

## Updated January 12, 2021

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**1. The Zillow Companies’ Role.** The Zillow Companies, and the Services, may assist you in performing the various tasks in a real estate transaction. However, unless explicitly specified by the terms of use for a particular Service (each a “Product’s Terms”), THE SERVICES ARE NOT INTENDED TO provide you with any financial, real estate, or related advice of any kind. You understand and agree that the Services may include advertisements. To help make the advertisements relevant and useful to you, the Zillow Companies may serve advertisements based on the information we collect through the Services. See the [Privacy Policy](#) for more details.

**A. Zillow, Inc.** Zillow, Inc. has a real estate broker license in certain states (see Section 21). However, unless provided for in your Product’s Terms, Zillow, Inc. assumes no responsibility for any result or consequence related directly or indirectly to any action or inaction that you or any consumer takes based on the Services or any other information available through or in connection with the Services.

**2. The Zillow Companies' Brands and Businesses.** We operate the following affiliated brands, any use of any of the Services provided by the following affiliated brands is subject to these Terms of Use: (a) Zillow; (b) Trulia; (c) Hotpads; (d) StreetEasy; (e) Naked Apartments; (f) Out East; (g) Bridge Interactive Group; (h) Zillow Group Marketplace; (i) Mortech; (j) dotloop; (k) Signpost Homes; (l) Zillow Homes; (m) Zillow Closing Services; and (n) Zillow Home Loans. Services offered by each of these companies may be subject to a Product’s Terms or additional terms of use as available on their respective websites, networks, mobile applications or otherwise.

**A. Affiliated Business Relationship Notice:** This is to give you notice of business relationships among the following providers. Zillow, Inc. (“ZINC,” which operates Zillow.com and promotes Zillow Offers, among other programs); Zillow Group Marketplace, Inc. (“ZGMI”); Signpost Homes, Inc. (“Signpost”); Zillow Homes, Inc. (“ZHO”), Zillow Home Loans, LLC (“ZHL”); Zillow Closing Services, LLC (“ZCS”), Zillow Closing Services AZNV, LLC (“ZCS-AZNV”) Zillow Closing and Escrow Services CA, Inc (“ZCS CA”)and Zillow Closing Services TX, LLC (“ZCS-TX”) are affiliated companies and each may refer to you the services of another. ZINC, ZGMI, Signpost, ZHO, ZHL, ZCS, ZCS-AZNV, ZCS-TX are each indirectly wholly owned by Zillow Group, Inc. through one or more subsidiaries. Because of these relationships, any referrals of you by any of the Zillow Companies may provide the referred company, its direct or indirect parent (including Zillow Group), and their respective employees with a financial or other benefit.

**B. Zillow Group Marketplace and Zillow Home Loans.** Except for ZHL, the Zillow Companies do not provide or utilize any information for use in loan-related decisions, and you acknowledge and agree not to use any information obtained from ZGMI or any other Zillow Companies' Services for loan related decisions. If you choose to engage with ZHL, you will be subject to ZHL's separate Product's Terms. You can find more information about ZHL's mortgage lending services at <https://www.zillowhomeloans.com>.

**3. Eligibility; Accounts and Registration.** You must be at least 18 years of age to use the Services. By agreeing to these Terms of Use, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with all applicable laws and regulations. To access some features of the Services, you may be required to register for an account and agree to a Product's Terms, to the extent applicable to that service, which may be incorporated herein or available on a separate Zillow Companies site. When you register for an account you will be asked to provide us with some information about yourself, such as email address, phone number, or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you are responsible for all actions taken via your account. You may not share your user account(s) with others. Unless you have entered into a commercial agreement with us permitting you to use the Services for transactions on behalf of another person, you may only use the Services for transactions on your own behalf.

