

# Terms of Use

You are currently viewing a page of a website belonging to an affiliate company (“Affiliate Company”) of HomeServices of America®, Inc. doing business as HomeServices Title & Closing, which is a national network of local providers. This website and any of the services provided by the Affiliate Company or any of its agents or other affiliates in connection with this website are being provided to you expressly subject to these Terms of Use.

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the relationship between you and the owner of this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'us' or 'we' or 'our' refers to the Affiliate Company. HomeServices Title & Closing's registered office is 6800 France Avenue South, Suite 610, Edina, MN 55435. The term 'you' or 'your' refers to the user or viewer of our website. The use of this website is subject to the following:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, some personal information may be stored by us for future use.

Some of our websites include registration forms that require users to give us information (like your name), unique identifiers (such as your email address), and demographic information (like your zip code or age). This information is shared among the HomeServices of America® family of websites and affiliates so that, when possible, you can enjoy member benefits without having to register more than once.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and other materials (defined below) found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meets your specific requirements.

This website contains material that is owned by or licensed to us. This “material” includes, but is not limited to, the design, layout, look, appearance, content, graphics and forms. Reproduction is prohibited other than in accordance with the copyright notice, which is included as part of these terms and conditions.

All trademarks and servicemarks reproduced in this website, which are not the property of, or licensed to, the operator, are acknowledged on the website.

Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.

From time to time this website may also include links to other websites or posts from other users. These links and posts are provided for your convenience to provide further information. They do not signify that we endorse the website(s) or the post. We have no responsibility for the content of the linked website(s) or posts of other users except as expressly stated herein. We reserve the right to add, modify, remove all material of the website in our sole and absolute discretion including, without limitation, links and posts.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the State of Minnesota.

## **Disclaimer**

The information contained in this website is for general information purposes only. The information is provided by Affiliate Company and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we or HomeServices of America® (or any other affiliate thereof) be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profit, arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Affiliate Company or HomeServices of America®. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep this website up and running smoothly. However, Affiliate Company and HomeServices of America® takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## **Limitation of Liability**

To the extent permitted by applicable law and to the extent that Affiliate Company or HomeServices of America® is otherwise found responsible for any damages, it is responsible for actual, out-of-pocket damages only. To the extent permitted by law, in no event shall Affiliate Company or HomeServices of America® be liable for any incidental, indirect, exemplary, punitive and consequential damages, lost profits, or damages regardless of cause (such as resulting from lost data or business interruption resulting from the use of or inability to use the website information, services or the materials of the website) whether based on warranty, contract, tort, delict, or any other legal theory, and whether or not Affiliate Company or HomeServices of America® is advised of the possibility of such damages. To the extent permitted by law, the remedies stated for you in these terms of use are exclusive and are limited to those expressly provided for in these Terms of Use.

## **Copyright**

This website and its materials is protected by copyright ownership of Affiliate Company and HomeServices of America® © 2016. All rights reserved.

Any redistribution or reproduction of part or all of this website or its materials in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only;
- you may copy the materials to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the material. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## **Legal Copyright Notice**

In accordance with Digital Millennium Copyright Act ("DMCA") provisions that are applicable to Internet Service Providers (17 U.S.C. § 512), Affiliate Company and HomeServices of America® takes the ownership of materials/content very seriously, and has a strict policy to protect ownership of content displayed on this website, or any HomeServices of America® hosted subdomain, subdirectory, mega tag or the like. If you believe that your work and/or intellectual property has been posted on this website in a manner that infringes upon your copyright, please provide the following written information to the designated copyright agent stated below:

- An electronic or physical signature of the persona authorized to act on the behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A direct link to, or a full description of location of the infringing material upon this site, or a hosted subdomain;
- Your address, telephone number, and email 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 owner or authorized to act on the copyright owner's behalf.

