

TERMS AND CONDITIONS  
brixNflix.com

Before accessing or using any of the real estate and property information services, video production services and/or and real estate sales services (collectively, the “Services”) made available to you, the end user (the “Customer”) by Front Door Productions, LLC, its domain, brixNflix, and website, brixNflix.com (collectively, the “Company”), YOU MUST AGREE TO THE FOLLOWING TERMS AND CONDITIONS (the “Terms and Conditions” or the “Agreement”).

By accessing the Services, completing the registration process, and/or submitting any photos, art, voice tracks, pre-produced videos and information data (collectively, the “Content”) you, the Customer, agree to be legally bound by these Terms and Conditions. You also agree to follow our guidelines and submission policies as stated on the brixNflix site.

The Company may update these terms and conditions at any time and without notice. The latest version of the terms and conditions is available on the brixNflix website. If you object or disagree with any of these Terms and Conditions, then you agree that you will not use the brixNflix site. If you are registered and object or disagree with any subsequent modifications to these Terms and Conditions, you agree that you will discontinue usage of the Services and notify the Company of your termination at: Termination, brixNFlix.com, 47 W Division #445, Chicago, IL 60610. Your continued use of the brixNflix site constitutes waiver of any objection to these Terms and Conditions, as they exist or are amended from time to time.

## PROVISIONS

### 1. Registered User Account and Password – the “Seller”

Upon registering with brixNflix, any real estate agent, developer, builder, exchange company or other individual or company marketing a property (the “Seller”) must create a user account by providing information including an email address (the “Login”) and a password. The Company requires that each registered user maintain a valid email address and password which shall be used to login to the brixNflix system. Registered users, “Sellers,” are responsible for maintaining the confidentiality of their individual accounts and are solely responsible for any activities that occur under that account. Sellers shall not allow others to use the brixNflix system under or through Seller’s Login and/or Password. Registered users agree to immediately notify [security@brixNflix.com](mailto:security@brixNflix.com) of any unauthorized use of the Seller’s account or any other breach of security known to them.

The Company utilizes email as a primary communication channel with Sellers. As a registered user, the Seller hereby acknowledges and grants the Company permission to utilize email as well as phone or fax for purposes that may include site updates, service announcements, promotional marketing messages and other purposes the Company deems relevant. Seller shall keep his/her email address valid at all times, and Seller is

deemed to have received all email communications from the Company unless Seller has first notified the Company that the Seller's email is no longer working.

The Company has the right to refuse service to any Customer, individual, organization, firm and its members if they refuse to abide by, or in any way breach the terms and conditions stated herein, or abuse rights related to the services of the Company.

The Company may provide hyperlinks to other web sites operated by parties other than the Company and its subsidiaries. These links may provide services or products that take you off the brixNflix site and outside its Services. They may include advertisers, professional resources, establishments, service providers ("Third Parties") who may use the brixNflix logo as part of a co-branding partnership. When the link takes you off the brixNflix site, the Company does not assume liability for any business or individual or the content of the Third-Party's website, nor does it warrant the offerings, accuracy, legality, security systems, copyright compliance, or any other fact or matter of such Third-Parties, and you agree to waive any and all claims, costs, damages, expenses (including attorney's fees) against the Company, its officers, directors, managers, members, employees, insurers and agents arising from or in any way related to your use of the Third-Parties' websites. The Company has no control over Third Party sites and different Terms and Conditions and Privacy Policy may be in force.

## **2. Services**

### **The "Seller" User**

The Company grants the registered Seller the right to use the brixNflix website Services exclusively for the marketing of properties they represent at specific costs determined by the Company and posted on the site. These privileged Seller Services cannot be assigned, sub-licensed, distributed, or otherwise transferred to anyone other than the registered user without the direction or written permission of the Company.

*Property Data Submission:* Seller agrees not to submit any property descriptions, financial data, contact or other information for properties, unless the Seller represents and warrants that each property and associated information is accurate. The Seller further agrees not to advertise/post a property on the brixNflix system under a name other than the property owner or the owner's representative who is a designated, licensed real estate agent engaged under the terms of a duly executed listing Agreement to market the property for the owner. The Company may remove Properties alleged to be submitted in violation to this provision, and may require additional evidence of compliance from those Sellers. The Company will refuse Service to any Seller who is a repeat offender.

