

Terms of Service

Last Updated: 01/12/2022

By using our website, you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Notice, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site, or to products and services that we make available to you through the Site (all of which are deemed part of these Terms of Service). Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service. Your accessing the Site for the limited and exclusive purpose of reviewing these Terms of Service does not constitute your "use" of the Site or agreement to be bound by these Terms of Service unless you further access or use the Site.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website and update the "Last Updated" date to reflect the date of the changes. If we make a material change to the Terms of Service, we will not enforce the material change retroactively (i.e., to use of the Site occurring before the change) unless we notify you by posting a prominent notice of the change on the home or landing page of the Site or otherwise notify you of the changes so you may elect whether to accept the changes by continuing to use the Site, or terminate your account. By continuing to use the Site after we post any such changes or notify you of any material changes, you accept the Terms of Service, as modified.

We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

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Limitations on Linking and Framing. You are free to establish a hypertext link to our Site so long as the link does not state or imply any sponsorship of your website or service by us or by our Site. However, you may not, without our prior written permission, frame or inline link any of the content of our Site, or incorporate into another website or other service any of our material, content or intellectual property.

Access to Certain Features of Our Site

To access certain features of our Site, we may ask you to provide certain demographic information. In addition, if you elect to sign-up for a particular feature of the Site, you may also be asked to register with us on the form provided and such registration may require you to provide information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future

use of the Site (or any portion thereof). Our use of any information you provide to us as part of the registration process is governed by the terms of our Privacy Notice.

Privacy

We respect the privacy of the users of our Site. Please review our Privacy Notice. These Terms include and fully incorporate our Privacy notice.

Responsibility for Your Username and Password

To use certain features of our Site, you will need a username and password to create an account. We reserve the right to reject or terminate the use of any username that we deem offensive or inappropriate. In addition, we also reserve the right to terminate the use of any username or account, or to deny access to the Site or any features of the Site, to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Online Commerce

Certain sections of this Site may allow you to purchase different types of products and/or services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or any of our affiliates, arising from your purchase or use of any products or services made available by third parties through the Site.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site, and to purchase services or products through the Site, for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Classified Advertising

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Site reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication.

The Site shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

When you submit a classified ad for publication on the Site, you agree that the advertisement as it appears on the Site becomes our property and you assign all ownership interest in the advertisement as it appears on the Site under copyright law or otherwise to us. Submission of an advertisement does not constitute a commitment to publish the advertisement, and publication of an advertisement does not constitute an agreement for continued publication. We will accept only standard abbreviations and require proper punctuation. We reserve the right to edit, reclassify, revise, reject or cancel any advertisement at any time, in our sole discretion. Rates and specifications for any advertisement are subject to change.

Real Estate Advertisements; Equal Housing Opportunity

The Federal Fair Housing Act makes it illegal to advertise "any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination." State law may also forbid discrimination based on these factors and others. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. To complain of discrimination call the U.S. Department of Housing and Urban Development at 800-669-9777.

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We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or any portion thereof.

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Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR OUR SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE, EVEN IF WE

ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Indemnification

You agree to indemnify and hold harmless us, our affiliates, and each of our and their respective employees and representatives, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Site, violation of these Terms of Service by you or any other person using your account, or your violation of any rights of another. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

Suspension and Termination of Access

You agree that, in our sole discretion, we may suspend or terminate your password, account (or any part thereof) or use of the Site, or any part of the Site, and remove and discard any materials that you submit to the Site, at any time, for any reason, without notice. You agree that we will not be liable to you or any third-party for any suspension or termination of your password, account (or any part thereof) or use of the Site, or any removal of any materials that you have submitted to the Site. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

Notice of Copyright Infringement

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to The CATCHALL .LLC, 2960 W. Wayne Ln., Anthem, AZ, 85086, Attn: C. Stone, or by email to info@thecatchallaz.com. Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms of Service or on the Site.

Restrictions

The Site is intended for use only by residents of the United States over the age of 13. It may not comply with legal requirements of foreign countries. Other countries may have laws and regulatory requirements that differ from those in the U.S. By using this Site, you agree to the transfer and processing of any personal information you provide to the U.S. as set forth in the Privacy Notice under the laws of the United States and the State of Arizona, rather than under the law of your home country.

Other

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous

agreements, proposals and communications, written or oral. This agreement will be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of law.

This agreement is personal to you and you may not assign it to anyone. If any provision of this agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site or these Terms of Service must be filed by you within one year after such claim or cause of action arose or be forever barred.