

Web Site Terms of Use

The following terms of use (the “**Terms of Use**”) govern the access by individuals (“**you**” or “**Users**”) to the use of our websites and any other web and mobile sites (the “**Sites**”) as well as any features, content applications and other services (together with the Sites, the “**Services**”) made available by Terra Holdings, the Brown Harris Stevens sales and management companies, Halstead Management Company, and the Vanderbilt insurance and appraisal companies and their affiliates (“**we,**” “**us,**” or “**our**”). We may change these Terms of Use from time to time, by posting such changes on the Sites.

THESE TERMS OF SERVICE INCLUDE AN ARBITRATION CLAUSE AND CLASS ACTION/JURY TRIAL WAIVERS THAT AFFECT YOUR LEGAL RIGHTS. Please see Section 19 and 20 for more details.

1. Acceptance.

BY USING OR REGISTERING TO USE OUR SITES OR ANY OF THE SERVICES, YOU AGREE THAT YOU HAVE READ, ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL OTHER CONDITIONS, RULES, POLICIES AND PROCEDURES THAT WE MAY PUBLISH IN CONNECTION WITH THE SITES AND SERVICES, WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS OF USE. If you do not agree to these Terms of Use, you should not visit or use the Sites or the Services.

You affirm that you are at least eighteen (18) years of age and fully able and capable to enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use. If you are accepting these terms on behalf of a company or other entity, you represent and warrant that you have the authority to bind that company or entity. The Site and the Services are designed for Users in the United States and may not contain features required in other countries.

These Terms of Use apply to all Users of the Sites and Services. We have no fiduciary duty to you or special relationship with you, except as provided in a written brokerage or other agreement between us.

2. Limited License. Users are granted a limited, non-exclusive, non-sublicensable, and non-transferable license to access the Sites and Content (defined below). The sales and rental listings we provide (the “**Listings**”) are intended to assist prospective purchasers, sellers, lessees or lessors (collectively, “**Customers**”) and real estate, agents, salespersons and other licensed professionals (collectively, “**Professionals**”) in contacting us and our agents concerning Listings and other services we provide. You may be asked to register in order to access certain Services. Customers may access and view the Sites and the Content solely for their own personal and non-commercial use, and are forbidden from sublicensing or using our Services for the benefit of any other third party or commercial use. Customers and Professionals may not contact a Listing’s owner directly and must make all appointments and contacts through us. Without our prior permission, Professionals not affiliated with us may not market or make commercial use of the Content in any way, including without limitation, advertising our Listings, copying our Content for commercial use, or contacting our Customers or the owners or sellers of any properties listed on the Sites. All access to the Sites and the Content must be in compliance with the applicable federal, state, local law and regulations, and the rules of any multiple listing system to which we belong. Any use of the Sites or the Services not expressly permitted by these Terms of Use is prohibited and constitutes a breach of these Terms of Use.

3. Proprietary Rights. You acknowledge that we own, solely and exclusively, all rights, title and interest in and to the Sites and the material available through the Sites and the Services including, the Listings, text, audio, photographs, illustrations, graphics, other visuals, video, software, code, data and materials thereon, the look and feel, design and organization of the Sites, and the compilation of the content, code, data and materials on the Sites and the Services (collectively, “**Content**”). Your use of the Sites does not grant to you ownership of any Content and you may not copy or use our Content, including without limitation any pictures, descriptions, or floorplans, for any other purpose. You also acknowledge that data provided by a Multiple Listing System (“MLS”) or the Real Estate Board of New York’s RLS is owned by the respective MLS or RLS, and you acknowledge the validity of the MLS or RLS’s copyright to such data.

