

TERMS AND CONDITIONS OF USE

Welcome to BulkREOnetwork.com (the “Site”), an online, bulk real estate marketplace owned and operated by Skyline Realty Group LLC (“SRG”). Please read the following Terms and Conditions of Use, which constitutes a license that covers your use of the Site, and any transactions that you engage in through the Site (hereinafter the “Agreement”). Please read the Terms and Conditions of Use before using this Site so that you are fully aware of your legal obligations. If you do not wish to be bound by the Terms and Conditions of Use, PLEASE DO NOT USE THIS SITE.

By accessing, viewing, or using this Site, which includes any applications or other functionality contained in or offered through the Site, (i) you acknowledge that you have read, understand, and agree with the Terms and Conditions of Use, and (ii) you signify your irrevocable acceptance of the Terms and Conditions of Use.

1. General Terms and Conditions:

All users of the Site (“User”) hereby agree to the following terms and conditions:

- a. All properties registered on the Site shall be located in the state(s) in which the agent registering the property is actively licensed.
- b. User hereby acknowledges and agrees that the Site is a listing vehicle only, and that no agency relationship is created between SRG and User, unless such a relationship is created by a separate contract.
- c. User acknowledges and agrees that SRG does not provide any warranty or guarantee, express or implied, as to its ability to obtain (i) an offer (at any price) for any property registered on the Site, (ii) a seller or agent response to an offer, or (iii) the acceptance of an offer to purchase.
- d. User hereby acknowledges and agrees that SRG reserves the right, in its sole and absolute discretion, to reject, eliminate, or restrict any User from using the services offered by the Site.
- e. User hereby acknowledges and agrees that SRG reserves the right, in its sole and absolute discretion, to reject, eliminate, or restrict any property from registration on the Site.
- f. Upon the expiration of an applicable listing agreement, or the closing of a property sale, User will promptly remove, or cause the prompt removal of, the property from the Site.
- g. Use of the Site constitutes User’s representation and warranty that User has (i) explicit authorization to register properties on the Site, submit and receive offers to purchase properties via the Site, and to engage such other services as may be offered from the Site from time to time; and (ii) to be bound by the terms and conditions set forth herein and therein.

2. Standards of Conduct

User agrees to conduct itself with honesty and integrity as all times on the Site. If it is determined or suspected by SRG that (i) User has conducted itself in a manner inconsistent with the requirements of this provision, (ii) User has committed or engaged in fraud or fraudulent activities relating to transactions on the Site, or (iii) User's representations, warranties or promises are inaccurate or in breach, SRG may revoke any and all existing privileges extended to User on the Site, including removal of currently registered properties from the Site. User hereby agrees that SRG may terminate or suspend User from the Site without recourse under the terms of this Agreement. User further agrees that its sole recourse for such suspension or termination is for User to stop using the Site.

3. User Eligibility

The services offered on the Site are available only to individuals who can form legally binding contracts under applicable law. The services provided on the Site are not available to minors or to previously suspended Users of the Site. If User registers as a business entity, User represents and warrants that User has the requisite authority to form legally binding contracts under applicable law.

4. Use of Site

The information and services offered on the Site do not constitute real estate, legal, tax, accounting or other professional advice or service. BY USING THE SITE, USER IRREVOCABLY ACKNOWLEDGES AND AGREES THAT THE SITE IS A TECHNOLOGICAL TOOL THAT USER MAY USE TO CONDUCT REAL ESTATE TRANSACTIONS. SRG IS NOT A PARTY TO, AND IS NOT INVOLVED IN, THE ACTUAL TRANSACTION(S) BETWEEN BUYERS, AGENTS, BROKERS, LENDERS, SELLERS AND/OR ANY OTHER PARTY. SRG IS NOT THE AGENT OF, NOR HAS ANY AUTHORITY TO ACT ON BEHALF OF, ANY OF THE AFOREMENTIONED PARTIES, OR ANY OTHER THIRD PARTY, FOR ANY PURPOSE WHATSOEVER. AT NO TIME AND IN NO EVENT SHALL SRG BECOME INVOLVED IN ANY DISPUTE OR TRANSACTION BETWEEN THE AFOREMENTIONED PARTIES OR HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH.