*Video Content Submission:* The Seller represents and warrants that the Seller has all the necessary rights and authorizations to post Content on the brixNflix site and that the Seller owns, controls or has the licenses, consents and permission to use the Content, materials and intellectual property therein, including but not limited to all images, art, video files, and pre-produced music and voiceover. The Seller further represents and warrants that the Seller has all the necessary rights and authorization to publish and advertise the Content on the brixNflix website or any website or email service that is part of the brixNflix distribution system, and Seller hereby indemnifies the Company, its directors, officers, managers, members, shareholders, employees, insurers and agents

from and against any and all actions, claims, costs, damages, expenses (including actual attorneys' fees incurred), losses and liabilities arising from or in any way related to a claim of infringement, misappropriation or other violation of any intellectual property right. The Company does not permit activities infringing on copyrights or intellectual property rights on its brixNflix website and will remove all Content submissions when notified of a Content infringement. The Company adheres to the DMCA, the Digital Millennium Copyright Act (<http://www.copyright.gov/legislation/dmca.pdf>).

Additionally, the Seller agrees that the Content uploaded a) does not violate any Fair Housing law or regulation, b) does not contain material or information that is obscene or threatening, c) does not contain any viruses, worms, Trojan horses or any programming routines that are intended to damage, interfere with, intercept, or expropriate Company system data, or personal user information. All Property videos created on site by Seller and all Property Videos created by brixNflix are automatically identified with the brixNflix logo on the brixNflix site and throughout the brixNflix distribution system. The Company shall take all reasonable efforts to backup data but the Seller is solely responsible for backing up all Content submitted to the brixNflix website.

*Distribution:* The Seller agrees that brixNflix shall have the right to use the Property Video and other information or photos submitted to it for any purpose, including without limitation to be searched, displayed, copied, emailed, accessed, and referred to by users of the brixNflix website. The Company shall have the sole authority to choose the manner in which any Property Video and the Content will be searched, displayed, accessed, downloaded, copied, emailed or otherwise used on the brixNflix website or its distribution system, including those Property Videos a) created by the Seller using uploaded content and the brixNflix proprietary source code, video definitions and process on site, b) created by the Company using Seller uploaded content or, c) pre-produced videos uploaded by the Seller, and Company modified by resizing and format conversion adaptation for the brixNflix website.

*Property Management:* The Seller agrees to maintain accurate information including a current contact phone number, and email address, current brokerage name and logo, plus the status of the property: under contract, closed, or active or temporarily off the market. The Company accepts no responsibility for accuracy of data and files submitted by the Seller.

### **The Buyer User**

Any home/property seeking buyer (the "User") wishing to search for property published in video form, with property details and photos on the brixNflix site may do so cost-free, without registration. A User may search the brixNflix property video Service postings, determine individual search criteria and receive a subset of results that include all available property videos matching the designated search parameters of the User.

*Use of Information:* The User agrees to treat all information, Content, made available to the User as proprietary to the Company. The User may access the Property Videos, photos and details in the Service solely to obtain initial information, and contact information with the Property representative in order to further investigate or physically view the Property listing. The Company does not endorse or recommend any Content, nor guarantee its accuracy, so User uses Content at User's own risk. Other video news and seller/buyer questions and answers (the "ABCs of Real Estate"), individually and

collectively, the Service and any and all Content offered by the Seller are provided solely for general information, and do not constitute real estate, legal, tax, accounting or other professional advice, and should not be construed as such. The Company explicitly denies the provision of any legal, tax, accounting or other professional advice, and User must consult an appropriate professional for such advice and counsel.

### **3. Conditions**

The Seller and User shall limit use of Property Videos and Content to personal use and shall not use any information obtained from the Service, for or in connection with any other listing service or device without the direction and written authorization of the Company. Seller or User shall not use the brixNflix Service as part of any effort to compete with the Company by providing the brixNflix Seller database or any other Service feature on the brixNflix site, alone or in combination, to and with any third party action that may cause a loss of existing or potential Sellers or Users for the brixNflix site. No Seller or User shall remove, tamper, erase or eliminate any copyright or proprietary notice used graphically or in code on any aspect of the brixNflix site. Sellers and Users shall be liable under the full extent of the law for any violation of this condition.

