

Pellego Terms of Service

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Welcome to Pellego.

Pellego is a research tool to help home investing professionals find investment opportunities, find comparable sales for the investment opportunities, and estimate the financials that relate to the investment opportunities, among other features helpful in the home investment process.

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We do not provide information or Services to minors. If You are under 18 You may only use this website with the active involvement of a parent, guardian or other supervising adult.

NOT Investment Advice

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We make no guarantees as to the accuracy, thoroughness or quality of the information on this website, which is provided only on an "AS-IS" and "AS AVAILABLE" basis for use at Your sole risk. This information, in whole or in part, may be provided by third parties, including other users of this Website and/or Services. Some of the information is relevant only in the U.S., and may not be relevant to, or compliant with, the laws, regulations or other legal requirements of other countries. It is Your responsibility to determine whether, how, and to what extent Your intended use of the information and Services will be legally possible and applicable in the areas of the world where You intend to use them. You are advised to verify any information before using it for any personal, financial or business purposes. In addition, the opinions and views expressed in any articles or reference materials on this website are solely those of the author(s) of the articles or materials and do not reflect the opinions of Pellego or its management.

Access to Website and Services

We do not guarantee that access to or use of this Website or any Services will be uninterrupted or error free, and this Website and its Service features may be expanded, limited, modified, or

changed at any time by Pellego to meet the needs of its Users, or for technical or other reasons, without advance notice or reason. Pellego shall have no obligation to notify You of any changes to this Website or its Services. We may also in Our sole discretion, and at any time, for any reason, discontinue providing, temporarily or permanently, any part or the entire Website, without notice. To access some of the content or features of the Website or its Services, Users may need to enhance or update the hardware or software in their computer systems. Pellego assumes no responsibility for any failure to access the Website or any Services, partially or fully, whether due to the User's system, the Internet network or any other cause. Pellego shall not be liable for any feature of this Website or the Services not being accessible or for any unavailability of its Website and Services.

Intellectual Property

The Website and Services contain material protected by copyright, trademarks and other proprietary information, including, but not limited to, audio, video, graphic, photographic and text information, and the entire contents of the Website are protected by copyright, trademark and other intellectual property laws of the United States. Except as expressly provided, nothing in the Terms gives You a right to use the Pellego name or any of Our trademarks, logos, domain names, and other distinctive brand features. Further, You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works or in any way exploit any of the content, in whole or in part, except as expressly provided in Your license to use the content on this Website and the Services. Any violation of these restrictions may result in intellectual property infringement that may subject You to civil and/or criminal penalties. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from a submission of information protected by intellectual property rights in a third party, if such submission is made without express permission of the intellectual property rights holder. Subject to the limited rights expressly granted hereunder, Pellego and its licensors (where applicable) reserve all rights not expressly granted herein including all of the intellectual property rights.

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Content. Further, we will not be liable in any way for damages of any kind resulting out of the misuse of any personal information or data submitted by You to a third party. Please note the information available on third party websites may have certain restrictions on its use or distribution which may differ from these Terms.

Materials & Information Submitted by Users

By posting or submitting any materials or information through the Website or Services, You will be granting Pellego a worldwide fully paid-up non-exclusive license to use that content and allow Your materials to be used, edited and displayed by Pellego for its internal use or on its Website, for marketing purposes. You hereby represent to Us that You own or otherwise have the right to post or submit the content that You send to the Website, that the content is accurate, that use of the content on the Pellego Website does not violate any laws or confidentiality or trade secret obligation and that the materials will not cause injury to any person or entity. For the purposes of this Terms of Service, your "content" includes all materials, feedback, numbers, images, pictures, notes, tags, listing data, location data, sales data, property data, and any other material You submit to Us via this Website. For the purposes of this Terms, Your "information" includes non-identifying personal information (such as the type of browser You use to access the Website, and the duration of Your visit to the Website), interactions You have with the Website, including saving, deleting, or sharing information while using the Services. Pellego shall have the right to use Your name in connection with Your content.

User Responsibilities

You are solely (a) responsible for Your compliance with these Terms, (b) responsible for the accuracy, quality and truthfulness of the information You provide Us, including the means by which You acquired Your information, (c) responsible in using reasonable methods to prevent unauthorized access to or use of the Services and content offered by Us, and notify Us promptly of any such unauthorized access or use, and (d) for Your use of the Website and its Services only in accordance with these Terms and applicable laws and government regulations.

