

# TERMS & CONDITIONS

## User's Agreement. Terms and Conditions

Welcome to HoustonHomesAuction.com!

By using HoustonHomesAuction (including HoustonHomesAuction. and its related sites, services and tools), you agree to the following terms with HoustonHomesAuction and the general principles for the websites of our subsidiaries and international affiliates.

This Agreement is effective upon acceptance for new users, and from November 17, 2020 for existing users.

### \*\*\*\*\*IMPORTANT\*\*\*\*\*

In order to place a bid/offer on any property available by auction, you must **REGISTER** and create an account. If you are working with an Agent, you will need to provide us with their contact information.

[CLICK HERE](#) to register for access to the bidding platform.

By creating your account, you agree to accept AND you understand the Terms and Conditions of the auction process and the HoustonHomesAuction bidding platform.

In addition, you must either provide **Proof of Funds** if paying in cash OR a **FULL Underwritten Loan Approval Letter From A Mortgage Lender** prior to getting access to the bidding area. Registration and documents must be received **NO LATER** than 12:00 pm PST the day of the auction.

***If you are not registered and/or you have not provided suitable documentation by 12:00 pm on the day of the auction, you will NOT be allowed to bid on a property!***

***Also, we STRONGLY encourage you or your agent to login to your account prior to the end of the bidding time on the property you wish to bid on. It is IMPORTANT to understand the steps and functionality needed to place your bid. Technical or agent support will not be available after 12:00 pm on the final day of the auction.***

Before you become a member of HoustonHomesAuction, you must read and accept all of the terms in, and linked to, this User Agreement and the HoustonHomesAuction Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use HoustonHomesAuction sites or services, or when you use the tools we make available to interact with HoustonHomesAuction.com sites and services. If you use another HoustonHomesAuction site, you agree to accept the User Agreement and Privacy Policy applicable to that site. Some HoustonHomesAuction sites, services, and tools may have additional or other terms that we provide to you when you use those sites, services, or tools.

## Using HoustonHomesAuction

While using HoustonHomesAuction sites, services and tools, you will not:

- post content or items in an inappropriate category or areas on our sites and services;
- violate any laws, third party rights or our policies;
- use our sites, services, or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services, or tools;
- manipulate the price of any item or interfere with other users' listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Find Customers Fast, LLC;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- take any action that may undermine the Feedback or ratings systems (such as displaying, importing or exporting Feedback information off of the sites or using it for purposes unrelated to HoustonHomesAuction);
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters
- distribute viruses or any other technologies that may harm HoustonHomesAuction, or the interests or property of HoustonHomesAuction users;
- export or re-export any HoustonHomesAuction tools except in compliance with the export control laws of any relevant jurisdictions;
- copy, modify, or distribute rights or content from the HoustonHomesAuction sites, service, or tools or HoustonHomesAuction ' copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent

### **Abusing HoustonHomesAuction**

HoustonHomesAuction and the Community work together to keep our sites and services working properly and the Community safe. Please report problems, offensive content, and policy violations to us.

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our sites and their content, services, and tools, delay or remove hosted content, and take technical and legal steps to keep users off the sites if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue HoustonHomesAuction com sites, services, or tools.

### **Fees and Services**

Joining HoustonHomesAuction and bidding on listed items is free. We do charge fees for using other services, such as listing items. When you list an item or use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our fees schedule, which we may change from time to time. Changes to that schedule are effective after we provide you with at least 14 days' notice by posting the changes on the HoustonHomesAuction site. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with our sites and services in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and

legal counsel.)

## **Content**

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

## **Limitation of Liability**

You will not hold HoustonHomesAuction responsible for other users' content, actions, or in actions, items they list or their destruction of allegedly fake items. You acknowledge that we are not a traditional auctioneer. Instead, our sites are venues to allow anyone to offer, sell, and buy real estate.

We are not involved in the actual transaction between buyers and sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety, or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item. A bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item.

