

SELECTED ACQUISITION MARKETPLACE TERMS OF SERVICE:

WAIVER OF LIABILITY, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Binding Contract.

BY REGISTERING FOR AND/OR USING THE SERVICES IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE AND/OR THE APPLICATIONS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL OTHER TERMS AND CONDITIONS, OPERATING RULES, POLICIES, AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME THROUGH THE SERVICES BY US OR OTHERWISE PROVIDED TO YOU IN CONNECTION WITH THE SERVICES, EACH OF WHICH IS INCORPORATED BY REFERENCE INTO THESE TERMS OF SERVICE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO.

What We Do

Our Services. Our Services includes an online platform on which people or entities that wish (and have the right) to sell their properties (“Sellers”) may propose to us property listings (“Listings”), and people who wish to buy (“Buyers”) such properties may search for, obtain information regarding, and potentially complete transactions with respect to, such properties. We do not own, operate, or have any control over the properties or Listings. While Selected encourages connection, Sellers may choose not to contact or further pursue a relationship with interested Buyers; any additional contact between the parties after a connection is made is purely at the will of both parties.

Please Be Smart. You understand and agree that we are not a party to any agreement you enter into with any other user, whether or not that agreement is provided through the Services, and you acknowledge that you are solely responsible for your interactions, correspondence, and transactions with other users of the Services, whether on the Site, the Applications, in person, or otherwise. Please exercise good judgment and common sense; conduct all necessary, appropriate, and prudent inquiries, investigations, research, and due diligence; and take all necessary precautions when interacting with others or publicly posting Content. For purposes of these Terms of Service, the term “Content” includes, without limitation, Listings, information, data, text, inquiries, photographs, videos, virtual tours, audio clips, written posts, reviews, feedback, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

No Fiduciary Duty. Selected has no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

- which users gain access to the Services;

- what Content you access via the Services; or
- how you may interpret or use the Content.

No Responsibility. You acknowledge that all Content accessed by you using the Services is at your own risk and that you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not assume any responsibility or liability or make any warranties or guarantees that any Content you access on or through the Services is or will continue to be accurate, safe, or legal. All Content and information is subject to errors, omissions, changes in price, prior sale or rental, or withdrawal without notice. No representation, warranty, covenant, or guarantee is made as to the accuracy of any description. All measurements and square footages are approximate and may not be relied upon by you. All information should be confirmed by you. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. It is your responsibility to consult with independent legal counsel prior to entering into any contract or agreement with a third party.

ADDITIONAL CONTENT DISCLAIMERS. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY LISTING, PROPERTY, CONTRACT, CONTENT, OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF LISTING INFORMATION, PROPERTIES, CONTENT, OR SERVICES.

Indemnification. You shall defend, indemnify, and hold harmless us, our affiliates, and each of our and their respective employees, contractors, directors, suppliers, licensors, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Services, Listings, Content, or otherwise from your User Content; (ii) violation of these Terms of Service; (iii) breach of any contract, or other agreement you enter into; (iv) personal injury, property damage, or other claims or damages relating to property defects, conditions, legality, or suitability; (v) your interactions or transactions with any other user; (vi) infringement by you, or any third party using your Account or identity in connection with the Services, of any intellectual property or other right of any person or entity; or (vii) any payments due and payable by you to any third party vendor in connection with the Services.

Limitation of Liability

LIABILITY LIMITS. IN NO EVENT SHALL WE, NOR OUR AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, DIRECTORS, SUPPLIERS, LICENSORS, AND REPRESENTATIVES, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS,

ACCOMMODATIONS, RIGHTS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

Releases. You shall and hereby do release us from all liability for you having acquired or not acquired housing through the Services. You hereby release us and our directors, officers, employees, agents, subsidiaries, affiliates, successors, predecessors, assigns, heirs, service providers, insurers, investors, attorneys, advisors, and suppliers from all claims, demands, and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to content accessed through the Services, or any interactions with others arising out of or related thereto.

User Disputes. We reserve the right, without any obligation, to intervene in or monitor disputes between our users. You agree to cooperate with and assist us in good faith, and to provide us with such information and take such actions as we may reasonably request, in connection with any disputes involving you. Although we may moderate content or disputes in our discretion, we have no authority to legally bind third parties or force them to resolve complaints or disputes.

Confidentiality and Nondisclosure

Proprietary Rights: Confidential Information.

By participating in the Services, you agree that any information you receive from another party by virtue of your participation in the Selected Acquisition Marketplace is highly Confidential.

Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

You agree that you shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as the other, as the case may be, exercises in safeguarding the

confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances.

You acknowledge that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Entire Agreement and Severability. These Terms of Service, together with any state-mandated disclosure forms provided by us to you separately, are the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services.

Severability. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Assignment. These Terms of Service are personal to you and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service, and neither party has any authority of any kind to bind the other in any respect.

No Waiver. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.