

**PHB REALTY COMPANY LLC DBA KANSAS CITY HOMES**  
**TERMS OF USE**

Last update: December 10, 2018

**Who we are**

PHB Realty Company, LLC dba Kansas City Homes is a Kansas limited liability company (“Kansas City Homes,” “we,” “our,” or “us”). Kansas City Homes owns, operates, and/or maintains [www.kansascityhomes.com](http://www.kansascityhomes.com), the Kansas City Homes Mobile Application, and other websites or mobile applications, on which this notice appears or is linked (the “Sites”), together with the services provided through the Sites (collectively, the “Services”).

By accessing the Sites, you indicate your agreement to be bound by these Terms, as described more fully below. If you do not agree with these Terms, **then do not access our Sites or use any of our Services.** Users of the Sites and Services must be the age of majority in the State where they live and any access or use by anyone under 13 years old is not authorized.

These Terms serve as the agreement between you and Kansas City Homes regarding your use of our Sites and the Services and cover the following items:

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- 2. Services not subject to these Terms**
- 3. Use of the Sites and Services**
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### **1. Your acceptance of these Terms**

Please read these Terms carefully. By accessing the Sites and/or using our Services, you agree to these Terms and our [Privacy Policy](#) and our [DCMA Policy](#). If you do not agree to these Terms, do not use our Services. Your continued use of the Sites or Services following the posting of changes to these Terms will be considered your acceptance of those changes.

### **2. Services not subject to these Terms**

You may decide to list your home for sale with a Kansas City Homes real estate agent, or buy a home with a Kansas City Homes real estate agent, which requires a separate agreement between you and that Kansas City Homes real estate agent and is not governed by these Terms.

### **3. Use of the Sites and Services**

#### **(a) License to use the Sites**

During the term of these Terms, Kansas City Homes grants to you a limited, non-sublicensable license to access and use the Services in accordance with these Terms for your personal, bona fide interest in the purchase, sale, or lease of residential real estate. This is the grant of a license, not a transfer of title, and under this license you must not: (1) modify, copy, or republish the materials from the Sites; (2) sell, rent, or sublicense materials from the Sites; (3) attempt to decompile or reverse engineer any software contained on our Sites; (4) remove any copyright or other proprietary notations from the materials; or (5) transfer the materials to another person or "mirror" the materials on any other server. You may view, download for caching purposes only, and print pages from the Site, subject to the restrictions set out below and elsewhere in these Terms.

Kansas City Homes owns all the intellectual property rights in the Sites and material on the Sites, unless otherwise stated in these Terms or noted on our Sites. Subject to the license described herein, all intellectual property rights are reserved. This license shall automatically terminate if you violate these Terms, and may be terminated by Kansas City Homes at any time

for any reason. Upon the termination of this license, you must destroy any materials obtained from our Sites in your possession whether in electronic (via download or otherwise) or printed format.

### **(b) Acceptable and unacceptable conduct on the Sites**

You agree to use the Sites and Services in an appropriate, lawful manner and according to the Terms, and according to any community guidelines that we may publish, post, or provide to you.

You expressly agree that you will **not** use the Sites or Services: (1) for any purposes that violates any local, state, federal, or international law or regulation, including infringement of any intellectual property rights or privacy rights for any unlawful purpose; (2) to engage in any conduct, including posting, storing, sending, or otherwise transmitting information, data, or material that is libelous, obscene, threatening, harassing or defamatory or which infringes the intellectual property rights of any person, or which in any way encourages conduct that would be unlawful or inappropriate; (3) in connection with any unsolicited bulk or commercial messages (commonly known as "spam"), any advertising or other form of communication that violates these Terms or any law or regulation, or in any manner that would disrupt in any way any Internet site or services; (4) to initiate or perpetuate any illegal scheme (such as a pyramid scheme); (5) to harvest (or engage in any type of systematic retrieval of) e-mail addresses or other identifiers or information or collect e-mail addresses; (5) to impersonate any person or entity, falsify any sender address, forge anyone's identity or perform any other fraudulent activity (such as "phishing"); (6) to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Sites or the Services; (7) use our Sites or Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; (8) to interfere with, or attempt to interfere with, any person's ability to use the Services offered on the Sites; (9) to transmit or otherwise make available through the Sites any computer code, file, program or other element (including any virus, worm, or other harmful malware of any nature) that would interrupt, destroy, interfere with or otherwise cause any other effect that might reasonably be considered undesirable; (10) to attempt to (or actually) circumvent the Sites' security or any means to control access to the Services.

