriate, notifying those individuals whose information may have been compromised and taking other steps in accordance with applicable laws and regulations.

7. Opting Out of Our Communications

If you are interested in no longer being contacted by 1PlusProperties, we want to facilitate that. You may click on the unsubscribe links in our marketing emails, text STOP in response to marketing texts, and request removal from our mailer list at 1PlusProperties.com/mail.

If you prefer to no longer use our app, you can follow the standard process to uninstall it from your device.

We are also happy to place you on our do-not-call list. For assistance, please contact us at co-owner@1PlusProperties.com

8. Updates and Questions

This policy is updated regularly. We will promptly make any changes available at 1PlusProperties.com/privacy. Changes will be effective as soon as the updated policy is posted unless otherwise stated. Questions about this policy can be directed to co-onwer@1PlusProperties.com

This Policy was last modified on June 14, 2022.

Terms of Service

This Terms of Service Agreement (this “Agreement”) is a binding agreement between you and 1PlusProperties and its affiliated companies (collectively, “1+,” “we,” “us,” or “our”) providing the terms and conditions for your use of our Services.

By “Services,” we mean all the products and services owned and operated by 1PlusProperties, including the content, features, data, and software made available through www.1PlusProperties.com (the “Web Site”), our mobile applications, and other websites or applications we operate.

Please review this Agreement carefully. By accessing and using our Services, you agree to all the terms and conditions of this Agreement. Please be sure to also review our [Privacy Policy](#), which is incorporated and made a part of this Agreement.

This Agreement contains warranty and liability disclaimers.

We may modify this Agreement from time to time and will post the amended agreement at www.1PlusProperties.com/terms. You will be deemed to have accepted this Agreement as amended if you continue to access our Services after any amendments are posted.

1. General Terms

1.1 Using Our Services

1.1.1 General Requirements

By accessing our Services, you agree to abide by all applicable local, state, national, and international laws and regulations in your use of our Services.

Our Services are intended only for personal, non-commercial use by residents of our selected markets aged 18 years and over. If you do not meet this criterion, you agree to immediately discontinue use of our Services. We reserve the right to refuse to provide our Services to anyone at any time.

1.1.2 Registered Users

We reserve the right to restrict certain of our Services to registered users. In the event that any of our Services requires you to register prior to our granting you access, you agree to provide accurate, current, and complete account information, including but not limited to your name, address, telephone number, and email address, and to update this information as necessary to keep it accurate, current, and complete.

You may not sell, transfer, or assign your account with us to anyone else. You are responsible for maintaining the confidentiality of your account name and password, and for all activities that occur while logged in under your account. You agree to notify us immediately at co-owner@1PlusProperties.com of any actual or suspected unauthorized use of your account.

1.1.3 License

1PlusProperties grants to you a limited, non-exclusive, non-transferable license to access and use our Services in accordance with the terms and conditions set forth in this Agreement. 1PlusProperties reserves all right, title and interest not expressly granted under this license to the fullest extent permitted by law. Any use of our Services not expressly permitted under this Agreement is strictly prohibited.

You agree not to sublicense, assign, or transfer the license granted to you under this Agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Agreement is void.

1.1.4 Copyrights, Trademarks and Other Intellectual Property

All content and materials available through our Services, including, but not limited to text, images, audio, video, interfaces, information, data, and computer code, are the property of 1PlusProperties (collectively, our “Content”).

Our Content, including any content licensed to us by third party content providers (the “Providers”), is protected by international intellectual property laws and treaties. You are permitted to access our Content only through our Services and you may not copy, modify, sell, reproduce, distribute, republish, display, post, create derivative or collective works from, or transmit in any form our Content, in whole or in part, without our prior written consent, which may be subsequently revoked at our sole discretion. You may not reverse engineer or reverse compile any of our Services or the technology used to operate our Services. Nothing in this

Agreement grants you any license or right to use our Content except as expressly stated in this Agreement.

1.1.5 Infringement

You agree that you will not use our Services in any manner that infringes the rights of any third party. If you are a copyright holder and believe your work has been used in our Services in a way that constitutes copyright infringement, please send a notice of infringement under the Digital Millennium Copyright Act (“DMCA”) to Email: co-owner@1PlusProperties.com

1.1.6 Other Restrictions

You agree that you will not use our Services to: (a) impersonate any person or entity or misrepresent your affiliation with any person or entity; (b) engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or any other information, including specifically, property listings available through our Services; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the computer code comprising or in any way making up a part of our Services; (d) violate any applicable local, state, national or international law; (e) send chain letters or pyramid schemes via our Services; or (f) attempt to gain unauthorized access to other computer systems through our Services.