4. Prohibited Use. You may not distribute, publish or use the Sites, or any Content, except as provided in these Terms and Conditions. You may not download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any Content except as expressly permitted herein. You may not: i. impersonate anyone or falsely misrepresent your identity or affiliation; ii. reverse engineer or disassemble any software or product available through the Services; iii. introduce any malicious, harmful code, malware, or traps that would disrupt, or damage the Site and the Service; iv. use scrapers, robots, or automated means to access, collect or use data on the Site without our prior consent; v. cover or block advertisements or safety features in the Services; vi. send any illegal, threatening, harassing, obscene or defamatory messages; or vii. send, post, or use the Services in any discriminatory manner or in violation of any law or regulation.

5. Trademarks. You may not use the trademarks, logos, service marks and trade names (collectively the "**Trademarks**") displayed on the Sites or on any Content available through the Sites without the prior authorization of the Trademark owner. You may not use any intellectual property in the Content, including without limitation all photos, videos, graphics, and descriptions, belonging to us or others without permission. Nothing contained on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Sites without our written permission or that of the applicable rights holder.

6. User Information. In the course of your use of the Sites and Services, you may provide certain personalized information, listing, rental or sales information and other content to us ("**User Content**"), whether publicly posted or privately transmitted. Our information collection and use policies with respect to the privacy of such information are set forth in our **Privacy Policy**, attached to our Site, which is incorporated herein by reference for all purposes. You consent that some User Content, including your name and IP address, may be transmitted to our service providers. You represent that all User Content provided by you is accurate, complete, up-to-date, authorized, and in compliance with all applicable laws and regulations, including but not limited to, intellectual property laws. By submitting User Content through the Sites or Services, you hereby grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Services. You also hereby grant each user of the Services a non-exclusive, perpetual license to access your User Content through the Services. You represent that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, intellectual property rights, or any contractual rights.

7. Right to Monitor and Editorial Control. We reserve the right, but do not have an obligation, to monitor and/or review all materials posted to the Sites or through the Sites' services or features by users (including by individuals and entities), and we are not responsible for any such materials. However, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms of Use, our policies or applicable law.

8. Linking to the Sites. You agree that if you include a link from any other web site to the Sites, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of this web site. You are not permitted to link directly to any image hosted on the Sites or our Services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another web site. You agree not to download or use images hosted on the Sites on another web site, for any purpose, including, without limitation, posting such images on another site. You agree not to link from any other web site to the Sites in any manner such that the Sites, or any page of the Sites, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Sites be discontinued, and to revoke your right to link to the Sites from any other web site at any time upon written notice to you.

9. Indemnification and Release. To the maximum extent permitted by law, you agree to defend, indemnify and hold us, our affiliates, and our directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from (i) your

access to or use of the Sites or the Services, (ii) your infringement of the copyright or intellectual property rights in connection with your use of the Site or Services or (iii) your breach or violation of the law or of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with any such defense. To the maximum extent permitted by law, you hereby release us from all claims, costs, and liability and waive any claims arising from your use of the Content, the Site, and the Services. You acknowledge that your use of our Services and your purchase, lease, operation, and use of housing is subject to market conditions, change in status and law, and many factors outside of our control. No guaranty or warranty is given to any Content or Services and all Users must verify all information and perform their own due diligence.

10. Third Party Linked Sites. You may be able to access third party web sites from the Site, and third party web sites may link to the Sites (“**Linked Sites**”). These third party web sites are not under our control, and you agree that we are not responsible or liable for activities, services, information, functions, legality, or content on Linked Sites. You also agree that we are not responsible or liable for any theft or breach of data from Linked Sites or any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Linked Sites’ content, goods, or services. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such sites or the information, content, products, services, advertising, code or other materials presented thereon.

11. Copyright Agent. We respect the intellectual property rights of others, and require that Users of the Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send our Copyright Agent, named below and designated as such pursuant to the Digital Millennium Copyright Act (the “**DMCA**”), 17 U.S.C. § 512(c)(2), the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work(s) that you claim has been infringed;
- Identification of the material that is claimed to be infringing, and information reasonably sufficient for us to locate the material;
- 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 behalf of the owner of an exclusive right that is allegedly infringed.

