

HomeFinder100.com - Terms of Use - Visitor Agreement

Welcome to [HomeFinder100.com, a service of Buckeye CableSystem (“Buckeye,” “we,” “our”, or “us”).

By using this Website, or sponsoring listings, or placing an “Advertisement”, you agree to abide by the terms of this Visitor Agreement and our [Privacy Statement](#).

We may change the terms of this Visitor Agreement and/or our Privacy Statement from time to time. By continuing to use this Website after we post any changes, you accept and agree to this Visitor Agreement and/or the Privacy Statement, as modified.

This Visitor Agreement applies to your use of this Website. Other Buckeye websites (including those operated by Buckeye CableSystem and its subsidiaries) may have different or additional terms for their respective visitor agreements, terms of use, subscriber agreements, privacy policies or other terms and policies. In these cases, those agreements, terms and policies apply to those sites. By accessing any other Buckeye website, you agree to abide by each website’s applicable visitor agreement, terms of use, subscriber agreement, privacy policy or other terms and policies.

Advertisers

If you wish to submit a classified advertisement (an “Advertisement”) for publication on the Website or for distribution on Buckeye’s television broadcast or video-on-demand service “TV” or “VOD”), or update, edit, revise or make other changes to an already existing Advertisement or insertion order, or otherwise manage your advertising account, you must register and establish or use an established online account (“Advertiser Account”) on this Website by [clicking here](#). To open an Advertiser Account, you must accept these Advertiser Terms and Conditions as part of the registration process. During registration, you will select a user name and password-or use one that is provided. You agree that the information you supply during the registration process will be accurate and complete, and that you will not register under the name of, nor attempt to enter the service under the name of, another person unless authorized in writing by that person (such as a licensed real estate agent or employee of your company). You represent and warrant that you have the full right, power and authority to complete and submit the registration on behalf of any person, including yourself, a licensed real estate agent, employee of your company, or your company (if you are registering on behalf of your company). Buckeye reserves the right to reject any user name that, in its judgment, it deems offensive or inappropriate. You will be responsible for preserving the confidentiality of your password, as you will be fully responsible and liable for all activities on your Advertiser Account, authorized or unauthorized. You should notify us of any known or suspected unauthorized use of your Advertiser Account. We reserve the right to terminate, or suspend access to, any Advertiser Account at any time if the person or company who owns the Advertiser Account violates any of the terms of this Visitor Agreement or the Advertiser Terms and Conditions, or if we reasonably believe the Advertiser Account has been compromised due to unauthorized access.

Buckeye offers a variety of advertising packages, with combinations of features that vary by market area. For information about the ad packages available in your area, [click here](#).

All Advertisements you place through this Website are subject to availability and the terms and conditions that apply to the particular advertising package at the time you place your order. All advertising packages and their availability and pricing are subject to change at any time with or without notice. It is important for you to read the terms and disclaimers accompanying any advertising package that you order through this Website.

By placing an Advertisement through this Website, you agree to pay the fees specified for the package you select, regardless of whether you make a sale, unless placing the ad for another under written agreement obligating the other party to full financial responsibility. An assignment, such as a Broker employee, may place orders on your behalf, if you have signed a written order form provided by us specifying that the agent is the financially responsible party. Payment will be required based on an agreement or upon an open contract and invoiced for the contracted number of Advertisements at the time the ad is placed, per our online ordering system.

Credit Card payment is generally required via ecommerce technology at the time the order is placed. In the event that alternative billing arrangements have been approved by Buckeye, then billing will be at the end of the month for any ads that start running on TV during that month. For any incremental Advertisements placed, after billing has been issued, the additional fees may be applied in the following month’s invoice at our discretion.

Invoices may be via paper or electronic means as determined by Buckeye from time to time. Payment may be made at the time the order is placed or at the end of month when the ad is ordered (unless otherwise required by Buckeye). Payment can be by check, credit, charge or debit card, or other means approved by Buckeye. For advertising campaigns that span multiple months, Buckeye may in its sole discretion charge on a monthly cycle in advance for Advertisements scheduled to air during the following month. Buckeye may store and use your payment information (including payment card information) for processing payments.

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Submissions and Postings; Monitoring

You (and not Buckeye) are solely responsible for any information, images and other materials (including, without limitation, any Advertisements) that you submit or post on this Website, and for the accuracy, integrity, quality, lawfulness and merit of such materials. By posting, uploading or otherwise providing any materials to Buckeye, you are representing and warranting that you are the owner of the materials or are providing the materials with the express consent of the owner of the materials, and that such materials do not violate the privacy, publicity, intellectual privacy or other rights of any other party.

By posting, uploading or otherwise providing materials to Buckeye directly or through the MLS, you further agree to defend, indemnify and hold Buckeye Harmless in any claims regarding content you supply, including but not limited to, claims of infringement.

By posting, uploading or otherwise providing materials to Buckeye, you are granting to Buckeye a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, copy, distribute, publicly perform, display, adapt and sublicense the materials to third parties. Buckeye is not obligated to use any materials you provide to Buckeye, except as specifically set forth in the Advertiser Terms and Conditions with respect to Advertisements.

We reserve the right (but assume no obligation) to monitor, delete, move or edit any submissions (including, without limitation, Advertisements) or postings that we consider unacceptable or inappropriate, whether for legal or other reason in our sole discretion. We will comply with all requirements of the law regarding disclosure of any submissions or postings on this Website to others, including to law enforcement agencies and parties making civil legal requests. We will also comply with any other requirements of the law regarding disclosure of other aspects of your use of this Website.

