

Falkon Terms of Use

Updated May 2018

Welcome and thank you for your interest in PropertyIDX and Falkon App (operated by Falkon App, LLC, also known as "Falkon"). By clicking a registration or new account submission button, or by otherwise using Falkon's websites, networks, mobile applications, or other services provided by Falkon (collectively, the "Services"), or accessing any content provided by Falkon through the Services, you agree to be bound by the following terms of use, as updated from time to time ("Terms of Use").

1. Falkon's Role.

FALKON DOES NOT, AND THE SERVICES ARE NOT INTENDED TO, PROVIDE FINANCIAL OR REAL ESTATE ADVICE. FALKON IS NOT A FINANCIAL OR REAL ESTATE BROKER OR LENDER. FOR ADDITIONAL INFORMATION, PLEASE SEE SECTION 8. Falkon's business is primarily funded through advertising and marketing. You understand and agree that the Services may include advertisements, and that these are necessary to support the Services. To help make the advertisements relevant and useful to you, Falkon may serve advertisements based on the information we collect through the Services.

2. Falkon's Brands.

Falkon operates the following brands; any use of any of the Services provided by the following brands is subject to these Terms of Use: (a) [PropertyIDX](#); (b) [Falkon](#); and (c) [RETech](#).

3. Eligibility; Accounts and Registration.

You must be at least 18 years of age to use the Service. By agreeing to these Terms of Use, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with all applicable laws and regulations. To access some features of the Services, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as email address or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. When you register, you may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you are responsible for all actions taken via your account. You may not share your user account(s) with others. Unless you have entered into a commercial agreement with Falkon permitting you to use the Services for transactions on behalf of another person, you may only use the Services for transactions on your own behalf, and not on behalf of any other person.

4. Use of the Services; Restrictions.

A. Use of the Services.

As long as you comply with these Terms of Use, Falkon grants you a non-exclusive, limited, revocable, personal, non-transferable license to use the Services, and to download and use any App (as defined in Section 4(B) below) on your mobile device in object code form, for your personal use. If you are a real estate or mortgage professional acting in your professional capacity, you may additionally use the Services to provide information, to the extent permitted by applicable law, to your clients and to take actions on behalf of your clients ("Pro Use"). If you use the Services for a Pro Use, you represent and warrant that you have obtained all required authorizations and consents from your client. Except as expressly stated herein, these Terms of Use do not provide you with a license to use, reproduce, distribute, display or provide access to any portion of the Services on third-party web sites or otherwise. The Services may include

software for use in connection with the Services. The Services may not be used for transactions in commercial real estate, which includes, without limitation, commercially zoned properties and vacation rentals.

B. Mobile Applications.

To use any mobile application feature of the Services (each, an "App"), you must have a compatible mobile device. Falkon does not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider for using an App. You agree that you are solely responsible for any applicable charges. Falkon may update any app and may automatically electronically update the version of any App that you have installed on a mobile device. You consent to all automatic upgrades, and understand that these Terms of Use will apply to all updated versions of an App. Any third-party open source software included in an App is subject to the applicable open source license and may be available directly from the creator under an open source license. These Terms of Use do not apply to your use of software obtained from a third-party source under an open source license.

C. Use of Content.

Subject to the restrictions set forth in these Terms of Use, you may copy information from the Services only as necessary for your personal use or Pro Use to view, save, print, fax and/or e-mail such information. Notwithstanding the foregoing, the aggregate level data provided on the Falkon Local-Data Page (the "Aggregate Data") may be used for non-personal uses, e.g., real estate market analysis. You may display and distribute derivative works of the Aggregate Data (e.g., within a graph), so long as Falkon is cited as a source on every page where the Aggregate Data is displayed, including "Data Provided by Falkon", "Data provided by PropertyIDX", "Data provided by RE:Tech" or similar language. Such cite may not include a Falkon logo without Falkon's prior written approval or imply any relationship between you and Falkon beyond Falkon being a source of the Aggregate Data.

5. Prohibited Use. BY USING THE SERVICES, YOU AGREE NOT TO:

use information provided by Falkon through the Services in making any loan-related decisions;

reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Services, except as explicitly permitted under these Terms of Use;

provide/post/authorize a link to any of the Services (including but not limited to an agent profile page) from a third-party website that is not a real estate-related website owned or operated by a real estate or lending professional or institution;

remove or modify any copyright or other intellectual property notices that appear in the Services;

use the Services for resale, service bureau, time-sharing or other similar purposes;

use the Services in any way that is unlawful, or harms Falkon, its service providers, suppliers, or any other user;

distribute or post spam, chain letters, pyramid schemes, or similar communications through the Services;

impersonate another person or misrepresent your affiliation with another person or entity;

reproduce, publicly display, or otherwise make accessible on or through any other Web site, application, or service any reviews, ratings, and/or profile information about real estate, lending, or other professionals, underlying images of or information about real estate listings, or other data or content available through the Services, except as explicitly permitted by Falkon for a particular portion of the Services;

upload invalid data, viruses, worms, or other software agents to the Services;

interfere with, or compromise the system integrity or security of the Services, or otherwise bypass any measures Falkon may use to prevent or restrict access to the Services;

conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing "captcha" or similar precautions, and any other automated activity with the purpose of obtaining information from the Services) on the Services;

use any of Falkon's trademarks as part of your screen name or email address on the Services; or

attempt to, or permit or encourage any third party to, do any of the above.

6. Fees.

A. Generally.

You may be required to pay fees to access certain features of the Services. All fees are in U.S. dollars and are non-refundable. If Falkon changes the fees for all or part of the Services, including by adding fees or charges, Falkon will provide you advance notice of those changes. If you do not accept the changes, Falkon may discontinue providing the applicable part of the Services to you. Falkon's authorized third-party payment processor will charge the payment method you specified at the time of purchase. You authorize Falkon to charge all fees as described in these Terms of Use for the Services you select to that payment method. If you pay any fees with a credit card, Falkon may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

B. Subscriptions.

The Services may include features that allow for automatically recurring payments for periodic charges ("Subscription Service"). If you decide to activate a Subscription Service, you authorize Falkon to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The subscription will continue unless and until you cancel your subscription, or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). Falkon may change the subscription fee for any subsequent subscription period but will provide you advance notice of any increase before it applies. You may cancel a Subscription Service by contacting us at: info@propertyidx.com, by contacting your business consultant, or through your settings page for the paid feature.

7. User Materials.

A. UGC Definition; License Grant. Certain portions of the Services may allow users to upload images, photos, video, data, text, and other content ("User Materials").

By uploading User Materials to the Services, you grant Falkon an irrevocable, perpetual, royalty-free worldwide license to: (i) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your User Materials, in connection with the Services, or in any other media; and (ii) sublicense

these rights, to the maximum extent permitted by applicable law. Falkon will not pay you for your User Materials or to exercise any rights related to your User Materials set forth in the preceding sentence. Falkon may remove or modify your User Materials at any time. You are solely responsible for all User Materials made through your user account(s) on the Services or that you otherwise make available through the Services. For all User Materials, you represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Falkon and other users to access and use your User Materials as necessary to exercise the licenses granted by you under these Terms of Use.

B. UGC Disclaimer.

Falkon is under no obligation to edit or control your User Materials or the User Materials of any other User and will not be in any way responsible or liable for any User Materials. Falkon may, however, at any time and without prior notice, screen, remove, edit, or block any User Materials on the Services, including User Materials, that in Falkon's sole judgment violate these Terms of Use or are otherwise objectionable. You understand that when using the Services, you may be exposed to User Materials of other users and acknowledge that User Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Falkon with respect to User Materials. Falkon expressly disclaims any and all liability in connection with User Materials. If notified by a user or content owner that User Materials allegedly do not conform with these Terms of Use, Falkon may investigate the allegation and determine in Falkon's sole discretion whether to remove the User Materials, which Falkon reserves the right to do at any time and without notice. For more information on Falkon's handling of infringing content, please see Section 11 below.

8. 3rd Party/Linked Services/Sent information.

A. Generally.

The Services include links to third-party products, services and Web sites, as well as materials provided by third parties, and may include functionality that allows for the distribution of your User Materials or your personal information (collectively, your "User Information") to third parties not under Falkon's control (each, a "Third-Party Provider"). Third-Party Providers are solely responsible for their services. You are responsible for your use and submission of User Information to any third-party, and your dealings or business conducted with any third party arising in connection with the Services are solely between you and such third party. Your use of third-party sites, services, or products may be subject to associated third-party terms of use and privacy policies or other agreements, which you are solely responsible for complying with. Falkon does not endorse, and takes no responsibility for such products, services, Web sites, and materials, or a Third-Party Provider's use of your User Information. By using a tool that allows for User Information to be transferred, you agree that Falkon may transfer the applicable User Information or other information to the applicable third-parties, which are not under the control of Falkon. If you submit a contact form or otherwise indicate your interest in contacting a Third-Party Provider, you may receive telemarketing calls from the Third-Party Provider using the contact information you provided. Third-Party Providers may keep your contact information and any other information received by the Third-Party Provider in processing a contact or other request form. Falkon is not responsible for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties.

