

Terms and Conditions

REALZOOP, LLC TERMS AND CONDITIONS

Realzoop, LLC (“realzoop”) Terms and conditions were updated on 11/23/2022.

By using realzoop, users acknowledge and agree to the terms, conditions, privacy policies, and restrictions as outlined in this TERMS AND CONDITIONS Agreement (“Agreement”).

What is realzoop?

Realzoop is a unique web-based platform that provides automated tools for subscriber real estate agents to engage sellers and connect them with buyer agents for the purpose of selling and buying real estate. realzoop provides home sellers with valuation tools, listing input automation as well as listing dashboards to manage the sale of their home. Realzoop provides real estate agents representing buyers with dashboards designed to manage offers and share documents with listing agents and sellers.

Through a licensed realzoop subscriber, a property can be marketed for sale and receive offers. The realzoop offer platform is designed to enhance the communication and speed of offer negotiation and acceptance between parties. No contract is considered to be finalized due to offers made and accepted on the realzoop platform. A contract is considered final when the licensed realzoop subscriber, selling parties and buying parties have signed all required state documents.

Realzoop Terms of Use

By using realzoop, you are agreeing that you will abide by and follow all the terms and conditions of use as listed below.

1. Any and all information entered by parties is intended for use of Listing or purchasing a property and that information shall not be used in any other way.
2. Users shall not copy, redistribute or retransmit any of the information provided except in connection with the purchase or sale of an individual property.
3. You understand that additional agreements will be required to proceed with listing a home or the purchase of a home according to individual states’ requirements.

The use of realzoop is simple - we provide web based real estate transactions controlled by the consumer and supported by a real estate agent. Realzoop is open to all consumers who are considering buying, Selling or leasing of real estate in an area in which an agent subscriber holds an active license.

This website and services provided are owned and operated by realzoop LLC, headquartered at 602 S Broad St, Scottsboro AL 35768. These Terms of Use between you and realzoop and outline both party’s obligations and our limitation of liability. When you use any portion of the

services provided, you signify that you accept the terms of the Agreement. If you do not accept, then do not use the Services.

Registration

Realzoop requires that each user have a unique username and password. Realzoop will ensure that an email address is only associated with one username and password.

You are responsible for all activities related to the Services that occur through your account and password. It is your responsibility to keep your realzoop profile information accurate. You agree to keep your password confidential, not use others' accounts, nor permit others to use your account. realzoop reserves the right to terminate accounts at its discretion.

Users are required to keep information entered within realzoop accurate and deemed reliable. Users may edit or delete registration information at any time.

Collection of your Personal Information

In order to better provide you with products and services offered on our Site, realzoop may request you complete a profile that includes the collection of personally identifiable information, such as your:

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number
- Brokerage Information
- License information

If you subscribe to realzoop, realzoop will request billing and credit card information. This information is used to complete the purchase transaction and is not stored nor used for any other purposes other than recurring billing. Realzoop utilizes Stripe.com a third party system for all payments.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services available on the Site. These may include: (a) to register for an account on our Site; (b) to sign up for special offers from selected third parties; (c) to send us an email message; (d) to submit your credit card or other payment information when ordering and purchasing products and services on our Site. realzoop may use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Use of your Personal Information

Realzoop collects and uses your personal information to operate its website(s) and deliver the services you have requested.

Realzoop may also use your personally identifiable information to inform you of other products or services available from realzoop and its affiliates

Sharing Information with Third Parties

Realzoop does not sell, rent or lease its customer lists to third parties.

Realzoop may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is transferred to the third party. realzoop may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to realzoop, and they are required to maintain the confidentiality of your information.

Realzoop may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on realzoop or the site; (b) protect and defend the rights or property of realzoop; and/or (c) act under exigent circumstances to protect the personal safety of users of realzoop, or the public.

Automatically Collected Information

Information about your computer hardware and software may be automatically collected by realzoop. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the iRep website.

Links

This website may contain links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Privacy

Realzoop will maintain a record of the name, email and username for each user. Realzoop will keep such records and all information provided by the user for not less than 180 days after the expiration of the validity of the user's account or as required by law. After this the account will be deleted with all information.

Data received by realzooop subscribers is strictly for the intended purpose of establishing the users web based platform. Data received such as name, email, phone, brokerage info, social media access,etc is intended for the sole use of the subscriber and not to be used for another purpose by realzooop and or any of its affiliates. realzooop will not share nor re-distribute any information received from users.

Users may request to cancel services which at the time realzooop will delete the user account and all data provided by that user. A user can delete information at any given time and records will not be stored. In order to delete an account a user can email support@realzooop.com in which the account and data will be deleted the user will receive confirmation.

Disconnecting your REALZOOOP Account from Third Party Websites

You will be able to connect your realzooop account to third party accounts. BY CONNECTING YOUR REALZOOOP ACCOUNT TO YOUR THIRD PARTY ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON THOSE THIRD PARTY SITES). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING PERSONALLY IDENTIFYING INFORMATION, TO BE SHARED IN THIS MANNER, DO NOT USE THIS FEATURE. You may disconnect your account from a third party account at any time. Users may learn how to disconnect their accounts from third-party websites by visiting their "My Account" page. Users may also contact us via email.