Advertisements

Buckeye provides this Website and the associated TV and VOD real estate listings or Television Programming as a venue for buyers and sellers of real estate. Buckeye does not sell real estate directly through this Website and is not a party to any transaction between buyers and sellers of real estate. Terms of sale remain subject to negotiation between buyers and sellers.

Buckeye has no control over, cannot ensure and does not guarantee: (i) the accuracy or completeness of any information provided by any buyer or seller; (ii) the availability, quality or safety of any real estate listed for sale; or (iii) the creditworthiness of any buyer. Responsibility for the information contained in Advertisements, including typographical and other errors regarding prices, measurements and other information lies with each seller. Buckeye assumes no responsibility for verifying whether the listings are accurate or comply with applicable laws; such responsibility rests entirely with sellers or their licensed real estate agents.

We do not perform any background checks on sellers or agents identified in Advertisements, and cannot (and do not) warrant that any personal or other information you may provide pursuant to Advertisements will not be used for fraudulent, criminal or other illegal purposes by sellers. We urge you to use caution in providing any personal or sensitive information to sellers.

Payment For Advertisements and/or Services Provided:

Orders may be placed by real estate agents or brokerages or principal parties only. Orders are binding at time of placement. Agents may authorize broker staff to place orders on the agent's behalf. According to office policy, and if broker agrees, then billing may be to the agent's brokerage for convenience of all concerned. In such cases, billing will be handled first by brokerage according to our agreement with broker. Agents will remit to broker who will then remit to Buckeye. Unpaid orders are the responsibility of the ordering agent and not the broker. Past due payments may be placed for collection with regard to agent or principal party or both. Brokers are not liable for payments but will help facilitate payments whenever possible.

User Conduct

You agree not to: (i) post, upload or otherwise provide any materials to Buckeye that is false, defamatory, abusive, obscene, threatening or illegal; (ii) use this Website, the Content or any products or services included on or available through this Website for any unlawful purpose; (iii) collect personal data about other users for commercial (other than for the sole purpose of furthering the transactions contemplated with respect to a particular Advertisement) or unlawful purposes; (iv) restrict or inhibit any other user from using and enjoying this Website, including by means of disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users of this Website are able to type, hacking or defacing any portion of this Website, introducing any virus, worm, Trojan Horse, Easter Egg, time bomb, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges; (v) post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes (including information relating to time shares) or other unsolicited commercial communication or engage in spamming or flooding; (vi) impersonate any other person or entity, or misrepresent your affiliation with any other person or entity; or (vii) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data

mine," or in any way reproduce or circumvent the navigational structure or presentation of this Website or any Content on this Website.

Copyright Infringement and Copyright Agent

We respect the intellectual property of others, and we ask our users to do the same. If you are the owner of a United States copyright and you believe that your work has been copied on this Website in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information:

- a physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on this Website;
- your address, telephone number and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Termination

Buckeye reserves the right at any time to terminate your use of this Website, or any portion of this Website, with or without notice, in its sole discretion, for any reason or no reason at all, including but not limited to, if Buckeye determines that your use of this Website: (i) violates this Visitor Agreement, the Advertiser Terms and Conditions (if applicable) or any other agreement pertaining to portions of this Website; (ii) is harmful to Buckeye, another user of this Website or any other party; or (iii) violates applicable law.

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THE WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO BUCKEYE, IF ANY, FOR THE USE OF THE WEBSITE.

Indemnity and Release

By using this Website you agree to defend and indemnify Buckeye, and its parents, subsidiaries, partners, affiliates, agents, consultants, sponsors, advertisers and licensors, and their respective officers, directors, employees, shareholders, agents and representatives (collectively, the "Released Parties"), and hold the Released Parties harmless, from any and all claims and expenses, including attorneys' fees, arising from your use of this Website or the Content on this Website, your breach of any term or condition contained in this Visitor Agreement, or any other applicable agreement relevant to portions of this Website, or your submission of materials to Buckeye by any means or from any person's use of any Advertiser Account or password you maintain with Buckeye, regardless of whether such use is authorized by you. By using this Website, or submitting any materials to Buckeye, you are hereby agreeing to release the Released Parties from any and all claims, demands, debts, obligations, damages (actual or consequential), costs and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to any products and services obtained or used through this Website or to any disputes regarding use of any materials submitted to Buckeye.

YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN RELEVANT PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Miscellaneous

This Visitor Agreement (and the Advertiser Terms and Conditions, if applicable) constitutes the entire agreement between Buckeye and you with respect to the subject matter contained in this Visitor Agreement, and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You may also be subject to additional terms and conditions that may apply when you use or access the products and services of third parties that are provided through this Website. In case of any conflict between such third party's terms and conditions and the terms and conditions of this Visitor Agreement, this Visitor Agreement shall control.

This Visitor Agreement has been made in and shall be construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims which relate in any way to this Agreement will be resolved by arbitration in New York, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. In the event that any portion of this Visitor Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

We hope you enjoy using this Website. If you have any suggestions for improvements, questions or other comments about this Website or this Visitor Agreement, please contact us at Buckeye CableSystem., 5552 Southwyck Boulevard, Toledo, OH 43614, Attention: Real Estate Manager.

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