B. Certain Third-Party Services.

(i) Real Estate & Finance Products. If you choose to contact a bank, lender, financial institution, originator, loan broker, or other mortgage professional through the Services by filling out a contact, other request form or otherwise indicating your interest in contacting (or being contacted by) a Third-Party Provider (including requests for rate quotes) on the Services, you authorize

Falkon (and, in the event that the Third-Party Provider is a bank, real estate broker, real estate agent, landlord, real estate developer, real estate manager, lender, financial institution, originator, loan broker, or mortgage professional, each a “real estate professional”, you authorize Falkon) to provide the information you submit to the Third-Party Provider. If you include your name, contact information and other information in a request, your identity will no longer be anonymous to the Third-Party Provider. Your submission of information and any request for quotes, property information, or general inquiry through the Services is not an application for credit or offer. Falkon is only providing an administrative service to consumers and participating Lenders. Decisions regarding Real Estate Professionals contacting consumers or visa versa are made by users and subscribers of Falkon and not Falkon. These non-binding inquiries are not intended to be official offer as defined in the Real Estate Settlement Procedures Act.

C. Additional Terms for Third Party Services. Certain aspects of the Services include third-party tools that are subject to additional third-party terms, including, but not limited to, the following:

(i) Windows Live Virtual Earth. Windows Live Virtual Earth imagery is supplied by Microsoft Corporation, and use is subject to the Microsoft MapPoint Terms of Use available at <http://www.microsoft.com/maps/assets/docs/terms.aspx>.

(ii) Google Maps. Some of the Services implement the Google Maps web mapping service. Your use of Google Maps is subject to Google's terms of use, available at http://www.google.com/intl/en_us/help/terms_maps.html, and Google’s Privacy Policy, available at <https://www.google.com/intl/ALL/policies/privacy/index.html>.

(iii) Stripe. Some of the Services allow you to use Stripe Connect to make payments to other users, and may include additional processing or application fees detailed when you choose to connect to Stripe. Your use of Stripe is subject to the Stripe Connected Account Agreement, available at <https://stripe.com/us/connect-account/legal>. Additionally, by using Stripe, you agree not to use Stripe (and the Services generally) for any Prohibited Business purposes, as listed at <https://stripe.com/us/prohibited-businesses>.

9. Intellectual Property.

The Services are owned and operated by Falkon. The user interfaces, design, information, data, code, products, software, graphics, and all other elements of the Services (“Falkon Materials”) provided by Falkon are protected by intellectual property and other laws and are the property of Falkon or Falkon’s third-party licensors. Except as expressly allowed by these Terms of Use, you may not make use of the Falkon Materials, and Falkon reserves all rights to the Falkon Materials and Services not granted expressly in these Terms of Use.

Intellectual Property Notices:

10. Feedback.

If you choose to provide input and suggestions regarding the Services, including related to any Falkon Materials (“Feedback”), then you hereby grant Falkon an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback in any manner and for any purpose, including the improve the Services or create other products and services.

11. DMCA; Claims of Copyright Infringement. Falkon respects the intellectual property rights of others, and asks that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify Falkon in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

a. Identification of the copyrighted work that you claim has been infringed;

- b. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By e-mail:
info@propertyidx.com

If you give notice of copyright infringement by e-mail, we may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

12. Termination/Changes to Agreement.

Except as stated in separate product-specific agreements, you may terminate your account at any time by contacting info@propertyidx.com. If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services. If you violate any provision of these Terms of Use, your permission from Falkon to use the Services will terminate automatically. In addition, Falkon may in its sole discretion terminate your account on the Services or suspend or terminate your access to the Services at any time for any reason, with or without notice. Falkon may alter, suspend or discontinue the Services or any portion of the Services without notice. Falkon will not be liable whatsoever for any change to the Services or any suspension or termination of your access to or use of the Services. Falkon reserves the right to change these Terms of Use at any time in its sole discretion on a going-forward basis. We will make commercially reasonable efforts to notify you of any material changes to these Terms of Use. Your continued use of the Services after updates are effective will represent your agreement to the revised version of these Terms of Use. Your continued use of the Services after the effectiveness of such changes will constitute acceptance of and agreement to any such changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. You are responsible for regularly reviewing these Terms of Use.