#### **4. Use of the Services; Restrictions.**

**A. Use of the Services.** As long as you comply with these Terms of Use, we grant you a non-exclusive, limited, revocable, personal, non-transferable license to use the Services, and to download and use any App (as defined in Section 4(B) below) on your mobile device in object code form, for your personal use. If you are a real estate or mortgage professional acting in your professional capacity, you may additionally use the Services to provide information, to the extent permitted by applicable law, to your clients and to take actions on behalf of your clients ("Pro Use"). If you use the Services for a Pro Use, you represent and warrant that you have obtained all required authorizations and consents from your client. Except as expressly stated herein, these Terms of Use do not provide you with a license to use, reproduce, distribute, display or provide access to any portion of the Services on third-party web sites or otherwise. The Services may include software for use in connection with the Services. The Services may not be used for transactions in commercial real estate, which includes, without limitation, commercially zoned properties and vacation rentals.

**B. Mobile Applications.** To use any mobile application feature of the Services (each, an "App"), you must have a compatible mobile device. We do not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider for using an App. You agree that you are solely responsible for any applicable charges. We may update any app and may automatically electronically update the version of any App that you have installed on a mobile device. You consent to all automatic upgrades, and understand that these Terms of Use will apply to all

updated versions of an App. Any third-party open source software included in an App is subject to the applicable open source license and may be available directly from the creator under an open source license. These Terms of Use do not apply to your use of software obtained from a third-party source under an open source license.

**C. Use of Content.** Subject to the restrictions set forth in these Terms of Use, you may copy information from the Services without the aid of any automated processes and only as necessary for your personal use or Pro Use to view, save, print, fax and/or e-mail such information. Notwithstanding the foregoing, the aggregate level data provided on the [Zillow Local-Info Pages](#) (the “Aggregate Data”) may be used for non-personal uses, e.g., real estate market analysis. You may only display and distribute derivative works of the Aggregate Data (e.g., within a graph), so long as the Zillow Companies are cited as a source on every page where the Aggregate Data is displayed, including “Data Provided by Zillow Group”. Such citation may not include any of our logos without our prior written approval or imply any relationship between you and the Zillow Companies beyond that the Zillow Companies are the source of the Aggregate Data. You are prohibited from displaying any other Zillow Companies’ data without our prior written approval.

## **5. Prohibited Use. BY USING THE SERVICES, YOU AGREE NOT TO:**

- reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Services, except as explicitly permitted by any Product’s Terms to the extent applicable to that product’s Services;
- provide/post/authorize a link to any of the Services (including but not limited to an agent profile page) from a third-party website that is not a real estate-related website owned or operated by a real estate or lending professional or institution;
- remove or modify any copyright or other intellectual property notices that appear in the Services;
- use the Services in any way that is unlawful, or harms the Zillow Companies, its service providers, suppliers, affiliates, or any other user;
- use the Services in any way to discriminate against any individual or class of individuals protected under federal, state or local laws, or which may have a discriminatory impact against any individual or class of individuals, or which otherwise promotes illegal, racist or discriminatory activities or outcomes;
- distribute or post spam or other unsolicited messages, chain letters, pyramid schemes, or similar communications through the Services;
- impersonate another person, misrepresent your affiliation with another person or entity, or make any representation to any third party under false pretenses;
- reproduce, publicly display, or otherwise make accessible on or through any other website, application, or service any reviews, ratings, or profile information about real estate, lending, or other professionals, underlying images of or information about real estate listings, or other data or content available through the Services, except as explicitly permitted by us for a particular portion of the Services;
- upload invalid data, viruses, worms, or other software agents to the Services;
- post, reproduce, publicly display, or otherwise make accessible any content, which we, in our sole judgement and discretion, consider illegal, offensive or objectionable including

without limitation content that harasses, discriminates, demeans, threatens or disparages any individual or class of individuals;

- interfere with, or compromise the system integrity or security of the Services, or otherwise bypass any measures we may use to prevent or restrict access to the Services;
- conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing “captcha” or similar precautions, or any other automated activity with the purpose of obtaining information from the Services) on the Services;
- use any of the Zillow Companies' trademarks as part of your screen name or email address on the Services;
- access or use any of the Services to develop competitive products or services; or
- attempt to, or permit or encourage any third party to, do any of the above.

## 6. Fees.

**A. Generally.** You may be required to pay fees to access certain features of the Services. All fees are in U.S. dollars and are non-refundable. If we change the fees for all or part of any of the Services, including by adding fees or charges, we will provide you advance notice of those changes. If you do not accept the changes, we may discontinue providing the applicable part of the Services to you. Our authorized third-party payment processors will charge the payment method you specified at the time of purchase or as agreed to as part of the selected Service. You authorize us to charge all fees as described in these Terms of Use for the Services you select to that payment method. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

**B. Subscriptions.** The Services may include features that allow for automatically recurring payments for periodic charges (“Subscription Service”). If you decide to activate a Subscription Service, you authorize us to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The subscription will continue unless and until you cancel your subscription, or we terminate it. You must cancel your Subscription Service before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). We may change the subscription fee for any subsequent subscription period but will provide you advance notice of any increase before it applies. Unless otherwise stated in your Product’s Terms, you may cancel a Subscription Service through the settings page in your account; by contacting us at, [consumercare@zillow.com](mailto:consumercare@zillow.com); or, if applicable, by contacting your business consultant.

## 7. User Materials.

**A. UGC Definition; License Grant.** Certain portions of the Services may allow users to upload or otherwise provide the Zillow Companies images, photos, video, data, text, listings, and other content (“User Materials”). Absent any additional terms provided in your Product’s Terms, by uploading or otherwise providing User Materials to the Services, you grant us an irrevocable, perpetual, royalty-free worldwide license to: (i) use, copy, distribute, transmit, publicly display,

publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your User Materials, in connection with the Services or in any other media; and (ii) sublicense these rights, to the maximum extent permitted by applicable law. We will not pay you for your User Materials or to exercise any rights related to your User Materials set forth in the preceding sentence. We may remove or modify your User Materials at any time. You are solely responsible for all User Materials made through your user account(s) on the Services or that you otherwise make available through the Services. For all User Materials, you represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize the Zillow Companies and other users to access and use your User Materials as necessary to exercise the licenses granted by you under these Terms of Use. We will not use client contact information that is uploaded by agents into the Zillow Agent Hub portal for any purpose, unless that client contact information is otherwise provided to us directly by the client.

**B. UGC Disclaimer.** We are under no obligation to edit or control your User Materials or the User Materials of any other User and will not be in any way responsible or liable for any User Materials. We may, however, at any time and without prior notice, screen, remove, edit, or block any User content on the Services, including User Materials, that in our sole judgment violates these Terms of Use or we find otherwise objectionable, including any violation of our Good Neighbor Policy, described in Section 13(B). You understand that when using the Services, you may be exposed to User Materials of other users and acknowledge that User Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against us with respect to User Materials. We expressly disclaim any and all liability in connection with User Materials. If notified by a user or content owner that User Materials allegedly do not conform with these Terms of Use, we may investigate the allegation and determine in our sole discretion whether to remove those User Materials, which we reserve the right to do at any time and without notice. For more information on our handling of infringing content, please see Section 11 below.

## **8. 3rd Party/Linked Services/Sent information.**

**A. Generally.** The Services include links to third-party products, services, and websites, as well as materials provided by third parties, and may include functionality that allows for the distribution of your User Materials or your personal information (collectively, your “User Information”) to third parties not under our control (each, a “Third-Party Provider”). Third-Party Providers are solely responsible for their services. You are responsible for your use and submission of User Information to any third party, and your dealings or business conducted with any third party arising in connection with the Services are solely between you and such third party. Your use of third-party sites, services, or products may be subject to associated third-party terms of use and privacy policies or other agreements, which you are solely responsible for complying with. We do not endorse, and take no responsibility for such products, services, Web sites, and materials, or a Third-Party Provider’s use of your User Information. By using a tool that allows for User Information to be transferred, you agree that we may transfer the applicable User Information or other information to the applicable third-parties, which are not under our control. If you submit a contact form or otherwise indicate your interest in contacting a

Third-Party Provider, you may receive telemarketing calls from the Third-Party Provider using the contact information you provided. Third-Party Providers may keep your contact information and any other information received by the Third-Party Provider in processing a contact or other request form. We are not responsible for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties.

## **B. Certain Third-Party Services.**

(i) Referrals and Lead Sales. As part of the Services, you may be connected with a real estate professional. You authorize us to make such referral or lead sale and acknowledge that we may be paid valuable consideration for facilitating such connection. As part of the Services, you may be connected to a party that provides mortgage loan origination services, title and escrow services, or other settlement services. In the event that any of these parties have an affiliated relationship with any of the Zillow Companies, then one or more of the Zillow Companies may receive a financial or other benefit from the referral between such affiliates

(ii) Non-Affiliated Financial Products. If you choose to contact a non-affiliated bank, mortgage lender, financial institution, mortgage loan originator, loan broker, or other mortgage professional through the Services by filling out a contact, other request form or otherwise indicating your interest in contacting (or being contacted by) a Third-Party Provider (including requests for mortgage rate quotes) on the Services, you authorize the Zillow Companies, and Zillow Group Marketplace, Inc., in particular to provide the information you submit to the Third-Party Provider. If you include your name, contact information and other information in a request, your identity will no longer be anonymous to the Third-Party Provider. Your submission of information and any request for quotes through the Services is not an application for credit. In the case of non-affiliated financial products, the Zillow Companies are only providing an administrative service to consumers and participating Third-Party Providers. Loan approval standards are established and maintained solely by individual Third-Party Providers. Decisions in any related non-affiliated transactions are made by participating Third-Party Providers and are not made by the Zillow Companies and the Zillow Companies are not responsible for the underwriting activities or credit decisions of any Third-Party Provider. Any non-binding quotes provided by the Zillow Companies for Third-Party Providers' financial products are not intended to be official Loan Estimates as defined in the Real Estate Settlement Procedures Act or the Truth in Lending Act or otherwise serve as a disclosure of any specific loan terms or conditions under any state or federal law. Interest rates displayed through the Services are for informational purposes only and reflect non-binding quotes of the terms a Third-Party Provider might offer an applicant fitting a consumer's anonymous profile. Actual interest rates may vary. Consumers should rely on their own judgment in deciding which available loan product, terms, and Third-Party Provider best suit their needs and financial means. Except as set forth in Section 8(b)(i) above or as otherwise disclosed to you or provided in other Product's Terms, the Zillow Companies: (a) are not a Third-Party Provider, loan originator, loan processor or underwriter; (b) do not aid or assist applicants in obtaining loans, solicit applicants or Third-Party Providers for loans, or offer or negotiate terms of applications or loans; (c) do not take mortgage applications, make loans or credit decisions or prequalify or preapprove applicants for loans; (d) are not an agent of either any consumer or any Third-Party Provider; (e) do not endorse, refer or recommend any Third-Party Provider that pays The Zillow Companies or the products of any

Third-Party Provider that pays the Zillow Companies; (f) are not responsible for any errors or delays caused by consumers or any Third-Party Provider in the loan process; and (g) do not guarantee offer of, or acceptance into, any particular loan program or specific loan terms, conditions, or rates with any Third-Party Provider, or that any rates or terms will be the best available.

(iii) Rental Products. If you choose to submit your information in order to submit a background or credit check, you are subject to the Checkr and Experian terms as described in Section 8(C) below. We do not process, or store background or credit check information related to its rental products and do not control how a landlord uses background or credit check information in evaluating their applications. We do not guarantee any acceptance by a landlord of an application but do require all landlords using the Services to comply with the Fair Housing Act and other applicable laws.

**C. Additional Terms for Third Party Services.** Certain aspects of the Services include third-party tools that are subject to additional third-party terms, including, but not limited to, the following:

(i) Windows Live Virtual Earth. Windows Live Virtual Earth imagery is supplied by Microsoft Corporation, and use is subject to the Microsoft MapPoint Terms of Use available at <http://www.microsoft.com/maps/assets/docs/terms.aspx>.

(ii) Google Maps. Some of the Services implement the Google Maps web mapping service. Your use of Google Maps is subject to Google's terms of use, available at [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html), and Google's Privacy Policy, available at <https://www.google.com/intl/ALL/policies/privacy/index.html>.