You agree that you will not use our Services in any manner that could damage, disable, overburden, or impair our Services or interfere with any other party’s use and enjoyment of our Services.

1.1.7 Submissions

If you submit to us or post through our Services any property listing, testimonial, comment, review, suggestion, or any work of authorship (collectively, a “submission”) including, without limitation, submissions about any of our products or services, such submission may be used by us in any manner. Please do not submit or send any submission to us that you consider contains confidential or proprietary information. No submission sent to us will be considered or treated as confidential information. We do not pre-screen submissions and we will have no obligation to read any particular submission submitted or sent to us.

By submitting or sending a submission to us, you: (a) represent and warrant that the submission is original to you, that no other party has any rights thereto, and that any moral rights in such submission have been waived, and (b) grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name.

1.1.8 Mobile ID and Identity Verification Data

When you use your mobile device to electronically unlock our properties, you authorize your wireless carrier to disclose information about your wireless carrier account, such as subscriber status, payment method and device details, if available (the “Mobile ID Data”). In addition, when you access the Services

through a mobile device to electronically unlock our properties, you may be prompted to share your driver's license or national ID data. By sharing such information, you authorize our third-party identity verification service provider to collect the data displayed on and/or encoded in the barcode of your ID in accordance with its privacy policy, and you authorize us to receive such information (collectively, the "Verification Information") from such service provider. As discussed in our Privacy Policy, we only use the Mobile ID Data and Verification Information for lawful purposes, including but not limited to identity verification, security of 1PlusProperties properties, and the prevention of fraudulent activity.

1.2 Disclaimers

1.2.1 No Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR SERVICES, OUR CONTENT, OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. 1PLUSPROPERTIES, ON BEHALF OF ITSELF, ITS AFFILIATES, AND THE PROVIDERS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR SERVICES, OUR CONTENT, OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

1.2.2 Assumption of Risk

YOU USE OUR SERVICES, OUR CONTENT, OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OUR SERVICES, OUR CONTENT, OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES, OUR CONTENT, OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES.

ADDITIONALLY, YOU VISIT 1PLUSPROPERTIES'S REAL PROPERTY AND SURROUNDING PREMISES (COLLECTIVELY, THE "PREMISES") AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ANY AND ALL RISK FOR ANY PROPERTY DAMAGE OR LOSS, OR BODILY, MENTAL, OR PERSONAL INJURY, INCLUDING DEATH, RELATING TO OR ARISING FROM VISITING THE PREMISES.

1.2.3 Not a Legal or Professional Advisor

You acknowledge and agree that 1PlusProperties is not engaged in rendering legal, tax or other professional services. If legal, tax or other professional assistance is required, including but not limited to the review of agreements and forms made available to you through our Services, the services of a competent professional should be sought.

1.3 Limitation of Liability

You agree that neither 1PlusProperties, nor its affiliates, nor any of their respective employees, or agents involved in the creation, production and distribution of our Services or our Content, is liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, special, punitive, direct or indirect), injury, claim, liability or other cause of action based upon or resulting from the use or attempted use of our Services or our Content, including but not limited to any claim or damage arising from failure of performance, error, omission, inaccuracy, interruption, deletion, defect, delay in operation, computer virus, system failure, theft, destruction, unauthorized access to or alteration of personal records, or the reliance upon or use of data, information, opinions or other materials accessed through our services. Additionally, you agree that 1PlusProperties is not liable or responsible for any defamatory, offensive or illegal conduct of third parties.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NOTHING IN THIS AGREEMENT SHALL AFFECT WARRANTIES OR LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO RIGHTS TO DAMAGES, WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

1.4 Indemnification

You agree to indemnify, defend, and hold harmless 1PlusProperties, its officers, directors, employees, affiliates, agents, and licensors from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising

out of or in any way related to (i) any violation or alleged violation by you of the terms and conditions of this Agreement or any applicable law; (ii) your access, use, or misuse of our Services or our Content; and/or (iii) any infringement by you of the copyright or intellectual property rights of any third party. You must not settle any such claim or matter without the prior written consent of 1PlusProperties. We reserve the right, at our own expense, to assume the exclusive defense and control of any claim subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

1.5 Governing Law

This Agreement will be governed by the laws of the United Kingdom, without regard to its provisions relating to conflict of laws.

