

TERMS AND CONDITIONS AGREEMENT

By using this website, you ("User") agree to all of the following:

1. Ownership and Licensing

The HillCountryHomes.com website and all intellectual property is owned by 50 Auctions LLC, with a principal mailing address of: 5900 Balcones Dr #18362 Austin, TX 78731. The Realty Services on this site are primarily offered by the "HillCountryHomes.com Realty Group" ("HCHRG") which is a licensed affiliate of REAL Broker LLC. REAL Broker LLC is an international realty firm listed on NASDAQ (symbol: REAX) and licensed to provide realty services in the State of Texas. Realty Services offered in connection with this site may occasionally be fulfilled by 3rd-party realty firms by referral. These realty broker firms are also licensed in the State of Texas. Inquire with the referred Broker for their specific Licensing information.

2. Differences between "Client" and "Customer"

Until and unless a User signs a Buyer Representation Agreement with HCHRG/Real Broker LLC or a 3rd-party Referral Realty Partner, all Users are considered "Customers" and not "Clients." Customers are entitled to fairness, honesty and disclosure of basic facts. Clients receive many more protections and benefits including guarantees of loyalty, confidentiality, full disclosure and replies to their questions within 48 business hours. In Texas, the Agent/Broker acts in a limited agency role for the Client. This means the Agent does NOT have decision or signing authority for the Client however the Agent does become a legal Fiduciary for the Client and therefore **is legally required to always put the Client's best interest first.**

3. Confidentiality of Data and Personal Information

Any and all personally identifying data collected by this website is stored confidentially using modern best practices to ensure protection of this data. This Site does not collect payment information details or social security numbers. The information you provide on our submission and contact forms will ONLY be shared to 3rd-parties in order to fulfill the User's requests to obtain realty-related services or answers to their submitted questions.

4. Compliance with CAN-SPAM and Telephone Consumer Protection Act

User agrees to be contacted by phone (either via phone call or SMS text message) or email at the number or email address they provide on our submission and contact forms.

5. Payments and Fees

This website does not accept payments or charge fees. Any and all services involving fees are charged directly by their respective providers. For example:

a. Mortgage Services = provided by 3rd-party lenders

The "Mortgage Home Loans" section of the site offers various options for obtaining home financing via 3rd-party lending companies. Users are under NO obligation to use any of these providers and are encouraged to shop the open market and seek out and obtain any and all lending options available. Both 50 Auctions LLC and HCHRG/REAL Broker LLC have no relationship to these providers, do not earn commissions from using these providers and do not charge any fees for making recommendations for mortgage providers. Mortgage providers are separate entities, have their own licensing requirements and must provide any potential borrowers with a full list of their fees directly per RESPA and Section 8 disclosure laws.

b. Realty Services (in-house) = provided by HCHRG/REAL Broker LLC

Realty Fee to Buyer Clients:

3% of Property Purchase Price payable at Closing
(may be paid by and is often paid for by the Seller)

Area Tour Fee (optional):

For Clients: FREE

Moving Coordinator Services for Clients (optional):

First 4 Hours: FREE
Additional Hours: \$100/hour

c. Realty Services (referral) = provided by 3rd-party Realty Brokers

Realty Services that are provided through 3rd-party providers, are subject to the fees of that provider. However no fees will be incurred or payable unless and until the User agrees to sign a Buyer Representation Agreement with that provider. As such, no charges will be incurred by User without their full knowledge and written consent.

d. Important Note about Realty Fees

(a) A broker's compensation and fees for services are not set by law and are fully negotiable.

(b) A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

6. Guarantees and Warranties of Services Provided

No Guarantees or Warranties are made regarding the services offered on this website above and beyond the guarantees provided by the Texas Real Estate Commission (TREC) and the U.S. department of Housing and Urban Development (HUD). Both the State of Texas through TREC and the HUD have various laws and regulations governing what real estate service providers can and cannot offer, provide and limit.

As such, all service providers through this site are expected to abide by state and federal housing and real estate laws. While we cannot control or guarantee the services provided by 3rd-party agents and firms, they must still follow the TRELA and HUD laws and any consumers that wish to lodge a complaint are encouraged to do so via the links below:

A. REPORT A COMPLAINT TO THE TEXAS REAL ESTATE COMMISSION

<https://www.trec.texas.gov/public/how-file-complaint>

B. REPORT A COMPLAINT TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

<https://www.hud.gov/reporthousingdiscrimination>

7. Local Buyer Program Terms

By clicking "I Agree" to the Local Buyer Program inquiry form, User agrees to the following additional terms and conditions:

- a. User owns a home in the Central Texas area they wish to sell
- b. User wishes to purchase a residential property in the Central Texas area (and has the ability to)
- c. User wishes to hire HCHRG to both sell their existing home and represent them as Buyer for their new purchase
- d. User will pay 3% Realty Fee to HCHRG at Closing of the Sale of their existing home
- e. User will be rebated 1% of their home's Sales Price at Closing of the Purchase of their new home
- f. User must purchase their new home within 12 months of selling their existing home
- g. The term "new home" refers only to the fact the home is new to them as it may be a new build or existing home
- h. User is entitled to receive free Area Tours to help locate the Target area and property of their new home
- i. User is entitled to receive 4 Free Hours of Moving Coordinator services once a Purchase Contract for a home is signed
- j. User is entitled to receive 2 Free Years of Services Helpline requests once their Purchase has been Closed
- k. HCHRG reserves the right to limit or exclude Users from this service, in accordance with the law
- l. Offer applies to purchase of 1-4 Unit Residential Properties only; does not apply to raw land, farm, or builder lots
- m. User agrees to disclose if they are currently under a signed Buyer's Representation Agreement with another Agent/Broker
- n. HCHRG does NOT guarantee that a User who completes the Inquiry form will qualify to purchase a real estate property, will qualify for or receive financing AND/OR qualify for the Local Buyer Program discount as a result.

