

# REALAX Terms of Use

*Last Revised October 18, 2016*

Thank you for visiting [www.irealax.com](http://www.irealax.com) (the "Website"). These Terms of Use (these "Terms" or "TOU"), together with our Privacy Policy, constitute a legally binding agreement between REALAX, LLC ("REALAX", "we" or "us") and visitors to the REALAX Website ("you" or "your") and set forth the terms and conditions that apply to your use of the Website and the REALAX Services (the "Services"). By using this Website, you acknowledge that you have read and understood these Terms and agree to comply with all of the terms and conditions set forth herein.

THIS TERMS OF USE CONTAINS IMPORTANT TERMS THAT MAY AFFECT YOUR RIGHTS, INCLUDING A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU ARE ENCOURAGED TO READ THIS ENTIRE TERMS OF USE CAREFULLY BEFORE PROCEEDING.

If you do not wish to be bound by these Terms or the Privacy Policy, you must leave the Website immediately. Your further use of the Website and/or Services will be considered as acceptance of these Terms and the Privacy Policy.

Use of this Website is intended for individuals over the age of majority. If you are not at least eighteen (18) years of age, or if you are not of the age of majority in your jurisdiction, you cannot use this Website and must leave immediately.

These Terms do not apply to your use of unaffiliated websites of any other companies, organizations or individuals or to which this Website links ("Other Sites").

## **1. Acceptance of Terms.**

By accessing or viewing the Site, you: a) acknowledge you have read and understood this Agreement; b) agree to be bound by this Agreement, c) represent you are authorized to enter into this Agreement; and d) acknowledge that this Agreement constitutes a binding contract between you and REALAX.

## **2. License; Restrictions**

Subject to these Terms, REALAX grants you a revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Website, any text, data, images, graphics, designs, audio, video or other content on the Website (the "Content") and the Services only as authorized in these Terms. You understand you are prohibited from:

- modifying, translating, decompiling, create derivative work(s) of, copying, selling, distributing, disassembling, transmitting, or publishing this Website, the Services, Content, or any other materials made available through this Website;
- uploading or distributing via the Website any viruses, Trojan horses, worms, bots, spiders, scrapers or any other malicious software, program, script, algorithm, methodology, or similar process;
- using the Site or Services to send spam, junk mail or other unwanted, harassing or solicitous communications;
- sending, publishing, displaying or using any Content or other material made available through this Website and/or Services in any manner that may infringe the proprietary or other rights of REALAX or any third-party;

- using the Website and/or Services to advertise to buy or sell any good or service; and/or
- using the Website and/or Services for any unlawful, obscene, defamatory, threatening, harassing, abusive or otherwise objectionable purpose.

REALAX reserves the right to terminate or discontinue your use of the Website, Content or Services at any time for any reason, or no reason, without prior notice to you.

### **3. Intellectual Property**

All Content and other materials contained on the Website and in the Services are protected by copyright, trademark, patent, trade secret and other intellectual property laws and shall at all times remain the exclusive property of REALAX and its licensors. You acknowledge you only receive a license to use the Website and Services and do not acquire any interest therein.

REALAX and other trademarks and/or service marks, including without limitation all logos, branding and designs found on the Website and in the Services are trademarks/service marks that identify REALAX and the goods and/or services provided by REALAX. Such marks may not be used under any circumstances without the prior written authorization of REALAX. You are prohibited from removing or modifying any copyright, trademark, or other proprietary notice from the Website or Services. You shall not attempt to reproduce, decompile or reverse engineer the Website or Services or otherwise develop a product or service substantially similar to or competitive with any of the Website or Services

### **4. Links to Third-Party Website**

REALAX may provide hyperlinks or widgets that direct to Other Sites as a convenience to users of the Website. REALAX does not control the Other Sites and is not responsible for the contents of any webpage to which the Website directs or links, or the use thereof. REALAX does not endorse, recommend or approve any Other Site hyperlinked from the Website. It is your responsibility to review the terms and conditions for any Other Sites linked from the REALAX Website and to comply with such terms. Use of any Other Sites linked from the REALAX Website is at your sole risk.

### **5. User Warranties and Representations**

By providing any information to us, you grant us a perpetual irrevocable license to use, reproduce, display transfer or sublicense such information. You warrant that any information you submit to us will be accurate, current and complete and you represent that you hold all proprietary or other rights to such information.

By using the Website, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Website. You understand that use of this Website, the Services and/or any Content is solely at your own risk.

### **6. Payment**

You agree to pay all fees to REALAX when due and payable. You are responsible for paying your own taxes. By providing REALAX with any financial account information, you warrant to REALAX you are the account holder and are authorized to enter into such transaction. You authorize REALAX to use your payment information in accordance with REALAX's Privacy Policy, including without limitation providing such payment information to third-party payment processors for the purpose of conducting such transactions. You understand it is your responsibility to update its payment information as necessary. Late or cancelled payments may result in additional fees.

## **7. No Representations or Warranties**

The information and materials provided on the Website may be sourced from third parties and could include technical inaccuracies or typographical errors. REALAX makes no warranties regarding the availability, accuracy, authenticity or completeness of the Website, Services, Content, or any other materials made available through the Website. It is your responsibility to verify any information provided on the Website.

We may make changes to the Website, Content and/or Services at any time without prior notice to you. You acknowledge such changes may affect your ability to access or use the Website, Content and/or Services. REALAX disclaims any warranties that the Website or its Content will meet your requirements, or that any electronic transmission thereof will operate in an error free manner, or that it will be accessible or useable on any hardware configuration or in any operating environment. You acknowledge and agree that from time to time the Website may be inaccessible or inoperable for any reason including, but not limited to periodic maintenance or repair, equipment malfunction, or causes beyond our reasonable control.

Due to the open communicative nature of the Internet, we cannot guarantee that any information you send us will be free from unauthorized access by third parties. REALAX disclaims any warranties regarding the security or confidentiality of any information you may submit to us.

REALAX MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY CONTENT, THE WEBSITE AND/OR SERVICES, ALL OF WHICH IS PROVIDED ON A STRICTLY "AS IS" "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND AND REALAX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE CONTENT, WEBSITE AND/OR SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## **8. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL REALAX, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS OR PROVIDERS BE LIABLE UNDER ANY THEORY OF RECOVERY, AT LAW OR IN EQUITY, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER FORM OF DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, OR GOODWILL ARISING OUT OF THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION YOUR RELIANCE ON ANY INFORMATION OR CONTENT OBTAINED THROUGH USE OF THE WEBSITE AND/OR SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION OR CONTENT, INTERRUPTIONS IN TELECOMMUNICATION OR INTERNET CONNECTION TO THE WEBSITE OR SERVICES, VIRUSES OR FAILURES OF PERFORMANCE, WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATION OR INTERNET FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THIS SITE OR RELATED INFORMATION, RECORDS OR PROGRAMS, EVEN IF REALAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL REALAX'S TOTAL LIABILITY TO YOU EXCEED THE ACTUAL AMOUNTS PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **9. Indemnification**

You agree to protect, defend, indemnify and hold harmless REALAX and its officers, directors, shareholders, employees, agents, affiliates, licensors and providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) arising out of: (a) your violation of these Terms or other policy of REALAX (b) your violation of any applicable law, rule or regulation, or (c) your infringement of any third-party proprietary or other right in connection with the Website, Services or Content. This indemnification obligation shall survive any termination or expiration of these Terms or your use of the Website.

#### **10. Fair Credit Reporting Act (FCRA)**

To obtain a copy of your consumer file, or to read more about your rights under the FCRA, click [here](#).

#### **11. No Professional Advice**

The Content, Website and Services are provided for informational purposes only. Nothing contained in the Content, Website and/or Services should be construed or interpreted as legal, tax, accounting, or employment advice.

#### **12. Termination**

REALAX may discontinue the Website at any time and may block, restrict, or suspend your access to or use of the Content, Website and/or Services at any time, in its sole discretion. You agree that REALAX shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Content, Website and/or Services.

#### **13. Modifications**

REALAX reserves the right to modify the Website, Services or these Terms of Use at any time without notice or obligation to you. It is your responsibility to regularly review this Agreement for any modifications. Your access to or use of the Website and/or Services after any modification to these Terms shall constitute your acceptance of such modification.

#### **14. Jurisdiction; Class Action Waiver**

We operate and control our Website from our offices in the United States of America. We do not represent that materials on this Website are appropriate for use in other locations. Persons who access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

These Terms shall be governed by California law without giving effect to any choice or conflict of law provision or rule. The exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to this Agreement shall be the United States District Court for the Southern District of California or in another court of competent jurisdiction located within the County of San Diego, State of California, USA. Each party submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts.

WHERE APPLICABLE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY USING THE CONTENT, WEBSITE AND/OR SERVICES YOU WAIVE YOUR RIGHT TO ANY FORM OF CLASS ACTION LAWSUIT AND AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION AGAINST REALAX OR ITS PROVIDERS ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE WEBSITE OR SERVICES

WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**15. Electronic Signature**

You acknowledge and understand that the affirmative act of using the Website and clicking to accept these Terms constitutes your electronic signature to these Terms of Use. You acknowledge other legal documents available through the Website and/or Services may be executed electronically and you consent to providing said electronic signature and agree to be bound by the terms and conditions of such documents.

**16. Privacy Policy**

The REALAX Privacy Policy governs our use of your information. You can read it here.

**17. Miscellaneous**

If any of these Terms of Use are found to be unlawful, void, or for any reason unenforceable, that provision will be considered severed from the remaining provisions and will not affect the validity or enforceability of the remaining provisions of these Terms.

REALAX may assign its rights and obligations under these Terms to any party at any time without prior notice to you. You shall not assign your rights and/or obligations under these Terms without the prior written consent of REALAX, which may be withheld in REALAX's sole discretion.

These Terms of Use and the Privacy Policy constitute the entire Agreement between you and us governing your access to, dealings with, and use of this Website.

Any failure by REALAX to assert any rights it may have under these Terms does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity.

**18. Contact Us**

You can contact us at REALAX with any questions relating to these Terms of Use:

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P.O. Box 500810  
San Diego, CA 92150