1.6 Enforceability

Our failure to enforce any of our rights or to act with respect to a breach by you or others of this Agreement does not constitute a waiver of any rights and will not limit our rights with respect to that breach or any subsequent breaches. No waiver by 1PlusProperties of any of the provisions in this Agreement will be of any force or effect unless made in writing and signed by a duly authorized officer of 1PlusProperties.

If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed

severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

We may assign this Agreement, or certain of our rights or obligations under this Agreement, to any party at any time without notice to you. You may not assign your rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of 1PlusProperties.

1.7 Consent to be Contacted; Notices

If you provide, or have provided, a telephone number to us, you expressly agree that we may contact you at that number in order to provide you with informational and service messages, including via text message and/or by using automated telephone technology. Standard message and data rates may apply. You can opt-out of text messages by replying "STOP" to the sender. You represent and warrant that you are the authorized subscriber for the telephone number(s) you have provided. Please be aware that we may record or monitor telephone calls for quality assurance.

If you provide, or have provided, an email or mail address to us, you agree that we may provide notices to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

2. Service-Specific Terms

Certain terms and conditions are specific to certain of our Services. We've broken those out below.

2.1 1PlusProperties Estimates

An 1PlusProperties Home Value, Offer Preview, Preliminary Offer, Instant Offer, and/or Estimated Offer (each an "1PlusProperties Estimate") is an estimate calculated using publicly-available information and 1PlusProperties's proprietary valuation model. It typically takes into account hundreds of data sets related to your home and its location.

An 1PlusProperties Estimate is not an appraisal. It is an invitation for you to request an offer to purchase your home (an "1PlusProperties Offer").

2.2 Selling to 1PlusProperties

2.2.1 1PlusProperties Offers

A 1PlusProperties Offer is an offer by 1PlusProperties to purchase a home. You will be eligible to receive an 1PlusProperties Offer after you provide us with information about your home and (i) you are the owner or represent the owner of the home, (ii) the home is in one of our service areas, (iii) the home meets our current home-buying parameters, which may change from time to time for a given service area under our sole

discretion and (iv) we have had an opportunity to assess your home.

A 1PlusProperties Offer is not an appraisal. It is the purchase price 1PlusProperties is willing to pay for your home, subject to additional terms, conditions, and fees outlined in the offer.

In the event that 1PlusProperties makes you an offer on your home, 1PlusProperties is not acting as your real estate agent or broker; nor does 1PlusProperties represent you in any capacity as a seller. 1PlusProperties is merely acting as, or on behalf of, a purchaser of real estate. As a seller, you have the right, and it is your responsibility, to independently evaluate and decide whether to accept the 1PlusProperties Offer.

2.2.2 Service Charge

Your 1PlusProperties Offer will reflect a figure for 1PlusProperties's [service charge](#). This service charge helps cover the expenses 1PlusProperties incurs in buying and reselling your home, including holding costs like taxes, utilities, and maintenance. Service charge may vary dependent on anticipated costs for the particular home. It does not include negotiated repairs costs or third party charges related to the settlement of the sale.

2.2.3 After You've Sold

Please ensure you've contacted the Postal Service to set up address forwarding to your new address effective as of your close date. Also, be sure to update your address anywhere that you

regularly order packages from. Once your home sale has closed, we disclaim all liability for any mail or packages delivered to the property.

2.3 Visiting a 1PlusProperties Home

2.3.1 Authorized Access

By accessing any home owned by 1PlusProperties (a “1PlusProperties Home”), you certify and agree you are entering the home with the express purpose of (1) evaluating the home for potential purchase, or (2) engaged in authorized business with 1PlusProperties. You acknowledge that each access request grants up to 1 hour of time in the home, unless you have express permission from 1PlusProperties for extended on-site presence. 1PlusProperties may revoke permission to access one or more of its homes at any time. If you are asked to leave one 1PlusProperties Home, you lose permission to go to any future 1PlusProperties Home unless you receive notification otherwise from 1PlusProperties.

2.3.2 Authorized Activities

By entering a 1PlusProperties Home, you acknowledge and agree that you will not, and will not assist or enable others, to:

- breach or circumvent any applicable law, or terms of this Agreement;
- access the home if under the age of 18;

- smoke, vape, consume alcohol, or use any illicit or illegal substances on the Premises;
- abandon, leave behind, dump, or otherwise discard any property including, but not limited to, flyers, pamphlets, marketing or promotional materials, trash, garbage, waste product, or any other type of personal property on the Premises without the express consent of 1PlusProperties;
- remove any property from the Premises other than marketing or promotional materials provided by 1PlusProperties for such use;
- use any facilities in the home including, but not limited to, pools, showers, and appliances other than for the purpose of examining them in the course of reasonable evaluation for purchasing the home;
- request access other than through a method authorized by 1PlusProperties (authorized methods include the 1PlusProperties Mobile App, text-to-enter, and a phone call to 1PlusProperties's Customer Support line);
- enter the home other than through the front door;
- bring any weapon including, but not limited to guns, knives, blunt-force objects, and projectiles into the home or surrounding yard;
- avoid, bypass, remove, deactivate, impair, or otherwise attempt to circumvent any technological or security measure implemented by 1PlusProperties or any other third party to protect 1PlusProperties Homes and their contents and surroundings, Services, customers, and/or visitors; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

If, in accessing a 1PlusProperties Home, whether through an authorized method or not, you provide access to any individuals who have not expressly accepted this Agreement, you accept legal and financial responsibility for their behavior including for any breaches by them of Section 2.3 of this Agreement.

By accessing any 1PlusProperties Home, you accept legal and financial responsibility for any damage you cause to the Premises and, to the fullest extent permitted by law, any bodily, mental, or personal injury, including death, relating to or arising from accessing or visiting the Premises.

2.4 Buying an 1PlusProperties Home

2.4.1 As-Is Conveyance

If you contract to purchase a home from 1PlusProperties (“Seller”), you (“Buyer”) agree to the following additional terms and conditions regarding your purchase of the home (the “Property”). In the event of any conflict with the terms of the Purchase and Sale Contract (“Purchase Contract”) governing the purchase of the Property, the Purchase Contract shall prevail.

Seller has provided Buyer with an opportunity to inspect the Property, and strongly encourages Buyer to seek an inspection on the Property by a licensed home inspector. Buyer further recognizes Seller has not resided in the Property and has limited knowledge thereof. Accordingly, to the fullest extent permitted by law and under the terms of the Purchase Contract:

BUYER AGREES THAT BUYER IS ACQUIRING THE PROPERTY ON AN “AS IS, AND WITH ALL FAULTS BASIS” WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OF HAZARDOUS SUBSTANCES IN OR NEAR THE PROPERTY, OR EXPENSES ASSOCIATED WITH THE PROPERTY.

BUYER WAIVES ANY IMPLIED WARRANTY AS TO HABITABILITY AND/OR, ANY IMPLIED WARRANTY AS TO THE WORKMANSHIP OF ANY REPAIRS OR MODIFICATIONS PERFORMED ON THE PROPERTY.

BUYER AGREES IT HAS HAD AMPLE OPPORTUNITY TO OBTAIN PROFESSIONAL COUNSEL OF ITS CHOOSING, AND IS RELYING SOLELY ON ITS OWN INDEPENDENT JUDGMENT AND THAT OF ITS OWN PROFESSIONAL CONSULTANTS, IF ANY, IN ENTERING INTO THE PURCHASE CONTRACT AND PURCHASING THE PROPERTY.

BUYER WILL CONDUCT SUCH INSPECTIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY AND, IF BUYER ELECTS TO PURCHASE THE PROPERTY, AND AGREES TO ASSUME THE RISK OF ANY ADVERSE CONDITIONS, INCLUDING ADVERSE CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY SUCH INSPECTIONS.

2.5 Brokerage Representation and Referrals

2.5.1 About the 1PlusProperties Brokerages

1PlusProperties. is the parent company of two real estate brokerages, 1PlusProperties Rentals and 1PlusProperties Brokerage Inc. (collectively, the “1PlusProperties,” and each, a “1PlusProperties”).