Please ensure that you are the lawful copyright owner or have right to the copyright under the requirements of the DMCA prior to sending notice to the designated copyright agent To contact the designated agent regarding these matters, please direct all inquiries to:

DMCA Contact Name: Holly Smith  
Address: 11601 Granda Lane, Leawood, KS 66211  
Telephone Number: (913) 491-1001  
Email Address: HollySmith@kansascitytitle.com

## **eDisclosure Agreement**

### **Your Consent To Do Business Electronically (the eDisclosure Agreement)**

The transaction we are closing for you involves various disclosures, records, and documents ("Closing Documents"), including this eDisclosure Agreement. The purpose of this eDisclosure Agreement is to obtain Your consent to receive certain Closing Documents from Us in electronic form rather than in paper form. With Your consent, You will also be able to sign and authorize these Closing Documents electronically, rather than on paper.

Before We can engage in this transaction electronically, it is important that You understand Your rights and responsibilities. Please read the following and affirm Your consent to conduct business with Us electronically. For purposes of this eDisclosure Agreement, "eDisclosures" means the Closing Documents related to this transaction that are provided electronically, "You" and "Your" mean the borrower(s) under the applicable transaction to which such Closing Documents apply, and "We", "Our" and "Us" mean the applicable title officers, closing officers, loan processor(s) or mortgage banker(s) with whom You are transacting business for the transfer of the property that is the subject of the transaction or the loan You are obtaining.

### **YOUR CONSENT**

- Your consent to participate in this transaction electronically will apply to all Closing Documents for the property that is the subject of the transaction or the applicable loans for which You are applying. If You provide Your consent by clicking the "I agree" button at the bottom of the page, We will conduct this transaction electronically, instead of providing You with the Closing Documents in paper form.
- If a document related to Your transaction is not available in electronic form, a paper copy will be provided to You free of charge.
- Conducting this transaction electronically is an option. If You choose not to accept receipt of eDisclosures, paper Closing Documents will be mailed to You.
- If You do not consent to receive these Closing Documents electronically, You will be provided with copies of the Closing Documents in paper form. Additionally:
- You will not be required to pay a fee for receiving paper copies of the Closing Documents.

## **WITHDRAWAL OF CONSENT**

- You have the right to withdraw Your consent at any time. By declining or revoking Your consent to receive eDisclosures, We will provide You with the Closing Documents in paper form.
- If You originally consent to receive eDisclosures, but later decide to withdraw Your consent, You can do so by clicking on the "I do not agree" button, or by notifying Us at:  
Phone: (913) 491-1001  
Address: 11601 Granada Lane, Leawood, KS 66211
- If You originally consent to receive eDisclosures, but later withdraw Your consent:  
You will not be required to pay a fee for withdrawing consent and receiving paper copies of the Closing Documents.

## **OBTAINING PAPER COPIES**

- After Your consent is given, You may request from Us paper copies of Your Closing Documents. Please send this request to Us at:  
Address: 4721 South Cliff Ave. Ste. 150, Independence, MO 64055
- If You request Paper copies of the Closing Documents You will not be required to pay a fee for receiving paper copies of the Closing Documents.

## **SYSTEM REQUIREMENTS**

- In order to receive eDisclosure, You must have a computer with Internet access and an Internet email account and address; an Internet browser using 128-bit encryption or higher, Adobe Acrobat 7.0 or higher, SSL encryption and access to a printer or the ability to download information in order to keep copies of Your eDisclosures for Your records.
- If the software or hardware requirements change in the future, and You are unable to continue receiving eDisclosures, paper copies of such Closing Documents will be mailed to You once You notify Us that You are no longer able to access the eDisclosures because of the changed requirements. We will use commercially reasonable efforts to notify You before such requirements change. If You choose to withdraw Your consent upon notification of the change, You will be able to do so without penalty.

## **HOW WE CAN REACH YOU**

- You must promptly notify Us if there is a change in Your email address or in other information needed to contact You electronically. You can contact Us at:  
Phone: 816-524-9009  
Address: 4721 South Cliff Ave. Ste. 150, Independence, MO 64055
- We will not assume liability for non-receipt of notification of the availability of eDisclosures in the event Your email address on file is invalid; Your email or Internet service provider filters the notification as

“spam” or “junk mail”; there is a malfunction in Your computer, browser, Internet service and/or software; or for other reasons beyond Our control.