You may not frame the content or any portion of the Sites unless you first obtain Kansas City Homes' express prior written consent in each case. You may not use metatags or any other "hidden text" that incorporates Kansas City Homes Trademarks (defined below) or marks confusingly similar to Kansas City Homes Trademarks without our prior written consent.

### **(c) Kansas City Homes Content**

All content on, or provided, through the Sites, or in connection with the Services, including, but not limited to text, images, illustrations, video, graphics, content, and materials ("Kansas City Homes Content") is the exclusive property of Kansas City Homes and its licensors. The Kansas City Homes Content is protected by copyrights, trademarks or service marks, and other intellectual property rights or proprietary rights, which are owned and controlled by Kansas City Homes and its licensors. Except as provided in the Terms, Kansas City Homes Content may not

be copied, reproduced, republished, uploaded, posted, transmitted, distributed, redistributed, modified, decompiled, or exploited in any way, without proper permission from Kansas City Homes or its licensor. Without notice, and in our sole discretion, we may revoke your permission to access and use the Sites or Services, block your access to the Sites or Services.

"Kansas City Homes" and other names, trademarks, service marks, and indicia of source ("Kansas City Homes Trademarks") are owned by Kansas City Homes. You may not use the Kansas City Homes Trademarks in connection with any products or services, in any manner likely to cause confusion about the source of any product or service, in any manner that implies that Kansas City Homes endorses a product or service, or that disparages or discredits Kansas City Homes.

#### **4. Registered user accounts**

You may choose to become a registered user of the Services to access certain features only available to registered users. You may terminate your registered user account at any time. Please review the [Kansas City Homes Privacy Policy](#) to understand how your information, including personally identifiable information, is collected, used, and protected. In order to access a registered user account you will need to validate your email and agree to these Terms.

By registering on our Sites, you are confirming that (1) you are at least 18 years old; (2) you consent to Kansas City Homes' use of your registered user information as described in the [Kansas City Homes Privacy Policy](#) and these Terms; and (3) you have the right and authority to agree to these Terms. Additionally, you are agreeing to provide Kansas City Homes with true, accurate, and current information about yourself via your registered user account. You agree to only use your registered user account in accordance with these Terms.

You are responsible for the security of your password, and you are responsible for the activities that occur on the Sites under your registered user account. You agree to timely notify us in the event of any security or data breach related to your account. Kansas City Homes may require you to reset or renew your password based in our internal security procedures, industry best practices, and licensor rules.

#### **5. Communications with registered users**

By registering on our Sites, you are providing Kansas City Homes and its real estate agents with express written consent to communicate with you via email, telephone, mailings, and text messages at the contact information that you provide to us as part of your account registration. Kansas City Homes or its real estate agents may communicate with you for a variety of reasons, which are detailed in our [Kansas City Homes Privacy Policy](#).

Kansas City Homes may also use a variety of technologies and systems to communicate with you, including automated systems such as automatic telephone dialers, text message systems, and automated email communication platforms. You may opt out of receiving communications from us at any time by contacting us at [webmaster@kansascityhomes.com](mailto:webmaster@kansascityhomes.com).

#### **6. User generated content**

As part of our Services, you may provide to us comments, reviews, feedback, or other content ("User Generated Content"). All User Generated Content must comply with these Terms. You grant to Kansas City Homes a perpetual, irrevocable, unlimited, royalty-free worldwide license to use, copy, distribute, display, transmit, publicly perform, reproduce, edit, modify, and prepare derivative works of any User Generated Content you submit.

Except as described herein, Kansas City Homes has no specific obligations to use, store, or display any User Generated Content. Kansas City Homes is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the User Generated Content. The foregoing notwithstanding, Kansas City Homes may take any steps necessary in its judgment, including deleting the User Generated Content or portions thereof, to avoid or remedy any violation of law, breach of these Terms, or infringement of intellectual property right or other proprietary rights.

