

## **Terms of Use and Privacy Policy**

DOD Services, LLC is a registered business in the State of Texas and a licensed real estate broker in the State of Texas (License # 9003637). PCSclassifieds is a DBA (Doing Business As) of DOD Services, LLC.

This Terms of Use and Privacy Policy (this “Agreement”) is a legal agreement between you (“you” or “your” or “User”) and DOD Services, LLC, its affiliates, and each of their respective successors and assigns (collectively, “DOD Services”) governing the terms of your use of the website located at [www.pcsclassifieds.com](http://www.pcsclassifieds.com) (the “Site”). You hereby agree implicitly and without express written consent that you have read and agree to be bound by the outlined terms and conditions. If you do not agree to abide by this Agreement, please refrain from using the Site.

DOD Services reserves the right to modify the terms and conditions of this Agreement or its policies at any time, effective upon posting of an updated version of this Agreement on the Site. You are responsible for regularly reviewing this Agreement. Continued use of the Site after any such changes shall constitute your consent to such changes.

The listings and associated information collected from the Site will be used to provide listing information for properties for sale and rent displayed on our website, [www.pcsclassifieds.com](http://www.pcsclassifieds.com). Information collected here may also be used to supplement neighborhood, apartment, or base housing information displayed on other DOD Services platforms or websites.

### **Consent to Receive Marketing Materials and Choice to Opt-Out**

By creating a user account with [PCScclassifieds.com](http://PCScclassifieds.com), you are providing your consent to receive marketing communications and newsletters from DOD Services and its affiliates.

If you do not wish to receive marketing information from us, you may follow the unsubscribe instructions included in emails.

### **Account Access**

Users may only access the Site by using a user identification and password provided to them by private invitation from DOD Services. You agree that you will be solely responsible for the user identification and password that are provided to you (as such passwords may be changed from time to time in accordance with features of the Site) to log-in. You shall keep any correspondence you receive relating to or through the use of the Site (including, but not limited to, your user identification, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party other than your spouse. You will be responsible and liable for all communications and actions that take place through the use of your user-identification, including without limitation, any actions that occur without your authorization. Accordingly, it is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent.

### **Collection and Use of Personal Information**

During your use of the Site and when listing a property, we may collect Personal Information from you. Personal Information is any information that is identifiable with you. Personal Information may include, but is not limited to, your name, mailing address, phone number, email address and rank, branch of service, and service status with the military (i.e. “Capt, Army” or “MSgt, USAF – Retired). Other information you may provide while visiting our Site or answering our surveys may be aggregated with information so as not to be reasonably identifiable with you, and information in a form that otherwise is detached, combined, organized, segmented, modified or processed so as not to be reasonably capable of being associated with you, will not be considered Personal Information, and will not be restricted by this Agreement as to use, sharing or otherwise.

In addition, as is true of most websites, we may also gather information about your computer such as your IP address, browser type, referring/exit pages, and operating system.

We use this information to:

- Provide the Services to be displayed on our website, [www.pcsclassifieds.com](http://www.pcsclassifieds.com)
- Send you requested information
- Respond to customer service requests
- Send you marketing communications
- Respond to your questions and concerns
- Improve our Site and marketing efforts and otherwise assess the needs of our business
- Conduct research and analysis
- Validate answers you provide us in connection with your participation in our surveys
- Verify the integrity of submitted information
- As otherwise permitted by law or authorized by you

### **Information Sharing**

We do not share your Personal Information with, or sell or rent your Personal Information to, third parties, except with your consent or as described in this Agreement. We follow applicable laws and industry best practices with respect to the disclosure of Personal Information to third parties.

We may disclose your Personal Information to third parties as follows:

We may provide your Personal Information to companies that provide services to help us with our business activities such as offering customer service, email service delivery, or marketing information. In addition, by submitting your Personal Information on our Site, you are hereby granting permission and making an “inquiry” to us, our affiliated entities, third party marketing partners/vendors to be contacted. You are also consenting to be contacted for a limited period from our affiliates, and partners/vendors, even if the telephone number you submitted appears on

any state and/or federal Do Not Call list, because your inquiry serves as an exception to state and/or federal Do Not Call requirements.

We may also disclose your Personal Information:

- as required by law such as to comply with a subpoena or similar legal process
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request
- if DOD Services is involved in a merger, acquisition, or sale of all or a portion of its assets
- to any other third party **with your prior consent** to do so
- in accordance with market research industry guidelines, we may provide your Personal Information to a third party, so long as the third party is contractually bound to keep your Personal Information confidential and use it only for research or statistical purposes
- in connection with market research services, to our authorized and approved agents, contractors, or partners that facilitate such services, including, without limitation, web hosting, list matching, quality control, and the like; provided, however, such parties may use your Personal Information only to provide services to DOD Services and may not share your Personal Information with any other third parties
- as otherwise authorized by you.

### **Listing Inputs and User Registration**

In addition, we collect the listing attributes, features, and comments (“User Input”) that you voluntarily provide while using our Site. DOD Services may share this information with others, or post this information on other DOD Services platforms. None of this information will be associated with your Personal Information as provided solely on [www.pcsclassifieds.com](http://www.pcsclassifieds.com).

Your User Input are the property of DOD Services and will not be intentionally altered by DOD Services in any material way. However, DOD Services may refuse to post your User Input on the [www.pcsclassifieds.com](http://www.pcsclassifieds.com) website.

