

Terms of Service

General

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[Top](#)

Acceptance of Terms

By accessing or using any part of the Move Network or the services provided on it or other Web sites as set forth below (collectively, the “Services”), you agree to accept and comply with the terms, conditions, and notices stated herein and as may be modified by Move from time-to-time without notice to you (the “Terms of Use”). These Terms of Use constitute a binding contract between Move and you. You are responsible for regularly reviewing the Terms of Use. You can review the most current version of the Terms of Use at any time at:<http://www.move.com/company/terms.aspx>. If you do not wish to be bound by these Terms of Use, please do not access or use any part of the Move Network.

Additional terms may govern use of certain Web sites or Web pages within the Move Network. In the event that any provision, term or guideline contained on a particular Web site or Web page in the Move Network conflicts with the Terms of Use, the terms of such Web site or Web page shall control over the Terms of Use except with respect to the General Terms set forth below, which shall at all times control.

[Top](#)

General Use of The Move Network

Unless specified otherwise, Move offers you access to the Move Network solely for your personal and non-commercial uses. You agree to only access or use the Move Network only for legal purposes that are permitted by the Terms of Use. Among other things, you agree not to:

- except with the express written permission of Move, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other Web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Move Network, including without limitation, engaging in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information;
- damage, disable, overburden, or impair the Move Network or interfere with any other party’s use and enjoyment of the Move Network;
- obtain or attempt to obtain any materials or information through any means not made readily accessible by Move through the Move Network.

Except with the express written permission of Move, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Move Network.

Except with the express written permission of Move, you agree that you will not create links from any Web site or Web page to any page within the Move Network; provided however upon prior written notice to Move at Webmaster@move.com, you may create a link directly to any of the Move Network home pages, including, but not limited to pages currently located at <http://www.move.com/>, <http://www.realtor.com/>, <http://newhomes.move.com/>, <http://www.moving.com/>, <http://www.relocation.com/>, <http://www.doorsteps.com/>, <http://www.topproducer.com/>, <http://www.tigerlead.com/>, <http://www.fivestreet.com/>, <http://www.listhub.com/> and <http://www.homefair.com/>. The origin of any link to any Move Network home page must be accompanied by a clear and prominent attribution indicating that the link is connected to the Move Network home page. By creating a link to the Move Network, you agree that (a) you will not employ any technology that results in the placement of content from the Move Network in a frame and/or a reduced pop-up window and/or any other display mechanism which changes appearance of the Move Network from how it would appear if a user typed the URL in a typical browser line, (b) your site shall not display content or link to other web sites that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, (c) you have duly registered your domain name and possess all rights necessary to use the same, and (d) you shall not in any manner access, collect, store, disclose, transfer or use any information obtained or derived from a user's access to or use of the Move Network. Move reserves the right to revoke your permission to create such link at any time in its sole discretion and you agree to immediately cease using the link at any time that Move so requests.

You agree that Move may in its sole discretion and at any time terminate your access to and use of the Move Network, or any part thereof, with or without notice. You further agree that use of the Move Network and any of its Services shall be immediately terminated if you violate these Terms of Use. In addition, Move reserves the right, in its sole discretion, to modify or discontinue the Services or any portion thereof, with or without notice, and without liability to you.

The Services provided through the Move Network may also be located on third party Web sites or applications, via a link, click-through advertising, or otherwise. Nothing contained in any of these Services is an offer or promise by Move to sell a specific product for a specific price or that any advertiser will sell any product or service for any purpose or price or on any specific terms. In addition, Move does not make any representation or warranty with respect to such third party Services, and is not responsible for their accuracy, sufficiency, veracity, completeness, or timeliness. You are responsible for confirming the sufficiency and reliability of any third party Services, and you hereby release Move from any and all claims, demands, liability and damages (actual or consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of such Services. Further, please note that certain of the interactive Services may be financial or mortgage tools that provide information and customized information based on user-inputted data. These tools are for the purpose of performing calculations, and are not an offer to lend. Interest rates shown are for demonstration purposes only. Actual market interest rates may vary.

You acknowledge that Move is not a real estate broker, mortgage broker or mortgage lender, and Move does not aid or assist borrowers in obtaining, solicit borrowers or lenders for, negotiate or make loans secured by liens on real property.

Please note that you may be subject to additional and/or different terms, conditions, and privacy policies when you use third party Services, Content (as defined below), software or sites.

[Top](#)

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You acknowledge that Move does not screen or approve third-party Content, and that Move shall have the right (but not the obligation) in its sole discretion to refuse, modify, delete or move any Content that is available via the Move Network, for any reason.

[Top](#)

Content You Provide

To the extent that you post, upload, input, submit or otherwise transmit (collectively, “Transmit” or “Transmitting” as appropriate) Content on or through the Move Network, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. You are entirely responsible for all Content that you provide or otherwise make available via the Move Network. You also warrant and represent that you own or otherwise control all of the rights to such Content including, without limitation, all the rights necessary for you to Transmit such Content, and to transfer your or others’ interests in such Content to Move as provided below.

You promise that you will not use the Move Network to:

- Transmit any Content

- not related to appropriate subject matters;
- which is misleading to others, including consumers;
- that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- that you do not have a right to post and transmit under any law or under contractual relationships;
- such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- and materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.

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[Top](#)

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This disclosure statement pertains to the conduct of Move, including services Move provides, in connection with the mortgage loan industry and websites and mobile applications operated by Move.

Move does not confirm, and does not make or give any guarantee regarding,

- (i) any information in any request for, or in any request to be contacted about, a quote, pre-qualification, pre-approval, loan commitment, loan or loan-related document, nor
- (ii) any information about any consumer, potential borrower or other person who submits or is the subject of an Inquiry, nor
- (iii) any information about, or in any rating of or feedback about, any advertiser, lender, broker or mortgage or loan professional

Move does not guarantee any information provided by any borrower, any specific loan terms and conditions offered by an advertiser, lender, broker or mortgage professional, or that any person

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Move is not a lender, mortgage broker, loan originator, loan processor or underwriter. Move does not aid or assist in obtaining loans or loan applications, nor in setting or negotiating any terms thereof, nor in making loan or loan application decisions.

Move does not offer loans and does not solicit or participate in the solicitation of loans or loan applications.

Move does not take applications for loans or credit nor issue or participate in the issuance of pre-qualifications or pre-approvals.

Any request for, inquiry about or agreement to receive or be contacted about loans, loan applications, quotes, pre-qualifications, pre-approvals, loan commitments or loan-related transactions by any consumer or person (e.g., by way of advertisements on websites or mobile apps operated by Move) is not, and will not be responded to by Move as, an order, application, offer or transaction for any credit, loan, loan application, quote, pre-qualification, pre-approval, loan commitment or loan-related transaction or other loan or credit product.

Move does not endorse or recommend any lender, any borrower nor any of the products, rates or offerings of any lender, broker or mortgage professional.

Nothing contained in any mortgage-related ad or other ad is an offer to provide, or a solicitation for, any loan, loan application, quote, pre-qualification, pre-approval, loan commitment or loan-related transaction.

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Move sometimes may provide advertising services, services to facilitate contact when consumers wish to be contacted by lenders, mortgage brokers or other loan professionals and/or other like services relating to use of websites or mobile apps Move operates.

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[Top](#)

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[Top](#)

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[Top](#)

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[Top](#)

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[Top](#)

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[Top](#)

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IP Administrator

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[Top](#)

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[Top](#)