Opt-Out & Unsubscribe from Third Party Communications

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from third-party partners of Realzooop by contacting us here:
Email: support@realzooop.com

Trademark

Realzooop, Realzooop logos and other Realzooop trademarks, logos, services, etc. used in connection with Realzooop are registered trademarks in the U.S, or on file to be registered trademarks in the U.S.

Copyright

All materials (including source code, data, images, and other content), including the selection and arrangement of the materials, are owned by Realzooop or are licensed by Realzooop for use in the Realzooop application. All pictures, wording and or links to third party sites are done so at the subscriber level and Realzooop makes no claims nor takes responsibility if any item is used in a way for which it was not designed. User and subscribers take full responsibility for the content and data within their Realzooop site and platform. Users and subscribers agree to hold Realzooop harmless of any consequence of this type of use.

Communication

Realzooop will display an email address, telephone number, or specific identification of another mode of communication by which a user can contact Realzooop or its subscribers to ask questions or get more information about any property displayed. By using the Realzooop site users are consenting to an Realzooop team member or a subscriber communicating via email, telephone or other modes of communication.

Realzooop will send automatic system notices via email and text to parties. In the event the user does not accept text nor email, it is up to the subscriber to notify the party of the content of text and or emails. Realzooop makes no representation or guarantee on the delivery of automated messages.

Security

Realzooop will employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping”, and other unauthorized use of stored information.

Data Restrictions

Except as directed, users may not modify, reproduce or redistribute any information provided by Realzooop and or its subscribers. Realzooop is not responsible for errors in displayed information or delays in displaying and or receiving information. Information received and displayed by Realzooop is information received and processed by other entities, systems, or other data sources with their permission. Realzooop does not edit or change data received.

You grant Realzooop a perpetual, unlimited right to use, reproduce, modify, distribute, and display any data submitted by a user and or subscriber in relation to the property or properties being marketed. You also grant Realzooop and or its subscribers a perpetual unlimited license to use this data as Realzooop sees fit without further consent, notice and/or compensation to you or to any third parties.

Limitation of Liability

ALL USERS, SELLERS, BUYERS, CUSTOMERS AND CONSUMERS AGREE TO INDEMNIFY AND HOLD HARMLESS REALZOOOP, LLC, AND ANY OF ITS MEMBERS, OFFICERS, EMPLOYEES, or SUBSCRIBERS FOR ANY AND ALL DAMAGES THAT MAY ARISE FROM THEIR USE OF THE SERVICES PROVIDED BY ILIST.

REALZOOOP PROVIDES THE SERVICES ON AN “ASIS” AND AS AVAILABLE” BASIS. REALZOOOP DOES NOT CONTROL OR MONITOR USER GENERATED CONTENT FOR ACCURACY. REALZOOOP DOES NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS IN ANYWAY OR MANNER. REALZOOOP AND ITS SUPPLIERS DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY REALZOOOP OR ANYTHING RELATED TO REALZOOOP, YOU MAY DEACTIVATE YOUR REALZOOOP ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THIS AGREEMENT AND SUCH TERMINATION SHALL BE

YOUR SOLE AND EXCLUSIVE REMEDY. REALZOOP IS NOT RESPONSIBLE AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY COMMUNICATION SENT THROUGH ILIST TO ANYONE. REALZOOP DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, REALZOOP DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR INFORMATION BY OTHERS. THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES.

Realzooop is designed to be used by real estate professionals to assist home sellers in the marketing and sale of their home. It is the sole responsibility of the licensed subscriber to ensure full compliance with all local, federal, state and Realtor/ MLS regulations in regard to marketing and compliance. Realzooop makes no representations or warranties to the use of their platform by the licensed subscriber and or agents involved in any/all transactions.

Amendments to This Agreement

We reserve the right to modify, supplement, or replace the terms of this Agreement at any time and for any reason.

Dispute Resolutions

If a dispute arises between Realzooop and the User, then both parties agree to resolve their dispute using an experienced mediator.

For all Questions and or inquiries about service levels please contact Realzooop

support@realzooop.com 800.398.1293 Address: 602 S Broad St, Scottsboro Al 35768

Information from MLS sources and third party providers is deemed reliable but not guaranteed.

Agreements and Disclaimers for MLSs and/or other Data Providers

Following are disclaimers from various data sources used by Waterfront International Realty and the realzooop website.

Greater Alabama MLS

The information is being provided by Greater Alabama Multiple Listing Service, Inc. Information deemed reliable but not guaranteed. Information is provided for consumers' personal, non-commercial use, and may not be used for any purpose other than the identification of potential properties for purchase. Copyright Greater Alabama Multiple Listing Service, Inc. All Rights Reserved.