## **7. Links to third-party websites, content, advertisements**

The Services may contain links to websites or other digital properties controlled by third parties, content generated by a third party, or advertisements for a third party ("Third-Party Property"). Kansas City Homes is not responsible for any Third-Party Property or its content, activities, or privacy practices. Any information you share or actions you take on a Third-Party Property is governed by the Third-Party Property's own policies. The inclusion of a Third-Party Property does not indicate or imply Kansas City Homes endorsement or approval of any particular Third-Party Property, or any organization, activity, content, product, or service associated with the Third-Party Property. Kansas City Homes makes no representation or warranty whatsoever about the nature of a Third-Party Property, products, or services. Further, Kansas City Homes is not responsible for any loss or damages incurred by you on any Third-Party Property.

## **8. No advice**

Nothing on the Sites constitutes, or is meant to constitute, advice of any kind. The information and content on the Sites is for informational purposes only. If you require advice in relation to any real estate, legal, or financial matter, you should consult an appropriate professional.

The Sites could include technical, typographical, or photographic errors. Kansas City Homes does not warrant that any of the materials on the Sites are accurate, complete, or current. Kansas City Homes may make changes to Sites and Services at any time without notice, however, Kansas City Homes does not commit to updating the Sites or Services.

## **9. No warranties**

THE SITES AND SERVICES ARE AVAILABLE "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, KANSAS CITY HOMES DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE HAS BEEN DISCLOSED), TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT, AND ANY WARRANTY THAT THE SITES OR SERVICES (1) WILL BE UNINTERRUPTED, FREE FROM ERRORS, OR FREE FROM VIRUSES, WORMS, "TROJAN HORSES" OR OTHER MALICIOUS CODE OR HARMFUL FEATURES OR (2) WILL MEET

YOUR REQUIREMENTS OR BE ACCURATE, COMPLETE, TIMELY, RELIABLE, OR NON-INFRINGEMENT. FURTHER, KANSAS CITY HOMES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, SECURITY, OR RELIABILITY OF THE USE OF THE SITES OR ANY SITES LINKED TO THIS SITE OR THE SERVICES. KANSAS CITY HOMES RESERVES THE RIGHT TO CORRECT ANY ERRORS IN THE SITE. IF YOU RELY ON OUR SITES OR SERVICES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

#### **10. Limitation of liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL KANSAS CITY HOMES (OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, LICENSORS, REPRESENTATIVES, AND AGENTS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR USE OF THE SERVICES, INCLUDING ANY (1) ERRORS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN OUR SERVICES, (2) FAILURE TO STORE OR PRESERVE INFORMATION IN CONNECTION WITH YOUR REGISTERED USER ACCOUNT, OR (3) DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF YOUR USE OR MISUSE OF THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF KANSAS CITY HOMES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

YOU WAIVE ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND AGAINST KANSAS CITY HOMES (AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, LICENSORS, REPRESENTATIVES, AND AGENTS) FROM ANY CLAIM RELATING TO YOUR USE OF THE SERVICES, OR THE INFORMATION OR DATA AVAILABLE AT THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO ACTUAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR UNREALIZED SAVINGS. YOU AGREE THAT THE LIABILITY OF KANSAS CITY HOMES (AND THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, LICENSORS, REPRESENTATIVES, AND AGENTS), IF ANY, ARISING OUT OF ANY LEGAL CLAIM ARISING FROM YOUR USE OF THE SITES OR SERVICES WILL NOT EXCEED \$1,000.00 IN THE AGGREGATE.

#### **11. Indemnification**

You agree to defend, indemnify and hold harmless Kansas City Homes (and its directors, officers, employees, service providers, representatives, and agents) against all liabilities, losses, damages, and costs (including reasonable attorneys' fees) that they may incur based on claims arising out of (1) your use of our Services, or (2) a violation of these Terms. Kansas City Homes reserves the right, at our expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with whatever cooperation we reasonably request.