The Site constitutes the proprietary, copyrighted work of SRG. Access to and use of the Site is expressly governed by the Terms and Conditions of Use. User may not decompile, reverse engineer or otherwise attempt to discover the source code of any element of the Site. User agrees not to take any action to jeopardize, limit or interfere with SRG's ownership of, and rights with respect to, the Site, and its content. User also agrees not to implement or otherwise use automation tools to connect to, modify, or monitor the Site contents. SRG reserves the right to take any legal action it deems appropriate (in its sole discretion) if it reasonably believes User has violated this provision, including, but not limited to, refusing User access to the Site and/or termination of User's property registration.

5. Site Content and Ownership

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6. Trademarks

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7. Disclaimer of Warranties

The "Materials" may contain errors, omissions, inaccuracies, or outdated information. Further, SRG does not warrant reliability of any statement or other information displayed or distributed through the Site. SRG reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site. SRG may make any other changes to the Site, the Materials, and the products, programs, services, or prices (if any) described in the Site, at any time without notice.

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8. Limitation of Liabilities

USER AGREES THAT SRG AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF, OR RESULTING FROM USER'S USE OF THE SITE, OR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THE SITE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL SRG OR ANY OF ITS PROVIDERS BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING,

WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THIS SITE, (II) USER USE OF OR INABILITY TO USE THE SITE GENERALLY, OR (III) OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SRG OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. Indemnity

User agrees to indemnify and hold harmless SRG, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them, from and against any and all claims and expenses, including reasonable attorney fees arising out of, or related in any way to, User's (or any third party using User's account), (i) access to or use of the Site, (ii) violation of this Agreement, (iii) violation of any law or regulation, and/or (iv) violation or infringement of any proprietary, intellectual, or privacy right, or other right of any person or entity. SRG reserves the right, at User's expense, to assume the exclusive defense and control of any matter for which User is required to indemnify SRG.

10. Governing Law and Jurisdiction

The Site is operated and controlled from the offices of SRG located within the State of Michigan (USA). It is not intended for use by any person or entity outside of the United States. By accessing and using the services offered by the Site, User agrees that all matters relating to its use of the Site will be governed by Michigan law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to its conflict of law rules. Any legal proceeding arising out or relating to the terms and conditions set forth herein, or relating to the services provided on the Site, shall be subject to the exclusive jurisdiction of any state or federal court sitting in Detroit, Michigan, and User irrevocably consents to the exclusive jurisdiction of such courts.

11. Modification of Terms and Condition of Service

SRG reserves all rights not expressly granted herein. SRG may, in its sole discretion, modify the Terms and Conditions of Use at any time by posting the revised terms and conditions on the Site. Any such modifications will become effective on the date they are first posted to this Site. User is responsible for reviewing the current Terms and Conditions every time User visits the Site. SRG does not and will not assume any obligation to notify User of changes to this Agreement. User's continued use of the Site shall constitute User's irrevocable acceptance of such revised Terms and Conditions of Use.

12. Term and Termination

Without limiting its other remedies, SRG may immediately discontinue, suspend, terminate, or block User's access to the Site at any time, in its sole and unfettered discretion.

13. Hyperlink Disclaimers

As a convenience to you, we may provide on this Site links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave this Site. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by SRG. The content, accuracy, opinions expressed and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by SRG. SRG does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by SRG. Links do not imply that SRG or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol owned by SRG, or any of its affiliates or subsidiaries. Except for links to information authored by SRG, SRG is neither responsible for, nor will it be liable under any theory, based on (i) any Linked Site; (ii) any information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. SRG reserves the right to discontinue any Linked Site at any time without prior notice. Please contact the webmasters of any Linked Sites concerning any information, goods, and/or services appearing on them.

14. Electronic Communications and Electronic Signatures

User agrees to be bound by any affirmation, assent, or agreement User transmits through the Site, including but not limited to, any consent User gives to receive communications from SRG, the Site (or any other User) solely through electronic transmission. User further agrees that when User clicks on an "I agree," "I consent," or other similarly worded "button" or entry field with User's mouse, keystroke, or other computer device, User's agreement or consent will be legally binding and enforceable and the legal equivalent of User's handwritten signature.

15. Entire Agreement

This Agreement constitutes the entire agreement between SRG and User with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between User and SRG with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on, or relating to, this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

16. Waiver

The failure of SRG at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in a writing signed by SRG.

17. Incorporation By Reference

The Privacy Policy set forth in this Site is hereby incorporated by reference, and made a part hereof.

Press "I Agree" to express your acceptance of the Terms and Conditions of Use, and to continue.