We do not transfer legal ownership of items from the seller to the buyer. A licensed Realtor is required to facilitate the contract, disclosures and closing the transaction between the seller and highest bidder. Further, we cannot guarantee continuous or secure access to our sites, services, or tools, and operation of our sites, services, or tools may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services, and tools.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees (under HoustonHomesAuction Fees and Services) you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$100.

## **Release**

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a Wyoming resident, you waive Wyoming Civil Code §1542, which says: *"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."*

## **Access and Interference**

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees (under HoustonHomesAuction Fees and Services) you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$100.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of {0} and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the sites, services, or tools, or any activities conducted on or with the sites, services, or tools; or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites.

## **Privacy**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the HoustonHomesAuction Privacy Policy.

We view protection of users' privacy as a very important community principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see the HoustonHomesAuction Privacy Policy. If you object to your information being transferred or used in this way please do not use our services.

## **Indemnity**

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## **No Agency**

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

## **Notices**

Except as explicitly stated otherwise, legal notices shall be served on HoustonHomesAuction national registered agent (in the case of HoustonHomesAuction) at: Find Customers Fast, LLC 30 N. Gould St., STE R Sheridan, WY 82801. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

## **Resolution of Disputes**

If a dispute arises between you and HoustonHomesAuction, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and HoustonHomesAuction agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution

by going to the [Contact Us](#) page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

- **Law and Forum for Disputes** – This Agreement shall be governed in all respects by the laws of the State of Wyoming as they apply to agreements entered into and to be performed entirely within Wyoming between Wyoming residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against HoustonHomesAuction must be resolved exclusively by a state or federal court located in Sheridan County, Wyoming, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Sheridan County, Wyoming for the purpose of litigating all such claims or disputes.
- **Arbitration Option** – For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- **Improperly Filed Claims** – All claims you bring against HoustonHomesAuction must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, HomeAuctionPros.com may recover attorneys’ fees and costs up to \$1000, provided that HoustonHomesAuction has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## **General**

HoustonHomesAuction and its owner Find Customers Fast, LLC is located at 30 N. Gould St., STE R Sheridan, WY 82801. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of such sections. Our failure to act with respect to a breach by you or others doesn’t waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the HoustonHomesAuction Message Center. This Agreement may not be otherwise amended except in a writing hand signed by you and us. For purposes of this provision, a “writing” doesn’t include an email message and a signature doesn’t include an electronic signature.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content, Liability, Indemnity and Resolution of Disputes.

DMCA Notice and Disclosure:

How We Treat Postings To This Site (Blog, Forum, or Chat Room).

We will not treat information that you post to areas of this site that are viewable by others (for example, to a blog, forum or chat-room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or that is in violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including without limitation information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that violates export control laws.

We, in our sole discretion and without notice, reserve the right, but undertake no duty, to review, edit, remove or delete any material submitted as a comment to blog, forum or chat-room provided for display or placed on this site. Specifically, we reserve the right to delete or decline to post content that contains profanity; sexual content; overly graphic, disturbing or offensive material; vulgar or abusive language; hate speech, defamatory comments, or offensive language targeting any specific demographic; personal attacks of any kind; spam; promotions for commercial products or services.

By submitting a comment for posting, you agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

Defamation; Communications Decency Act Notice. This site is a provider of “interactive computer services” under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

Non-Disparagement; All parties agree and accept that the only venue for resolving any such dispute shall be in the manner outlined in this document. All parties agree that neither will engage with any third party be it public or private with intent or purpose to disparage the other party. Neither the member, customer or any of the member’s or customer’s associates, employees or affiliate or any other third party connected with the member or customer will communicate, write, verbalize, transmit or communicate in any way any remark, message, rating, information or communication of any kind that might reasonably be derogatory, critical or negative towards FindCustomersFast.com or the owners of FindCustomersFast.com. Any violation of this section and you will be subject to a lawsuit filed in the state of Wyoming as referenced in this document.

Monitoring. We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site’s home page.

Separate Agreements. You may acquire products, services and/or content from this site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such products, services and/or content.