8. Moving Coordinator Service

This optional service provides moving support to assist buyers who have signed a purchase agreement with HCHRG or a formally referred 3rd-party realty firm. Once the Purchase Agreement has been signed by all parties, User will be provided the contact information of the Moving Coordinator who will assist User by providing a variety of available services that User can choose from. This includes all ancillary moving services such as shopping out and obtaining quotes from moving companies, verifying moving companies insurance, assistance with packing and/or moving of special items, assisting Users with packing and/or disposal and/or donations of items, identifying available utility providers and more.

Up to 4 hours of this service are provided free of charge to qualified Users. Users who wish to utilize this service for more than 4 hours may contract additional hours at the rate of \$100/hr to be paid directly and separately to the moving coordinator. There is no obligation to use this service as it is provided merely as a free option with additional layers of service available above and beyond the 4 free hours provided. As such, neither HCHRG nor REAL Broker LLC provides any guarantees regarding the quality, accuracy or value of the service provided.

9. Service Provider Helpline

This optional service is provided for free for 2 years for all Users that have closed on properties using either HCHRG or a 3rd-party realty firm under a referral agreement with HCHRG. Upon the closing of the User's purchase, User will be provided with a designated email address to make requests for various property services as needed. This may include asking for fencing specialists, asphalt and concrete firms, home construction, utility providers and more.

HCHRG will canvas its existing contacts and databases and forge new relationships if necessary in order to find providers that can fulfill the User's requests. We will provide a List of between 0-3 potential providers for each request as we cannot guarantee that we will find a provider for each and every request. Regardless of the number of options we locate and provide for the User, we cannot guarantee or warranty the quality of that provider's work or costs and you agree to hold HCHRG and REAL Broker LLC harmless for any and all issues or dissatisfaction arising out of the work or service provided by the contractors we refer via this optional program.

10. Texas Ben's Hidden Gems

The properties listed in this section of our website are NOT related to HCHRG or REAL Broker LLC unless specified. The properties shown in this section are merely a List of properties featured by an affiliate, Texas Ben, that he showcases separately in his pursuit as a private real estate investor. As such, these properties are not affiliated with HCHRG and are not recommendations by us and any and all opinions expressed and reflected by Texas Ben in this section are his personal ones and not necessarily shared by HCHRG. We cannot guarantee that any of these properties are better, cheaper or more special than any other properties currently listed for sale that are not featured in this section.

11. Commitment to Transparency and Non-discrimination

a. Information About Brokerage Services (<https://hillcountryhomes.com/information-about-brokerage-services/>)

This form provides general information about what Brokerage services in Texas. It is to be provided to all Users upon the first substantive discussion (meeting in person or in writing) about a potential real estate transaction and should be initiated by the User. Please note that a User's initials on this form are NOT an agreement or contractual obligation to engage in a formal business relationship but merely an **ACKNOWLEDGMENT** that the form was provided in accordance with real estate laws.

b. Consumer Protection Notice 1-5 (https://www.trec.texas.gov/sites/default/files/pdf-forms/CN%201-5_0.pdf)

This form provides information about laws regarding complaints and outlines how consumers can formally submit official complaints.

12. Legal Disclosures and Disclaimers

A. **Disclaimer of Warranties.** 50 Auctions LLC and HCHRG provide their site and services and all components of it on an "as is," "as available" basis. Use of the site and service are at the sole risk of User. They do not warrant that the site will be available uninterrupted or error-free, and make no warranty as to the accuracy, completeness, currency, or reliability of any information available through the site. The site may contain third party content, including hyperlinks to web sites operated by other parties and we do not control such third party content, including web sites, and are not responsible for their contents, do not endorse the sites or contents, and may have no relationship with the third party content providers, including any web sites' operators.

B. **Limitations and Exclusions of Liability.** Neither 50 Auctions LLC nor HCHRG shall be liable to User or anyone else for any indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the site, including reliance by User on any information obtained through use of the site; mistakes, omissions, deletions or delays in transmission of such information; whether caused in whole or part by negligence, acts of god, data connection failure, or theft of, destruction of, or unauthorized access to the site and related information, records and programs.

C. **Indemnification.** User shall defend, indemnify and hold 50 Auctions LLC and HCHRG harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third party arising from any acts of User.

D. **Dispute Resolution.** Any disputes regarding actual real estate services rendered should be directed to the appropriate real estate commission. In Texas, all complaints may be made via the TREC website (<https://www.trec.texas.gov/public/how-file-complaint>). Any controversy or claim arising out of or relating to this site that is not directly related to a real estate transaction, shall be settled by arbitration administered agreement of the parties or, lacking agreement, by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Travis County, Texas, except that it may be held by telephone or video conference where the Arbitration Rules expressly so permit. User agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Travis County, Texas.

E. **Legal Fees.** In the event of legal action or arbitration between 50 Auctions LLC or HCHRG and User, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration.

F. **No Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, 50 Auctions LLC and HCHRG and User, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

G. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by User. Any purported assignment or delegation in contravention of this section is null and void.

H. **Integration and Severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

I. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to contracts made and performed in Texas, without regard to its conflicts of law and choice of law provisions.

J. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt.