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Welcome to Dan Helwig, Inc. REALTORS®. This page describes the terms and conditions that govern your use of the Dan Helwig, Inc. REALTORS® website(s), including your subscription to a Dan Helwig, Inc. REALTORS® account (collectively the "Site"). Please see Dan Helwig, Inc. REALTORS® Privacy Notice for information on Dan Helwig, Inc. REALTORS® data collection practices.

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## **Acceptance of the Terms of Use**

The Site is offered to you by Dan Helwig, Inc. ("Dan Helwig, Inc. REALTORS® " or "We" or "us") subject to your acceptance without modification of all of the terms and conditions set forth here. These terms and conditions ("Terms of Use") are entered into by and between you and Dan Helwig, Inc. REALTORS® and govern your access to and use of the Site, including any content, information, features, and functionality available on or through the Site. Please read the Terms of Use carefully before you use the Site.

BY USING THE SITE YOU (A) REPRESENT THAT YOU ARE LOCATED IN THE UNITED STATES; (B) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; (C) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) ACCEPT THESE TERMS OF USE AND AGREE THAT THEY ARE AN AGREEMENT BETWEEN YOU AND US, AND (D) REPRESENT THAT YOU HAVE NOT PREVIOUSLY BEEN SUSPENDED OR REMOVED FROM THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. As a user of the Site, it is your responsibility to regularly review these Terms of Use.

## **The Site and its Content**

The Site is designed to provide you with access to residential and commercial real estate listings, real estate related information, and information about Dan Helwig, Inc. REALTORS® and our independent sales professionals.

We reserve the right to access and use the Site, and any content and information therein, to the extent necessary to run the Site and make it available to you and others, to protect the Site, and to evaluate and improve the Site. With respect to any content or information that you enter into Site, if any, we acknowledge that we do not own that content or information and do not have the

right to access that content or information except as set forth herein, and we may not disclose content or information that you enter into the Site to third parties except as described in our Privacy Notice required to comply with a government subpoena, other compulsory government request, or court order.

The layout, formatting, and features of and access privileges for the Site shall be as determined or specified by us in our sole discretion. We shall also have the sole right to modify, upgrade, and change the Site. We will not be liable if for any reason all or any part of the Site or its content is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, in our sole discretion. Dan Helwig, Inc. REALTORS® may terminate your access to and use of the Site, or any part of the Site, for any reason, with or without notice.

## **Accessing the Site and Account Security**

To create an account at danhelwigrealtors.com (the "Account"), you will be asked to provide certain registration details or other information. It is a condition of your use of the Site and the Account that all the information you provide is true, accurate, current, and complete.

You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so others cannot view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **Third Party Services**

The Site contains links to third party websites ("Third Party Sites"). Third Party Sites may include:

- Dan Helwig, Inc. REALTORS® sales associates and
- Service providers who have a relationship with Dan Helwig, Inc. REALTORS®.

These Terms of Use and Dan Helwig, Inc. REALTORS® Privacy Notice only apply when you are on the Site. Different terms, conditions, and privacy notices will apply when you access or use Third-Party Sites, so you should read the applicable terms of use and privacy notice before using Third-Party Sites or disclosing any personal information. When you access third-party resources on the internet, you do so at your own risk. Third-Party Sites are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any

such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Third-Party Site.

## **License Grant and Restrictions**

Subject to your compliance with these Terms of Use, we hereby grant to you a limited, revocable, non-transferrable, non-exclusive and non-sublicensable license to use of the Site. All rights to use the Site are granted on the condition that such rights are forfeited if you fail to comply with the Terms of Use. These Terms of Use provide only a license and not an assignment or sale. We transfer no ownership or intellectual property interest or title in and to the Site to you or anyone else. Further, we reserve all rights not expressly granted by these Terms of Use. Accordingly, you may not modify, translate, decompile, reverse engineer, create derivative work(s) of, copy, distribute, disassemble, broadcast, film, transmit, display, publish, remove, or alter any proprietary notices or labels, license, sublicense, permit use by any (other) person or entity, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Site. In addition, you shall not enter into any contractual relationship or other legally binding obligation with any third party or person which shall have the purpose or effect of encumbering Dan Helwig, Inc. REALTORS® or the Site.

## **User Obligations**

You agree to abide by all applicable local, state, national, and international laws and regulations regarding your use of the Site. By accessing or using the Site, you represent that you are at least eighteen (18) years of age (or the legal age of majority, whichever is greater). You also acknowledge and agree that use of the internet and the Site is solely at your own risk.

## **OPT-OUT**

By providing your phone number, you agree to receive text messages from Dan Helwig, Inc. REALTORS® regarding updates, offers, and promotions. Reply STOP to opt-out anytime. Message and data rates may apply.

## **Intellectual Property Rights**

The Site and their features and functionality (including but not limited to all software, displays, capabilities, and the design, selection, and arrangement thereof) are owned by Dan Helwig, Inc. REALTORS®, its licensors, or other providers of such features and functionality and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

If you modify the features and functionality or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop

immediately. No right, title, or interest in or to the Site is transferred to you, and all rights not expressly granted are reserved by Dan Helwig, Inc. REALTORS®. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **Trademarks**

Dan Helwig, Inc. REALTORS® name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Dan Helwig, Inc. REALTORS®, which may be registered in the United States or other jurisdictions. You must not use such marks without the prior written permission of Dan Helwig, Inc. REALTORS®.

## **Copyright Complaints**

It is the policy of Dan Helwig, Inc. REALTORS® to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). If you believe that your work has been copied in a way that constitutes copyright infringement, you may submit a notification pursuant to the DMCA by providing our DMCA Designated Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further information):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement and counter-notices should be sent to our DMCA Designated Agent either by email or regular mail, at the following addresses:

By email: [danhelwigrealtors@gmail.com](mailto:danhelwigrealtors@gmail.com)

By mail:

Dan Helwig, Inc. REALTORS®  
1415 Bethlehem Pike  
Flourtown, PA. 19031

For both email and postal mail notices, please include "Notice of Infringement" in the subject line. If a notice is incomplete, Dan Helwig, Inc. REALTORS® is under no obligation to act.

If Dan Helwig, Inc. REALTORS® removes or restricts access to content in response to a copyright complaint, Dan Helwig, Inc. REALTORS® will make a good faith effort to contact the alleged infringer with information concerning the removal or restriction of access, including a copy of the complaint. If the alleged infringer believes its content was removed in error, then pursuant to the DMCA, it can submit a counter-notification to Dan Helwig, Inc. REALTORS® requesting that the removed content be reinstated.

Dan Helwig, Inc. REALTORS® has a policy of terminating repeat infringers. If Dan Helwig, Inc. REALTORS® receives multiple copyright complaints pertaining to an alleged infringer, Dan Helwig, Inc. REALTORS® may terminate or restrict the alleged infringer's access to the Site or take steps to limit or prohibit that person's content from appearing on the Site.

## **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries and any laws relating to the protection of personal data of individuals).
- To impersonate or attempt to impersonate another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To contact Dan Helwig, Inc. REALTORS® or sales associates for purposes other than assisting you with your real estate needs, such as marketing products or services.
- To infringe upon the rights of others or to engage in activity that violates the privacy rights of others.
- To remove or modify any copyright or other intellectual property notices that appear in the Site.
- To upload invalid data, worms, viruses, or other software agent to the Site.
- To use any software that intercepts, "mines," or otherwise collects information through or from the Site.
- To use the information provided by Company through the Site in making any loan-related decisions.
- To access or use the Site to develop competitive products or services.
- To access password protected, secure, or non-public areas of the Site.
- To create links from any website or webpage to any page within the Site, and you agree that if Dan Helwig, Inc. REALTORS®, in its sole and unfettered discretion, requests in writing that you remove any link or links to the Site, you will promptly do so.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Dan Helwig, Inc. REALTORS® or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Circumvent any restrictions on access to or availability of the Site.
- Engage in activity that is harmful to you, the Site, or others.
- Infringe upon the rights of others.
- Engage in activity that violates the privacy of others.
- Help others break these rules.
- Otherwise attempt to interfere with the proper working of the Site.

## **Disclaimer of Warranties**

YOUR USE OF THE SITE AND ITS CONTENT IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER DAN HELWIG, INC. REALTORS® NOR ANY PERSON ASSOCIATED WITH DAN HELWIG, INC. REALTORS® MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER DAN HELWIG, INC. REALTORS® NOR ANYONE ASSOCIATED WITH DAN HELWIG, INC. REALTORS® REPRESENTS OR WARRANTS THAT THE SITE WILL OPERATE UNINTERRUPTED OR IN A MANNER THAT WILL MEET YOUR PARTICULAR REQUIREMENTS AND/OR NEEDS. TO THE FULLEST EXTENT PROVIDED BY LAW, DAN HELWIG, INC. REALTORS® HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. DAN HELWIG, INC. REALTORS® ALSO DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT, THE MATERIALS, THE ACCURACY OF THE INFORMATION, AND/OR THE QUALITY OF THE INFORMATION PROVIDED BY OR AVAILABLE THROUGH THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL DAN HELWIG, INC. REALTORS®, ITS SHAREHOLDERS, DIRECTORS, AFFILIATES, OFFICERS, AGENTS AND EMPLOYEES, LICENSORS, SERVICE PROVIDERS, AND ALL THIRD PARTIES THAT PROVIDE CONTENT, INFORMATION OR SITE TO THE SITE BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY APPLICATIONS LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT

(INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Indemnification**

You agree to indemnify and hold harmless Dan Helwig, Inc. REALTORS®, its shareholders, directors, affiliates, officers, agents and employees, licensors, service providers, and all third parties that provide content, information or Site to the Site from and against any and all claims, suits, demands, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including but not limited to reasonable attorney fees and disbursements, court costs or arbitration costs, due to, arising out of, or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your contributions of content or information to the Site or any use of the Site' content other than as expressly authorized in these Terms of Use.

## **Waiver and Severability**

No waiver by Dan Helwig, Inc. REALTORS® of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Dan Helwig, Inc. REALTORS® to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms of Use will continue in full force and effect.

## **Governing Law**

All matters relating to the Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania, excluding any principles or rules of law that may direct the application of the law of another state.

## **Arbitration and Waiver of Class Arbitration**

Any dispute, controversy or claim arising out of, relating to or in connection with these Terms of Use, including the breach, termination or validity thereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one (1), and the place of arbitration shall be Pennsylvania. The arbitration shall be held, and the award shall be rendered, in English. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate.

The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

## **Feedback**

If you provide input or suggestions regarding the Site, including related to Dan Helwig, Inc. REALTORS® (collectively the "Feedback"), you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to use the Feedback for any purpose and in any manner we, in our sole discretion, deems proper.

## **Entire Agreement**

The Terms of Use constitute the sole and entire agreement between you and Dan Helwig, Inc. REALTORS® regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

## **International Use**

DanHelwigRealtors.com is intended for users located within the United States. Company makes no representation that danhelwigrealtors.com is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.

## **Contact Information**

The Site is operated by Dan Helwig, Inc. located at 1415 Bethlehem Pike, Flourtown, PA. 19031

If you have any feedback, comments, requests for technical support, and other communications relating to the Site, please email us at: danhelwigrealtors@gmail.com.

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