

Terms of Use

DREAM CATCHER REALTY LLC.COM WEBSITE TERMS OF USE

1. Introduction. Welcome to the joindcr.com website (the "Website"). The purpose of the Website is to provide you with access to a comprehensive network of residential and commercial real estate information, products, services and related links to meet your needs (the "Content"). This Terms of Use Agreement (this "Agreement") constitutes the Website terms of use (the "Terms") and you should carefully review the Agreement before continuing on with your use of the Website. The Terms shall govern your use of the Website and apply to all Internet traffic visiting the Website. By registering and/or accessing or using the Website, you agree to the Terms. IF YOU DO NOT AGREE WITH THESE TERMS, YOU CANNOT USE THE WEBSITE. At DREAM CATCHER REALTY LLC, LLC, an Illinois limited liability company and its subsidiaries and affiliates (collectively, "DREAM CATCHER REALTY LLC") hereby reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications shall be effective immediately upon posting on the Website. By using the Website after we have posted notice of such modifications, alterations or updates you agree to be bound by the revised Terms. The Website will permit you to link to other Websites that may or may not be affiliated with the Website and/or DREAM CATCHER REALTY LLC, and that may have terms of use that differ from, or contain terms in addition to, the Terms. Your access to such Websites through links provided on the Website is governed by the terms of use and policies of those websites, not the Terms.
2. Privacy. Registration data and certain other information about you shall be subject to our Privacy Policy. For more information, please review our full Privacy Policy which can be found at <http://www.joindcr.com/privacy-policy>. The Privacy Policy is subject to change and the most recently published Privacy Policy shall apply.
3. Trademarks, Copyrights, and Restrictions. The Website is controlled and operated by DREAM CATCHER REALTY LLC, which is located at 73 W. Monroe 5th Floor, Chicago, Illinois 60603. You acknowledge and agree that all Content on the Website, including, but not limited to text, images, illustrations, audio clips, and

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copyright. You may not frame or otherwise incorporate into another Website any of the Content or other materials on the Website without prior written consent of DREAM CATCHER REALTY LLC and the Providers. The DREAM CATCHER REALTY LLC name and logo is a service mark of DREAM CATCHER REALTY LLC. Other proprietary marks may be designated as such from time to time on the Website. Except when included in any authorized printouts of the Content, you are not authorized to make any other use of any DREAM CATCHER REALTY LLC registered service marks or other proprietary marks of DREAM CATCHER REALTY LLC.

4. **Security.** For certain types of communications through the Website, DREAM CATCHER REALTY LLC requires the use of encryption technologies provided for your protection and/or use by you of a User ID and Password. You are responsible to protect your User ID and Password from disclosure to third parties and you are not permitted to avoid the use of required encryption technologies, if applicable. While DREAM CATCHER REALTY LLC provides these technologies and uses other reasonable precautions to protect confidential information and provide suitable security, DREAM CATCHER REALTY LLC do not guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions will be free from delay, interruption, interception or error.
5. **Additional Information.** All information, other than personal information subject to the DREAM CATCHER REALTY LLC Privacy Policy, submitted to DREAM CATCHER REALTY LLC through the Website or any related website is the property of DREAM CATCHER REALTY LLC. DREAM CATCHER REALTY LLC shall be free to use any ideas, concepts, know how or techniques that you may submit to us through the Website to improve our services. DREAM CATCHER REALTY LLC shall not be subject to any obligations of confidentiality regarding any submitted information except as specified in our Privacy Policy, as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.
6. **Prohibited Activities.** You are specifically prohibited from any use of the Website, and you agree not to use or permit others to use the Website under your account, for any of the following: (a) taking any action that imposes an unreasonable or disproportionately large load on the Website infrastructure, including but not limited to “spam” or other such unsolicited mass e-mailing techniques; (b) disclose to, or share with, the assigned confirmation numbers and/or passwords with any unauthorized third parties or using the assigned confirmation numbers and/or passwords for any unauthorized purpose; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of the Website; (d) upload, post, emailing or otherwise transmitting any information, Content, or proprietary rights that you do not have a right to transmit under any law or under contractual or fiduciary relationships; (e) violating any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; and, (f) using any robot, spider,

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7. Links. The Website may contain links to other websites ("Linked Sites"). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. You hereby acknowledge that the content of any Linked Sites is not under DREAM CATCHER REALTY LLC' control, and you agree that DREAM CATCHER REALTY LLC is not responsible for, and does not endorse, such content, whether or not DREAM CATCHER REALTY LLC is affiliated with the owners of such Linked Sites. You may not establish a hyperlink to the website or provide any links that state or imply any sponsorship or endorsement of your website by DREAM CATCHER REALTY LLC, or the Providers. The Website may also incorporate mapping software through other websites or programs, and such software has its own terms of use.

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YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. YOU (AND NOT DREAM CATCHER REALTY LLC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR COMPUTER SYSTEM OR MOBILE DEVICE. YOU EXPRESSLY AGREE THAT

NEITHER DREAM CATCHER REALTY LLC, NOR ITS AFFILIATED OR RELATED ENTITIES (INCLUDING PROVIDERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND DISTRIBUTION OF THE WEBSITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THE WEBSITE OR ANY OTHER LINKED SITE. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DREAM CATCHER REALTY LLC AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, SPYWARE, HACKING, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THE WEBSITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT DREAM CATCHER REALTY LLC IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, DREAM CATCHER REALTY LLC' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9. Indemnification. To the greatest extent permitted by law, you agree to indemnify, defend, and hold harmless DREAM CATCHER REALTY LLC and the Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms.
10. Third Party Rights. These Terms are for the benefit of DREAM CATCHER REALTY LLC and its Providers, its and their officers, directors, members, managers, subsidiaries, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf. You expressly authorize the Providers and their duly authorized representatives and participants to access the Website for the purpose of monitoring compliance with such Provider's rules and display of such participant's content on the Website.
11. Jurisdictional Issues. Unless otherwise specified, the Content contained in the Website is presented solely for your convenience and/or information. The Website is controlled and operated by DREAM CATCHER REALTY LLC from its offices within Chicago, Illinois. DREAM CATCHER REALTY LLC makes no representation

that Content in its Website is appropriate or available for use in other locations. Those who choose to access the Website 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. You may not use or export the materials in the Website in violation of U.S. export laws and regulations. The Terms shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, as they are applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or DREAM CATCHER REALTY LLC brings to enforce these Terms, or in connection with any matters related to the Website, shall be brought only in either the state or Federal courts located in and for Cook County, Illinois and you expressly consent to the jurisdiction of said courts. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The provisions and conditions of this Agreement, and each obligation referenced herein, represent the entire agreement between DREAM CATCHER REALTY LLC, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding, the most recent published Terms or terms of use or understanding shall prevail. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY DREAM CATCHER REALTY LLC.