Ownership. The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property in the content of this site is owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

DMCA Notice. This site is an Internet “service provider” under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (“DMCA”). As Required by the DMCA, this site maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials posted to this site. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

**Notification of Claimed Infringement:**

Find Customers Fast, LLC dba HomeAuctionPros.com  
30 N. Gould Street Suite R  
Sheridan, WY, 82801  
Agent’s Email Address:  
Support@HomeAuctionPros.com  
Telephone: (480) 789-1830

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

10. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED “AS-IS”, AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE

ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. IN NO EVENT SHALL THIS SITE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THIS SITE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Seller's Agreement. Terms and Conditions**

### Policy overview

To run a great business, sellers work hard to ensure a smooth and professional transaction with their buyers. This includes setting buyer expectations and meeting those expectations.

Some of the most basic things you can do are to provide accurate and consistent details about your item and to be clear and specific about the terms and conditions of the sale. You should also make every effort to provide excellent customer service from start to finish, including:

- Provide precise and detailed requirements for the buyers to get approval for participating in the bidding/offering process on your item
- Responding to buyers' questions promptly
- Being professional throughout the transaction
- Making sure the item is sold to the buyer as described in your listing

Be sure to follow the guidelines in this policy. If you don't, your listings may be removed, and you may be subject to a range of other actions, including restrictions of your buying and selling privileges and suspension of your account.

### **Item description**

The listing page serves as the main source of information for buyers, helping them decide what to buy and what to expect when they get an item. So the page should only be used to describe the item for sale and to professionally communicate the terms of the sale.

You're required to:

- Describe only the item you're selling in the listing.
- It's important that you clearly specify the terms and conditions of the sale in your listing, so buyers know what to expect.
- Provide precise and detailed requirements for the buyers to get approval for participating in the bidding/offering process on your item
- Show opens house dates
- Attach all mandatory disclosures and reports

- Describe if your item is available for viewing at any other dates, besides the open house dates
- Describe in details the condition of the item
- Attach interior and exterior pictures

You may not:

- Include conflicting or misleading product information in a listing. For example, note that an item is located in top rated school district, when it is not.
- Include pictures that don't accurately represent the item for sale.
- Include comments that discourage buyers from participating or that could make them lose trust in HoustonHomesAuction sellers and our website.

## **Communication**

Do whatever you can to provide excellent customer service. Meeting or exceeding buyers' expectations can help you improve your performance on HoustonHomesAuction:

- Respond promptly to any questions during the bidding or buying process, as well as after the item has been purchased.
- Communicate professionally, including in your emails.
- Be responsive to any buyer concerns or problems.
- You're not allowed to use profane or offensive language with anyone on HomeAuctionPros.com.

## **Other rules for sellers**

You're responsible for reviewing and understanding our rules for sellers, as well as all applicable laws and regulations in the User Agreement. Knowing our policies before you list an item can lead to smoother, more successful transactions, and it can help you avoid breaking rules by mistake.

## **Payment**

You're responsible for all charges up to the amount as set in an online account, and you shall pay all charges in U.S. Dollars. Unless agreed to by the parties in writing, Customer shall pay all charges in accordance with the payment terms. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. You're responsible for paying (y) all taxes, government charges, and (z) reasonable expenses and attorneys fees HoustonHomesAuction incurs collecting late amounts. To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid visits) unless claimed within 60 days after the charge (this does not affect Customer's credit card issuer rights). Charges are solely based on HoustonHomesAuction usage measurements for the applicable item, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of HoustonHomesAuction and only in the form of advertising credit for only HoustonHomesAuction postings. Nothing in these Terms may obligate HomeAuctionPros.com to extend credit to any party. You acknowledge and agree that any credit card and related billing and payment information that you provide to HomeAuctionPros.com may be shared by HoustonHomesAuction with companies who work on HomeAuctionPros.com' behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to HoustonHomesAuction and servicing your account. HoustonHomesAuction may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. HoustonHomesAuction shall not be liable for any use or disclosure of such information by such third parties.