13. Privacy Policy/Other Terms.

A. Privacy Policy.

Falkon will collect, use, store, and disclose personal information in accordance with its Privacy Policy. Please consult the Privacy Policy for more information, which is incorporated into, and made a part of, these Terms of Use.

B. Other Terms.

Your use of the Services is subject to all additional guidelines, rules, and agreements applicable to the Services or certain features of the Services that we may post on, or link to, from the Services, such as rules applicable to a particular product or content available through the Services, including, without limitation. If you are a Real Estate Professional and participate in any Services offered by Falkon you are also subject to the Falkon Terms of Use.

14. Indemnification.

You agree to indemnify, defend, and hold harmless Falkon, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Services; (b) your breach of these Terms of Use; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any User Materials you upload to, or otherwise make available through, the Services; (f) your willful misconduct; and (g) any other party's access to and/or use of the Services using your account and password. Falkon reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with Falkon's defense of that claim.

15. No Warranties.

FALKON PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FALKON AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. FALKON AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES OR ANY MATERIALS AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY FALKON ENTITY OR THE SERVICES THAT IS NOT EXPRESSIVELY STATED IN THESE TERMS OF USE. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES, YOUR DEALING WITH ANY OTHER USER, AND ANY MATERIALS, INCLUDING ALL USER AND FALKON MATERIALS, AVAILABLE THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINMENT OF MATERIALS THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, ARE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF THOSE MATERIALS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OR WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

16. Limitation of Liability/Exclusive Remedy.

IN NO EVENT WILL FALKON OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OF USE OR YOUR USE OR ACCESS, OR INABILITY TO USE OR ACCESS, THE SERVICES OR ANY MATERIALS ON THE SERVICES, WHETHER BASED ON (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF FALKON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FALKON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (E) ERRORS, MISTAKES, OR INACCURACIES OF MATERIALS; (F) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (G) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL

PERSONAL INFORMATION STORED THEREIN; (H) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (I) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (J) ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (K) USER MATERIALS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. THE AGGREGATE LIABILITY OF FALKON ANY OF ITS AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS OF USE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (L) THE AMOUNT YOU HAVE PAID TO FALKON FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIMS; AND (B) \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

17. Choice of Law; Disputes.

These Terms of Use are governed by the laws of the State of New York, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in Kings County, New York for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use. Falkon operates the Services from its offices in New York, and we make no representation that the Services are appropriate or available for use in other locations.

18. General.

You agree not to export from anywhere any part of the Services provided to you, or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. All Services used by the U.S. Government are provided with the commercial license rights described herein. These Terms of Use may only be amended by a written agreement signed by authorized representatives of the parties to these Terms of Use. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect. The section titles in these Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Falkon may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or assign, transfer or sublicense your rights, if any, in the Services. Falkon's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Terms of Use, and all expressly incorporated terms and agreements, constitute the entire agreement between you and Falkon with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Falkon with respect to the Services.

19. Consent to Electronic Communications.

By using the Services, you consent to receiving certain electronic communications from Falkon as further described in the Privacy Policy. Please read the Privacy Policy to learn more about Falkon's electronic communications practices. You agree that any notices, agreements,

disclosures, or other communications that Falkon sends to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

20. Notice to California Residents.

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

21. Contact Information and License Disclosures.

The Services are offered by Falkon App, LLC. You may contact Falkon by sending emailing correspondence info@propertyidx.com.

22. Notice to Apple Users.

If you are using our mobile applications on an iOS device, the terms of this Section 22 apply. You acknowledge that these Terms of Use are between you and Falkon only, not with Apple, and Apple is not responsible for the Services or related Materials. Apple has no obligation to furnish any maintenance or support services with respect to the Services. If the Services fail to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Services. Apple is not responsible for addressing any claim by you or any third party relating to the Services or your possession or use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third-party claim that the Services or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third party beneficiaries of Section 22 of these Terms of Use, and upon your acceptance of these Terms or Use, Apple will have the right (and will be deemed to have accepted the right) to enforce this Section 22 of these Terms of Use against you. You hereby represent and warrant that: (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.