Viruses

Pellego does not guarantee that files and content available for downloading through its Website will be free of infection or viruses or other code that may have contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for integrity, security and accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data.

Password Protected Areas

Some areas of the Pellego site ("Password Protected Areas") are password protected and available only to Users who are registered with Pellego to have an account. Registration requires Users to fully complete the account registration process. Pellego reserves the right to

deny or revoke registration or access to Password Protected Areas for any User. Pellego takes reasonable measures to ensure the security of the Password Protected Areas but it cannot guarantee the absolute security of information or communications in such Password Protected Areas. Users are responsible for maintaining the security of the password they use to access the Pellego site and must notify Us if they believe that the security of their password or account has been breached or subject to unauthorized use. Pellego will not be liable for any loss or liability incurred as a result of an unauthorized person using a User's password without fault on Pellego's part.

Termination Or Restriction Of Access

All interactions with the Website or Our Services must comply with these Terms. Pellego reserves the right, in its sole discretion, to terminate Your access or use to any or all of Website or Service at any time, without notice. The surviving provisions of these Terms will remain in effect even after termination of access.

Prohibited Activity

The following activities are expressly prohibited on this Site. This list is not exhaustive, and We reserve the right to revoke any User's access to the Website or Services, should Your behavior be deemed, in Our sole discretion, to be in violation of these Terms:

- Personal attacks on or abuse of any members, moderators, or administrators of a forum.
- Postings for any malicious, unlawful or fraudulent purpose (including links).
- Posting of personally identifying information about anyone except for Yourself
- Phishing.
- Posting materials containing viruses or other malicious or destructive code.
- Posting of offensive content including profanity, obscenity, racist or pornographic material.
- Posting of any materials that are defamatory or infringe any person's rights.
- Providing purposely false, inaccurate or otherwise fraudulent information in connection with Your account.
- Impersonating another person or otherwise misrepresent Your affiliation with a person or entity, conducting fraud.
- Submitting information protected by copyright, trademark, and trade secret or other proprietary right collectively "intellectual property" or "IP" without the express permission of the owner of such IP.
- Accessing data, accounts, pages or information not authorized for Your access purposefully, such as by logging into another's account.
- Purposefully allowing others to access Your account for any reason.
- Submitting content to the Website that is in violation of applicable laws (including laws pertaining to solicitation and solicitation of minors, rights of privacy, rights of

- publicity, and intellectual property laws) related to the Website or any third party's rights; or
- Using the Website to advertise or solicit for commercial, political, religious purposes or otherwise, including by means of unauthorized hyperlinking to the Website from any other website.

Privacy

Because Pellego respects the privacy of its Users and their personal information, it has established this Privacy Policy. Except as provided in Pellego Privacy Policy for management of the Website and its Services, We do not disclose Your information to a third party without Your consent.

In short, We retain and use the information as necessary to provide use of this Website or Our Services to You. We may use the information about You for promotions, events, or for marketing purposes. For example, We may use information You provide to contact You to further discuss Your interest in the Services. We may use Your information to plan and host certain events, online forums and social networks, send newsletters, and to populate online profiles for attendees of Our events.

We recommend that You exercise caution before voluntarily disclosing information, whether personally identifying or otherwise, to other users, on this Website or publicly accessible or displayable parts of Our Service, or through third-party links or websites. We encourage You to review the privacy statements or policies of third party websites to understand their privacy practices. We are not responsible for the content or privacy practices of third parties or other Users.

This Website may collect personal information from some Users. Your data (including personal data and Your customer data) collected through this Website and its Service may be transferred, stored and processed in the United States or any other country in which Pellego or its service providers maintain facilities. By using the Service, You consent to transfer of personal data outside of Your country. You also agree to obtain sufficient authorization from persons providing personal information to You to transfer that information to Pellego and its agents (if required), and permit their transfer, storage and processing. Your information may include login information such as username, password, email, and other relevant information.