## **Privacy Policy**

### **Scope**

This Privacy Policy describes how we handle your personal information for our services on the HoustonHomesAuction websites. It applies generally to the HoustonHomesAuction website and content and other related websites where this policy appears in the footer of the page. The policy that applies on any of our domains or subdomains is always the policy that appears in the footer of each website.

Our subsidiaries' and joint ventures' privacy practices are similar to those described in this Privacy Policy. Subject to the requirements of applicable law, we strive to provide a consistent set of privacy practices throughout the global HoustonHomesAuction.com trading community. By accepting the Privacy Policy and the User Agreement in registration, you expressly consent to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy.

### **Collection**

You can browse our sites without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to provide us with personal information, you consent to the transfer and storage of that information on our servers located in the United States.

We may collect and store the following personal information:

- email address, physical contact information, and (depending on the service used) sometimes financial information, such as credit card or bank account numbers;
- transactional information based on your activities on the sites (such as bidding, buying, selling, item and content you generate or that relates to your account);
- shipping, billing and other information you provide to purchase or ship an item;
- other information from your interaction with our sites, services, content and advertising, including computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
- additional information we ask you to submit to authenticate yourself or if we believe you are violating site policies (for example, we may ask you to send us an ID or bill to verify your address, or to answer additional questions online to help verify your identity or ownership of an item you list);
- information from other companies, such as demographic and navigation data; and other supplemental information from third parties (for example, if you incur a debt to HoustonHomesAuction we will generally conduct a credit check by obtaining additional information about you from a credit bureau, as permitted by law).

### **Marketing**

We don't sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize our services, content and advertising. If you don't wish to receive marketing communications from us or participate in our ad-customization programs, simply indicate your preference in My Account or by following the directions provided with the communication or advertisement.

### **Use**

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience. You agree that we may use your personal information to:

- provide the services and customer support you request;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our User Agreement;
- customize, measure and improve our services, content and advertising;
- tell you about our services and those of our corporate family, targeted marketing, service updates, and promotional offers based on your communication preferences; and
- compare information for accuracy and verify it with third parties.

### **Our Disclosure of Your Information**

We may disclose personal information to respond to legal requirements, enforce our policies, respond to claims that a listing or other content violates the rights of others, or protect anyone's rights, property, or safety. Such information will be disclosed in accordance with applicable laws and regulations.

We may also share your personal information with:

- Service providers under contract who help with our business operations (such as fraud investigations, bill collection, affiliate and rewards programs and co-branded credit cards).
- Other third parties to whom you explicitly ask us to send your information (or about whom you are otherwise explicitly notified and consent to when using a specific service).
- Law enforcement or other governmental officials, in response to a verified request relating to a criminal investigation or alleged illegal activity. In such events, we will disclose information relevant to the investigation, such as name, city, state, zip code, telephone number, email address, User ID history, IP address, fraud complaints, and bidding and listing history.
- Other business entities, should we plan to merge with or be acquired by that business entity. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information will be used contrary to this policy, you will receive prior notice.)

Without limiting the above, in an effort to respect your privacy and our ability to keep the community free from bad actors, we will not otherwise disclose your personal information to law enforcement, other government officials, or other third parties without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss or to report suspected illegal activity.

### **Information You Share on HoustonHomesAuction**

Your Display Name is displayed throughout HoustonHomesAuction (and so available to the public), and is connected to all of your HoustonHomesAuction activity. Other people can see your bids, purchases, items for sale, feedback, ratings and associated comments. Notices sent to other community members about suspicious activity and policy violations on our sites refer to Display Names and specific items. So if you associate your name with your Display Name, the people to whom you have revealed your name will be able to personally identify your HoustonHomesAuction activities.

If you access our sites from a shared computer or a computer in an internet café, certain information about you, such as your Display Name, activity or reminders from HoustonHomesAuction, may also be visible to

other individuals who use the computer after you.