(iii) Stripe. Some of the Services allow you to use Stripe Connect to make payments to other users and may include additional processing or application fees detailed when you choose to connect to Stripe. Your use of Stripe is subject to the Stripe Connected Account Agreement, available at <https://stripe.com/us/connect-account/legal>. Additionally, by using Stripe, you agree not to use Stripe (and the Services generally) for any Prohibited Business purposes, as listed at <https://stripe.com/us/prohibited-businesses>.

(iv) Checkr. Some of the Services allow users to use our third-party background check partner's, Checkr's, services to submit an application and background check to a landlord. If you are a Renter using the Checkr services, you authorize Zillow to obtain your background check report, including criminal and eviction history, and to share that information with Landlords you submit an application to, and agree to the Checkr Terms of Use available at <https://checkr.com/terms-of-service/>. If you are a Landlord using the Checkr services, you agree to use the background check reports in compliance with the law, and agree to the Checkr Background Check Report Terms of Use, available at <https://zillow.com/rental-manager/terms/Checkr-Terms-of-Use>.

(v) Chase. Some of the Services allow you to use Chase to make payments to The Zillow Companies. Your use of the Chase payments feature is subject to the Chase Paymentech Privacy Policy, available at <https://www.chasepaymentech.com/>.

(vi) Plaid. The rental payments feature allows you to link your bank account through Plaid for the purposes of making or receiving rental payments. By using Plaid, you agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy, available at <https://plaid.com/legal>.

(vii) Experian. Some of the Services allow you to use the Experian Connect service to submit a request for a credit check be sent to a landlord. If you use the Experian services, you agree to the Experian Connect Terms and Conditions, available at <https://connect.experian.com/legal/terms.html>.

**9. Intellectual Property.** The Services are owned and operated by the Zillow Companies. The user interfaces, design, information, data, code, products, software, graphics, and all other elements of the Services (the “Zillow Companies’ Materials”) that we provide are protected by intellectual property and other laws and are the property of the Zillow Companies or the Zillow Companies’ third-party licensors. Except as expressly allowed by these Terms of Use, you may not make use of the Zillow Companies’ Materials, and the Zillow Companies reserve all rights to the Zillow Companies’ Materials and Services not granted expressly in these Terms of Use.

Intellectual Property Notices:

Certain content on the Services is owned by ZIP+4 data and the United States Postal Service. To view a complete list of our issued patents and active trademarks, click [here](#). The names of actual companies, products, and services mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved. We do not assert copyright or grant any rights to the underlying images or descriptions of real estate listings provided through the Services. Any use of these images and descriptions is subject to the copyright owner's permission and the requirements of applicable law.

**10. Feedback.** If you choose to provide input and suggestions regarding the Services, including related to any of the Zillow Companies’ Materials (“Feedback”), then you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback in any manner and for any purpose, including the improve the Services or create other products and services.

**11. DMCA; Claims of Copyright Infringement.** We respect the intellectual property rights of others and ask that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify our copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

(i). Identification of the copyrighted work that you claim has been infringed;

(ii). Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;

(iii). Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and

(iv). A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By mail:

Zillow, Inc.

1301 Second Avenue, Floor 31

Seattle, WA 98101

Attention: Copyright Agent

By e-mail:

If relating to content on Trulia.com and related websites: [DMCA\\_notice\\_email@trulia.com](mailto:DMCA_notice_email@trulia.com)

Otherwise: [DMCA\\_notice\\_email@zillow.com](mailto:DMCA_notice_email@zillow.com)

If you give notice of copyright infringement by e-mail, we may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

**12. Deactivation/Deletion /Changes to Agreement.** Except as stated in any Product's Terms, you may deactivate your account at any time by selecting "deactivate account" in your account settings. You can delete your account and all of your account data by submitting a request to "delete your data" at <https://privacy.zillowgroup.com/>. If you deactivate or delete your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services. If you violate any provision of these Terms of Use, your permission from the Zillow Companies to use the Services will terminate automatically. In addition, we may, in our sole discretion, deactivate, suspend, or terminate your access to your account and the Services at any time for any reason, with or without notice. We may alter, suspend or discontinue the Services or any portion of the Services without notice. We will not be liable whatsoever for any change to the Services or any suspension or termination of your access to, or use of the Services. We reserve the right to change these Terms of Use at any time in its sole discretion on a going-forward basis. We will make commercially reasonable efforts to notify you of any material changes to these Terms of Use. Your continued use of the Services after any updates are effective will represent your agreement to the revised version of the Terms of Use. Your continued use of the Services after the effectiveness of such changes will constitute acceptance of, and agreement to, any such changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. You are responsible for regularly reviewing these Terms of Use.