These brokerages have contractual relationships with certain multiple listing services (MLSs) that allow them to show you certain pictures and data related to listed and previously listed properties. Unless you are a licensed agent, you agree:

- to use this data only for personal use, and not for commercial uses;
- that you will not redistribute or otherwise use the data except in connection with your consideration of the purchase or sale of an individual property; and
- that the MLS that supplies the data owns such data and has proprietary rights and copyright to such data.

2.5.2 Representation of 1PlusProperties

In the event you choose to buy a 1PlusProperties Home or sell your home to 1PlusProperties, a 1PlusProperties Brokerage will represent 1PlusProperties in the transaction.

2.5.3 Working with an 1PlusProperties Partner Agent

At your request, a 1PlusProperties Brokerage can refer you to a third-party agent that can represent you in your home purchase or sale (“1PlusProperties Partner Agent”), and you may be eligible

for promotions for working with that agent. Should you choose to work with that agent, the referring brokerage will receive a referral fee. However, we never require you to choose any particular agent to buy or sell a home.

2.5.4 Working with an 1PlusProperties Agent – Agency Relationships

In certain service areas, you may have the option to be represented by an agent at an 1PlusProperties Brokerage (an “1PlusProperties Agent”) in your home purchase or sale. However, an 1PlusProperties Agent will not be able to represent you if you sell your home to 1PlusProperties, and may not be able to represent you in other types of transactions where an 1PlusProperties Brokerage is representing another party. In those instances, you remain welcome to work with an 1PlusProperties Partner Agent or another agent of your choice

1PlusProperties Agents may only enter into single agency representation agreements. Dual agency is prohibited for 1PlusProperties Agents including in service areas where dual agency is permitted by law. Dual Agency or Limited Agency may occur in transactions where a buyer and a seller are both represented by an 1PlusProperties Brokerage. Where eligible Disclosed Dual Agency transactions occur, only the designated broker may be entered into dual agency representation; each client will have separate single agency representation in the transaction.

2.5.5 1PlusProperties Tour Assistants

In eligible markets, at your request, an agent will meet you to help facilitate visits to homes (“Tour Assistant”). Prior to a home tour,

you will receive an email with information about your Tour Assistant. Please note that visiting a home with a Tour Assistant does not establish an agency or contractual relationship between you and that Tour Assistant. We always welcome you to seek representation from the agent of your choice.

2.5.6 1PlusProperties Access Program

1PlusProperties's [Agent Access](#) program and all advertising and marketing associated is provided by 1PlusProperties Inc. All commissions are paid through the 1PlusProperties Brokerages.

2.5.7 1PlusProperties Exclusive Listings

1PlusProperties Exclusive Listings homes are owned and advertised by 1PlusProperties and its affiliated companies. No listing, advertising, or marketing services are provided by, and no commissions received by, the 1PlusProperties Brokerages as part of the Exclusive Listings Program.

2.6 Current 1PlusProperties Promotions

Please note that, from time to time, we may advertise estimates of what customers can receive pursuant to a given 1PlusProperties promotion. However, the final amounts you will receive, if eligible, will depend on factors like the final price of the home you buy or sell, as well as other associated costs like agent commissions. Consult with your 1PlusProperties representative for more details as to how these promotions apply to your home sale or purchase. Unless otherwise stated, 1PlusProperties promotions may **not** be combined.

2.6.1 Buyer Refund Incentive

In certain of our service areas, if you use a 1PlusProperties Agent or 1PlusProperties Partner Agent to purchase a home, you can save up to 1% off the purchase price of the home in the form of a commission refund at closing.

The amount is subject to a minimum commission to your agent of \$3,000, which means it is calculated as the lesser of either (a) 1% of the price of the property you buy, or (b) your agent's commission minus \$3,000. It may be reduced on the basis of purchase type (e.g., short sale), loan or lender restrictions, seller contributions, or law.

2.6.2 1PlusProperties Backed Offer Program

The 1PlusProperties Backed Offer Program is designed to help customers to make offers to purchase eligible homes without the burden of financing, appraisal, and home sale contingencies. To learn more about the program, including active service areas, and answers to commonly asked questions, visit [1PlusProperties.com](https://www.1plusproperties.com). Review your program documents for full details.

This Agreement was last modified on June 14, 2022.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY 1PLUSPROPERTIES.