### **Using Information from HoustonHomesAuction**

HoustonHomesAuction enables you to share personal and financial information to complete transactions. We encourage you to disclose your privacy practices and respect the privacy of other users. We cannot guarantee the privacy or security of your information and therefore we encourage you to evaluate the privacy and security policies of your trading partner before entering into a transaction and choosing to share your information. To help protect your privacy, we allow only limited access to other users' contact, shipping and financial information to facilitate your transactions. When users are involved in a transaction, they may have access to each other's name, Display Name, email address and other contact information through the means of HomeAuctionPros.com.com. In all cases, you must give other users a chance to remove themselves from your database and a chance to review what information you have collected about them.

You agree to use user information only for:

- HoustonHomesAuction transaction-related purposes that are not unsolicited commercial messages;
- using services offered through HoustonHomesAuction (such as escrow, and fraud complaints), or
- other purposes that a user expressly chooses.

### **Cookies**

We use "cookies" (small files placed on your hard drive) on certain of our pages to help analyze our web page flow; customize our services, content and advertising; measure promotional effectiveness, and promote trust and safety.

A few important things you should know about cookies are that:

- We offer certain features that are available only through the use of cookies.
- We use cookies to help identify you and maintain your signed-in status.
- Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session.
- You are always free to decline our cookies if your browser permits, although doing so may interfere with your use of some of our sites or services.
- You may encounter cookies from third parties on certain pages of the sites that we do not control. (For example, if you view a web page created by another user, there may be a cookie placed by that web page.)

### **No Spam, Spyware or Spoofing**

We and our users do not tolerate spam. Make sure to set your HoustonHomesAuction communication preferences so we communicate to you as you prefer. You are not licensed to add other HoustonHomesAuction users, even a user who has purchased an item from you, to your mailing list (email or physical mail) without their express consent. To report HoustonHomesAuction -related spam or spoof emails to HoustonHomesAuction, please forward the email to [support@HomeAuctionPros.com](mailto:support@HomeAuctionPros.com). You may not use our communication tools to send spam or otherwise send content that would violate our User Agreement. We automatically scan and may manually filter messages to check for spam, viruses, phishing attacks and other malicious activity or illegal or prohibited content, but we do not permanently store messages sent through these tools.

## **Account Protection**

Your password is the key to your account. Use unique numbers, letters and special characters, and do not disclose your HoustonHomesAuction password to anyone. If you do share your password or your personal information with others, remember that you are responsible for all actions taken in the name of your account. If you lose control of your password, you may lose substantial control over your personal information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify HoustonHomesAuction and change your password.

## **Accessing, Reviewing and Changing Your Personal Information**

You can see, review and change most of your personal information by signing on to HoustonHomesAuction. Generally, we will not manually modify your personal information because it is very difficult to verify your identity remotely. You must promptly update your personal information if it changes or is inaccurate. Once you make a public posting, you may not be able to change or remove it. Upon your request, we will close your account and remove your personal information from view as soon as reasonably possible, based on your account activity and in accordance with applicable law. We do retain personal information from closed accounts to comply with law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce our HoustonHomesAuction User's Agreement, and take other actions otherwise permitted by law.

## **Security**

Your information is stored on our servers located in the United States. We treat data as an asset that must be protected and use lots of tools (encryption, passwords, physical security, etc.) to protect your personal information against unauthorized access and disclosure. However, as you probably know, third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse your personal information that they collect from the site. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

## **Third Parties**

Except as otherwise expressly included in this Privacy Policy, this document addresses only the use and disclosure of information we collect from you. If you disclose your information to others, whether they are bidders, buyers or sellers on our sites or other sites throughout the internet, different rules may apply to their use or disclosure of the information you disclose to them.

HoustonHomesAuction does not control the privacy policies of third parties, and you are subject to the privacy policies of those third parties where applicable. We encourage you to ask questions before you disclose your personal information to others.

## **General**

We may amend this Privacy Policy at any time by posting the amended terms on this site. All amended terms automatically take effect 30 days after they are initially posted on the site. If your questions are not answered online, you may write to us at: HoustonHomesAuction, Find Customers Fast, LLC 30 N. Gould St., STE R Sheridan, WY 82801, or using the [Contact Us](#) form.