**13. Privacy Policy/Other Terms.**

**A. Privacy Policy.** The Zillow Companies will collect, use, store, and disclose personal information in accordance with our Privacy Policy. Please consult the [Privacy Policy](#) for more information, which is incorporated into, and made a part of, these Terms of Use.

**B. Other Terms.** Your use of the Services is subject to all additional guidelines, rules, Product's Terms, and agreements applicable to the Services or certain features of the Services that we may post on, or link to, from the Services, such as rules applicable to a particular product or content available through the Services, including, without limitation, the [Good Neighbor Policy](#), the [Listing Quality Policy](#), the [Self-Tour Terms and Conditions](#), the [Rentals User Terms](#), the [Respectful Renting Pledge](#), the [3D Home Terms and Guidelines](#), and the [Video Walkthrough Guidelines](#). If you are a non-affiliated Third-Party Provider who has created an industry professional account with Zillow Group, you are subject to the [NMLS Data Terms](#). Additionally, if you are a non-affiliated Third-Party Provider who participates in any Services offered by Zillow Group Marketplace, Inc. you are also subject to the Zillow Group Market Place, Inc.'s [Lender Terms of Use](#). All such terms are incorporated into, and made a part of, these Terms of Use.

**14. Indemnification.** You agree to indemnify, defend, and hold harmless the Zillow Companies, their affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Services; (b) your breach of these Terms of Use; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any User Materials you upload to, or otherwise make available through, the Services; (f) your willful misconduct; and (g) any other party's access to or use of the Services using your account and password. The Zillow Companies reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with the Zillow Companies' defense of that claim.

**15. No Warranties.** THE ZILLOW COMPANIES PROVIDE THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ZILLOW COMPANIES AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. THE ZILLOW COMPANIES AND THEIR SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES OR ANY MATERIALS AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY ZILLOW COMPANIES' ENTITY OR THE SERVICES THAT IS NOT EXPRESSIVELY STATED IN THESE TERMS OF USE. YOU ASSUME ALL RISK FOR

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ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

**17. Choice of Law; Disputes.** These Terms of Use are governed by the laws of the State of Washington, without giving effect to its conflict of laws' provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington for any and all disputes, claims and actions arising from or in connection with the Services or otherwise under these Terms of Use. The Zillow Companies operate the Services from its offices in Washington, and we make no representation that the Services are appropriate or available for use in other locations.

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**19. Consent to Communications.** By using the Services, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the [Privacy Policy](#) to learn more. You agree that any notices, agreements, disclosures, surveys, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

The Services may provide web forms, links, or contact information, including phone numbers, that can connect you with the Zillow Companies or third parties, such as real estate agents and Third-Party Providers. Communications through these methods may be routed through a third-party service ("Communications Service"). Calls may be recorded or monitored for quality

assurance, training, or customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. You consent to such recording and monitoring by the Zillow Companies or the Communications Service. We also use the Communications Service to track phone calls and text messages between you and real estate professionals so that we and the real estate professional can access certain details about the contact. As part of this process, we and the Communications Service will receive in real time, and store, data about your call or text message, including the date and time of the call or text message, your phone number, and the content of the text message. You consent to these practices by us and the Communications Service. The information is subject to the Privacy Policy.

**20. Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

**21. Contact Information and License Disclosures.** The Services are offered by Zillow, Inc. and its affiliates, located at 1301 Second Avenue, Floor 31, Seattle, WA 98101. You may contact the Zillow Companies by sending correspondence to that address or emailing [consumercare@zillow.com](mailto:consumercare@zillow.com). See a complete list of Zillow, Inc.'s real estate brokerage licenses, [here](#).

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