DOD Services is under no obligation to offer you any payment for your User Input or the opportunity to edit, delete or otherwise modify the User Input once it has been submitted to DOD Services. DOD Services shall have no duty to attribute authorship of the User Input to you. DOD Services reserves the right to duplicate, reproduce or publish your User Input in any medium to others.

You agree to the following when submitting your User Input:

- Your listings, to include features, attributes, and comments on a property will be truthful to the best of your knowledge
- You will not submit vulgar or defamatory remarks or content of any kind

- You will not impersonate any other person

### **Security**

We take all commercially viable steps to physically protect the information that Users provide.

We will store your Personal Information for as long as necessary to fulfill the purposes indicated in this Agreement or as otherwise permitted or required by law.

We maintain commercially reasonable technical, administrative, and physical safeguards to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of Personal Information. Additionally, only those authorized employees, contractors, and agents who have a need to know Personal Information in connection with the performance of their services are allowed to access this information. In addition, these individuals and/or entities are required to be bound by confidentiality obligations and may be subject to disciplinary actions, including termination and criminal prosecution, if they fail to meet their confidentiality obligations. In the unlikely event that we suffer a breach of our security systems and an individual or entity gains unauthorized access to any Personal Information stored on our servers, we will immediately investigate such security breach, and will provide prompt notice to any individual whose Personal Information was affected.

### **Links**

This Site may, on occasion, contain links to other sites with information gathering practices different from our own. You should consult the privacy policies for all other sites, as DOD Services has no control over information submitted to or collected by such third parties.

### **Disclaimer of Warranties**

The listings and comments submitted by Users do not reflect the views of DOD Services. The information contained in [www.pcsclassifieds.com](http://www.pcsclassifieds.com) has been obtained and compiled in good faith. However, DOD Services has not independently verified or otherwise investigated all such information. No representation or warranty, expressed or implied, is made by DOD Services with respect to the completeness or accuracy of the contents of [www.pcsclassifieds.com](http://www.pcsclassifieds.com), and it should not be regarded as a substitute of an independent investigation by you. DOD Services does not make any representation, warranty or guarantee as to any results that may be obtained from using [www.pcsclassifieds.com](http://www.pcsclassifieds.com). While past performance may be analyzed in the Site, past performance should not be considered indicative of future results.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SITE IS PROVIDED "AS-IS" AND "WITH ALL FAULTS," AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOD SERVICES, (INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "DOD SERVICES PARTIES") DISCLAIM ALL REPRESENTATIONS, WARRANTIES

AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT AND ACCURACY AND NON-INTERFERENCE; (B) NEITHER DOD SERVICES NOR ANY DOD SERVICES PARTY REPRESENTS OR WARRANTS THAT (i) THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (ii) THE SITE WILL MEET YOUR REQUIREMENTS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SITE WILL BE CORRECTED; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF DOD SERVICES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) DOD SERVICES AND THE DOD SERVICES PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE FORMS, DATA, REPORTS, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE SITE OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK AND NEITHER DOD SERVICES NOR ANY OF THE DOD SERVICES PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

### **Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL DOD SERVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOOD WILL, EVEN IF TE HOLDINGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. TE HOLDINGS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. YOU ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. Users hereby acknowledge that this paragraph shall apply to all content and services available through the Site. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

### **Indemnification**

You agree to indemnify, defend and hold harmless DOD Services and the DOD Services Parties from and against any and all claims and expenses, including reasonable attorneys' fee, arising

out of or related in any way to your use of the Site, violation of this Agreement, violation of any law or regulation or violation of any proprietary or privacy right.

### **Intellectual Property Ownership**

All right, title and interest in the Site, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to DOD Services or its licensors, and you shall have no rights whatsoever in any of the foregoing. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Site, in whole or in part. All content and materials included as part of the Site such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the "Works") are the property of DOD Services or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Works are copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and DOD Services owns a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause DOD Services and its licensors irreparable injury, which may not be remedied at law, and you agree that DOD Services and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

### **Trademarks**

The PCSclassifieds name and other related names, design marks, product names, feature names and related logos are trademarks of DOD Services and may not be used, copied or imitated, in whole or in part, without the express prior written permission of DOD Services. In addition, the look and feel of the Site (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of DOD Services and may not be copied imitated or used, in whole or in part, without the express prior written permission of DOD Services.

### **General Provisions**

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, or the Site, with the exception of claims for injunctive relief, shall be resolved in arbitration administered by the American Arbitration Association and located in Austin, Texas. You may not under any

circumstances commence or maintain against DOD Services any class action, class arbitration, or other representative action or proceeding. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against DOD Services may be commenced only in the federal or state courts located in Travis County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.

It may be necessary for DOD Services to perform scheduled or unscheduled repairs, maintenance, or upgrades to the Site and such activities may temporarily degrade the quality of the Site or result in a partial or complete outage of the Site. DOD Services provides no assurance that you will receive advance notification of such activities or that the Site will be uninterrupted or error-free. Any degradation or interruption in the Site shall not give rise to a refund or credit of any fees paid by you.

No joint venture, partnership, employment, or agency relationship exists between you and DOD Services as a result of this agreement or use of the Site. The failure of DOD Services to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by DOD Services in writing.

Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority.

If you have not entered into another agreement with DOD Services regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and DOD Services and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and DOD Services have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and DOD Services, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.

### **Notification of Changes to our Terms of Use and Privacy Policy**

We may update this Agreement to reflect changes to our information practices. We encourage you to periodically review this page for the latest information on our privacy practices.

### **Contact Information**

If you have questions or concerns regarding this Agreement, please contact us at [info@pcsgades.com](mailto:info@pcsgades.com)