Our Copyright Agent is: **Matthew Leone, 770 Lexington Avenue, New York, NY 10065, 212 381 3338** mleone@teraholdings.com

If we receive a valid DMCA copyright claim, we will remove or disable access to the alleged infringing material.

12. Registration and Account Security. You may be required to create a user account on our Sites or to use our Services. In that event, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Sites; (b) maintain password and identification confidentiality and security; (c) maintain and promptly update such data; and (d) accept all risks of unauthorized access to information you provide us. You may not use another person’s account nor allow anyone to use your account. You are solely responsible for all activity conducted by or through your account and must notify us in the event of any security breach or unauthorized use of your account.

13. DISCLAIMER OF WARRANTIES. THE SITES, SERVICES AND ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS THEREON, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE", AND "BELIEVED ACCURATE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES

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14. LIMITATION OF LIABILITY. IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL TERRA HOLDINGS, BROWN HARRIS STEVENS, HALSTEAD MANAGEMENT , VANDERBILT INSURANCE, APPRAISAL OR ANY OF THEIR AFFILIATES, THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, YOUR ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SITES OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE OR FOR MISUSE OF INFORMATION PROVIDED BY YOU TO LINKED SITES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE SITES EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE SITES OR \$100, WHICHEVER IS GREATER. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

15. Applicable Laws. We do business in accordance with the laws of United States and the state jurisdictions in which we operate. We make no representations regarding the compliance of the Services with laws of other countries, including their data privacy laws. Persons who choose to access the Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

16. Fair Housing Policy. We are committed to equal opportunity and non-discrimination in all aspects of the housing related services we provide. Please consult our **Fair Housing Policy** and related information

linked on the home page of our Site.

17. Modification, Monitoring Suspension and Termination. We have the right to modify, monitor, terminate, change, suspend, impose limits on or discontinue any aspect of the Sites or the Services, or your access to or use thereof, at any time. Your continued use of the Site or Services will constitute acceptance of all modifications and changes. We will not be liable if all or any portion of the Site or Services are unavailable at any time.

18. Changes to Terms of Use and other Policies. We reserve the right to change, modify, add or remove any portion of this Terms of Use and any other Policy on the Site, in whole or in part, at any time. Changes will be effective when posted. Your continued use of the Sites and/or the Services after any changes to this Terms of Use or any other Policy are posted will be considered acceptance of those changes.

19. Arbitration. To the extent permitted by law, you expressly agree to forego the right to trial by jury in any disputes regarding our Terms of Use, our Services and our Sites. You agree that, at our option, all disputes between us regarding the Services, the Site, and these Terms of Use shall be resolved by binding, confidential, individual, private arbitration under the American Arbitration Association's Rules for Arbitration of Consumer-Related Disputes, using expedited procedures. The arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award may be entered in any court having competent jurisdiction.

20. Class Action Waiver. Neither you nor we will participate in any class action or class-wide arbitration for any disputes arising under these Terms of Use. You agree to forego your right to participate as a class representative or class member in any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitration. You agree not to participate in claims against us brought by a private attorney general.

21. Miscellaneous. The Terms of Use and the relationship between you and us shall be governed by the laws of the United States and the State of New York, without regard to its conflict of law provisions. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. You agree that any cause of action arising out of or related to the Sites or Services must commence within one (1) year after the cause of action accrues; otherwise, any such cause of action is permanently barred. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

22. REBNY Listings. Listing information for certain New York City properties provided courtesy of the Real Estate Board of New York's Residential Listing Service (the "RLS"). The information contained in this listing has not been verified by the RLS and should be verified by the consumer. The listing information provided here is for the consumer's personal, non-commercial use. Retransmission, redistribution or copying of this listing information is strictly prohibited except in connection with a consumer's consideration of the purchase and/or sale of an individual property. This listing information is not verified for authenticity or accuracy and is not guaranteed and may not reflect all real estate activity in the market. © 2026 The Real Estate Board of New York, Inc., all rights reserved.

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