#### **12. MLS terms and disclosures**

Kansas City Homes licenses certain content for display on the Sites from Heartland Multiple Listing Services, Inc. (“HMLS”). In order for you to access certain HMLS content on our Sites, you must agree to the following terms and conditions. You acknowledge and agree that (1) you are entering into a lawful consumer-broker relationship with Kansas City Homes; (2) all information that you obtain from our Sites is intended only for your personal non-commercial use; (3) you have a bona fide interest in the purchase, sale, or lease of residential real estate; (4) you will not copy, redistribute, or retransmit any of the information provided, except in connection with your consideration of the purchase or sale of an individual property; and (5) HMLS is the owner of listing data displayed on the our Sites, and HMLS has valid copyright ownership in its listing data and databases supplied to Kansas City Homes.

Kansas City Homes authorizes HMLS employees, HMLS members, or their duly authorized representatives to access our Sites for the purpose of verifying compliance with HMLS rules and monitoring the display listings on our Sites, which may include inspection of audit logs in connection with your registered user account.

Information displayed on our Sites from Heartland Multiple Listing Services, Inc. is the confidential, proprietary, and copyrighted information of Heartland Multiple Listing Services, Inc. Copyright 2018, Heartland Multiple Listing Services, Inc. HMLS and Kansas City Homes do not make any warranty or representation concerning the timeliness or accuracy of the information displayed herein. In consideration for the receipt of the information on our Sites, you agree to use the information solely for the private, non-commercial purpose of identifying a property in which you have a good faith interest in acquiring.

### **13. Digital Millennium Copyright Act (DMCA) Policy**

The Sites follows the safe harbor provisions of the Digital Millennium Copyright Act 17 USC § 512. You can find and review Kansas City Homes’ [DMCA Policy here](#).

### **14. General provisions**

#### **(a) Entire agreement**

These Terms are the complete agreement between you and Kansas City Homes regarding your use of the Sites and the Services.

#### **(b) Governing law and venue**

The Terms shall be governed by the laws of the State of Kansas. You agree that any suit relating to your use of the Sites or these Terms shall be brought in the state or federal courts having jurisdiction over Johnson County, Kansas. You waive any objection to the personal jurisdiction of such courts.

#### **(c) Attorneys’ fees**

If any party prevails in any action to enforce or interpret these Terms or any provision hereof, it shall be entitled to its reasonable attorney’s fees and costs for such legal action.

#### **(d) Third-party beneficiary**

These Terms are entered into solely between you and Kansas City Homes. These Terms shall not create or be construed to create any rights in any homeowner, home seller, home purchaser, or other third party. The foregoing notwithstanding, HMLS is a third-party beneficiary of these Terms and the parties agree that HMLS may enforce those covenants herein of which HMLS is beneficiary.

#### **(e) Severability**

If a court of competent jurisdiction determines that any provision of these Terms are unenforceable for any reason, then that provision will be deleted, and the remaining provisions will be enforceable to the fullest extent permitted by law.

#### **(f) Notices**

You agree that we may provide you with notices by posting on our site, by e-mail, or by regular mail. You can contact us at the address, telephone number, or email address listed below in [Section 17](#).

#### **(g) Waiver**

Kansas City Homes' or your failure to exercise or enforce a right in these Terms or otherwise available, shall not constitute a waiver of any rights.

### **15. Changes to the Sites and Terms**

Kansas City Homes reserves the right to make changes to the Sites or discontinue the Sites at any time for any reason without notice. Additionally, Kansas City Homes may revise or change these Terms at any time, without notice to you, and you agree that you will be bound by the provisions of these Terms as they appear on the Sites at the time you access the Sites. Please check this page regularly to ensure you are familiar with the current version of Terms. By continuing to use the Sites after the updated Terms are displayed, you agree to the modified Terms.

### **16. Termination**

You may stop using the Sites at any time. Kansas City Homes reserves the right to terminate, limit, or suspend your access to the Sites at any time for any reason with or without notice to you. Sections 1, 2, 3, and 7 through 18 of these Terms (along with any other provision that by its terms contemplates survival) survive any termination of these Terms.

### **17. Contacting us**

If you have any questions about these Terms, the Sites, or our Services, please contact us at:

Better Homes and Gardens Real Estate Kansas City Homes



Attention: Webmaster  
8300 College Boulevard, Suite 130  
Overland Park, KS 66201  
(913) 661-8500  
[webmaster@kansascityhomes.com](mailto:webmaster@kansascityhomes.com)

**18. Last Update**

These Terms were last updated on December 10, 2018.