Unsolicited Email (Spam): Sellers and Users are prohibited from using the brixNflix system or its tools to send or generate Unsolicited Email (“Spam”). Any use of the site for the purpose of transmitting or generating Spam will result in the termination of Seller’s and/or User’s right to use the brixNflix website.

Ownership and License Grant: The Company retains all rights (including Intellectual Property Rights defined below) title and interest in and to the brixNflix Web site and worldwide properties, software, products, services, sites, video production technology, advertising, brochures, Star Properties, Video News, ABCs of Real Estate, design and layout, and pages, including, without limitation those that exist now or later developed plus all underlying technology, process protocol, and data including enhancements, improvements, scripts and source code. Sellers and Users will not copy, reverse engineer, merge, disclose, sell or transfer the Company’s source code, process or structure. As used herein, Intellectual Property Rights include all right associated with works of authorship, including copyright and/or Patent applications, copyright registration, trademark or service mark applications or registrations, trade names, logos, trade secrets, software code, technological processes, and other rights relating to intangible properties.

Payment Terms: Sellers agree to pay for all video plans ordered through the brixNflix web site the brixNflix or via the brixNflix sales team. The specific number and type of product, service, or advertising unit ordered determine fees owed. Property Video Plans or other products or services ordered shall not be delivered without full payment at time of order. The Seller shall pay any and all court costs and expenses, including actual attorney’s fees, incurred in the collection of monies due to the Company for products ordered through the brixNflix website, or arising from the rejection, chargeback or holdback of Seller’s credit card. All property video postings will expire 90 days (unless a posting extension is ordered) from date of purchase. Prior to expiration, brixNflix will notify Seller of the expiration and Seller shall have the option to renew for an additional 90-day posting for in exchange for Seller’s agreement to pay all applicable fees as posted on the site’s order confirmation page. All video plans ordered in bulk will expire 180

days from date of posting on the brixNflix site. Star property placements on the Home Page and Category Home Pages expire one week (7 days) after posting on in the Star Property slots. Each Star Property rotates with others upon page click.

#### **4. Indemnity**

The Seller shall defend, indemnify and hold harmless the Company, brixNflix and Company affiliates, its officers, directors, shareholders, managers, members, employees, agents and insurers, from and against all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings (each a "Claim") made or brought by any third party against any of the Sellers, including without limitation actual attorney's fees and expenses, in connection with any breach of any representation or warranty contained in these Terms and Conditions, or any claim or allegation that Seller's Content contains material or information that is obscene, libelous, or otherwise invades the rights of any third party. The Company shall provide a Seller with prompt notice of any such Claim.

#### **5. Warranty Disclaimers**

The Company, its affiliates, officers, directors, managers, members, shareholders, licensees, employees, agents, attorneys, consultants, contractors, or third party service providers or their agents do not make any warranty or representation whatsoever regarding the brixNflix website indices and search indexes. All warranties, express or implied, including, without limitation, any warranties as to the availability, accuracy or content of or included in the search indexes or as to the information, products or services available from or through the brixNflix search indexes, or as to the availability of the brixNflix website are hereby excluded, and Seller and User hereby waive any and all claims against the Company arising out of or in any way related to a claim for breach of any warranty by the Company.

*Limitation of Liability:* Under no circumstances will the Company be liable to another party for indirect, incidental, special or exemplary damages of any kind arising from the use of the brixNflix Web site, the content, posting, transmitting, or distributing therefrom in any manner whatsoever even if that party has been advised of the possibility of such damages whether or not based on contract, tort or any other legal theory.

#### **6. Governing Law.**

These Terms and Conditions and the Services and products provided by the Company shall be governed by the laws of the State of Illinois, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Chicago, Cook County, Illinois for the adjudication of any disputes or claims related to these Terms and Conditions, and each Seller or User hereby waives any and all right to transfer or change the venue of any action brought in accordance with these Terms and Conditions. If any of the provisions of these Terms and Conditions is found to be invalid or unenforceable by a court or competent jurisdiction, the invalidity of such provisions shall not effect the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. These Terms and Conditions, together with the Privacy Statement at <http://www.brixNflix.com/privacy.html> and any other legal notices published by the Company on the brixNflix Web site, shall constitute

the entire agreement between the Seller and/or User and the Company concerning the brixNflix Website. The Company reserves the right to amend these Terms and Conditions at any time and without notice, and it is the Seller's and the User's responsibility to review these Terms and Conditions for any changes.

June 12, 2011