Communications

We appreciate You getting in touch with Us. If We are unable to communicate immediately, We will respond to Your communication in the manner(s) most reasonable to the method of initial contact. When You visit Our Website or send Us email, Our responses to Your communications will be by e-mail. All agreements, notices and legal communications will be responded to via

email, and such correspondence by email will satisfy all legal requirements that they be in writing and delivered to You. Pellego will have the right to disclose any email sent by a User, or any objectionable material, to comply with legal process or to protect the rights or property of Pellego, its customers, suppliers and Users.

Copyright Policy

Pellego respects copyright law and expects its Users to do the same. It is Our policy to terminate in appropriate circumstances the accounts of Users who repeatedly infringe the rights of copyright holders.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You believe in good faith that Content infringes Your copyright, You may send Us a notice requesting that the Content be removed or access to it blocked. Federal law requires that Your notification include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Us to locate the material; (iv) information reasonably sufficient to permit Us to contact You, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The notification must be sent to:

Pellego, Inc.

Attn: Legal Department

505 Broadway E, Suite 202

Seattle, WA 98102

We provide the above contact information for purposes of the DMCA only and reserve the right to respond only to correspondence that is relevant to this purpose.

Beta Services

From time to time, We may invite You to try Beta Services, which may or may not be paid services. You may accept or decline any such Beta Service in Your sole discretion. "Beta

Services” means Pellego services that are not generally available to its customers. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a description of similar import. Beta Services are for evaluation purposes and not for production use and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire on the date that a version of the Beta Services becomes generally available, and any Beta Service prices will also convert to general service prices. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

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The Services offered through this Website contain paid Services. Payments will be taken through a third party credit card processor.

By placing an order on Our Site, You authorize Pellego to charge the card utilized as the payment method to obtain the relevant funds based on Your subscription preferences. You represent and warrant that You have the legal right to use the payment method utilized in connection with any such order or other transactions. You agree that any purchase charge may occur several business days after Your transaction(s) has occurred and after the date shown on Your transaction receipt(s).

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BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS PELLEGO'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnity

If anyone brings a claim against Us arising out of Your use of Pellego and its Services in violation of any applicable law and/or these Terms, You agree to indemnify and hold harmless Pellego, its subsidiaries, affiliates, service providers, and their respective employees, agents, officers, directors, and contractors, from all damages, loss, liability, costs, and expenses of any kind (including reasonable attorneys' fees) relation to such a claim. Pellego does not control or direct the actions of its users on Pellego, and We, without limitation, are not responsible for; i) the content or information Users share or transmit through its Services; ii) the content or information Users may experience on the Site; or iii) the online or offline conduct of Users.

General

Each party represents that it has the legal power to validly enter into and be bound by these Terms. These Terms, and any applicable terms governing the Pellego Website and its Services, constitute the entire agreement between each User and Pellego governing the User's access to and use of the Website and its Services, and supersede all prior agreements regarding its subject matter. Pellego is controlled, owned, and operated in the State of Washington. If you install, access, or use the Website from any other location in the world, You do so at Your own risk and You are responsible for the compliance of Your own jurisdiction's laws and regulations. These Terms shall be governed by the laws of the State of Washington without giving effect to any principles of conflicts of laws. You agree to the non-exclusive jurisdiction of the courts of the King County, Washington. The failure by a User or Pellego to exercise any right or to enforce any provision of these Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the court shall give effect to the intentions reflected in the provision to the degree possible, and the other provisions of the Terms will remain in full force and effect. It is the express will of Pellego and each User that the Terms and any applicable Terms of Service have been prepared in English.

Dispute Resolution Policy

You agree to the following dispute resolution policy in connection with any potential claims or disputes arising from this Agreement or Your use of Pellego.

i) Informal Negotiations: in a dispute between You and Pellego, you will attempt to informally negotiate a potential settlement or resolution to the dispute.

ii) Online Arbitration: in the event that informal negotiations are unsuccessful, You agree to follow the American Arbitration Association's online arbitration procedures to resolve the dispute.

iii) Binding Arbitration: if for any reason online arbitration is unsuccessful or unavailable, You agree to submit to binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, conducted in the State of Washington or such other location mutually agreed to by Pellego and You, provided that the foregoing shall not prevent Pellego from seeking injunctive relief in a court of competent jurisdiction.

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