

Last Updated: September 12, 2018

HomeSphere Terms of Service

HomeSphere LLC (“**HomeSphere**”) offers incentive programs to builders and manufacturers (“**Incentive Programs**”). This online portal (the “**Portal**”) is provided by HomeSphere for use by builders and manufacturers that have agreed to participate in HomeSphere’s Incentive Programs (“**Builders**” and “**Manufacturers**,” respectively).

The Portal provides Builders and Manufacturers with access information and other content (“**Content**”), as well as services and resources (“**Services**”), relating to HomeSphere’s Incentive Programs.

This HomeSphere Terms of Service (this “**Agreement**”) establishes the terms and conditions under which Builders and Manufacturers may access and use the Portal and the Content and Services made available through the Portal.

PLEASE CAREFULLY READ THIS AGREEMENT. THIS AGREEMENT FORMS BINDING LEGAL AGREEMENT BETWEEN HOMESPHERE AND BUILDER OR MANUFACTURER ON BEHALF OF WHICH YOU ARE ACCESSING THE PORTAL (“**YOU**”). BY ACCESSING OR USING THE PORTAL OR ANY CONTENT OR SERVICES, OR BY CLICKING TO ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, HOMESPHERE IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO THE PORTAL OR ANY CONTENT OR SERVICES AND YOU MUST NOT ACCESS OR USE THE PORTAL, CONTENT, OR SERVICES. IF YOU ACCESS OR USE THE PORTAL OR ANY CONTENT OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT.

1. SCOPE. This Agreement is in addition to any other agreement You have entered into with HomeSphere in connection with enrolling or participating in any Incentive Program and becoming a Builder or Manufacturer (“**Additional Agreement**”). Any Additional Agreement will continue to govern Your participation in any Incentive Program, provided that this Agreement is the complete and exclusive agreement between You and HomeSphere regarding Your access to and use of the Portal and all Content and Services. This Agreement supersedes any Additional Agreement or any other prior agreement or proposal, oral or written, and any other communications between You and HomeSphere relating to Your access to or use of the Portal or any Content or Services.

2. ELIGIBILITY. The Portal and all Content and Services are intended for use only by Builders and Manufacturers. If You are not a Builder or Manufacturer, or if You cease to be a Builder or Manufacturer at any time following the Effective Date, HomeSphere is not willing to grant You access to the Portal or any Content or Services.

3. DEFINITIONS. Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

4. TERM. This Agreement is entered into as of the earlier of the date You first access or use the Portal or any Content or Services (the “**Effective Date**”). If you have entered into another agreement with HomeSphere relating to your participation in HomeSphere’s Incentive Programs (a “**Participation Agreement**”), the term of this Agreement will be the same as that of the Participation Agreement. If you have no Participation Agreement in place with HomeSphere, the term of this Agreement will continue until terminated as set forth herein.

5. MODIFICATIONS. HomeSphere reserves the right to modify the Portal or any Content or Services, at any time, with or without notice to You, by making those modifications available on the Portal. HomeSphere also reserves the right, at any time, to modify the terms of this Agreement. HomeSphere will inform You of any changes to this Agreement by posting those changes on the Portal or by providing You with notice through the Portal or as permitted in this Agreement. Any modifications will be effective 5 business days following posting on the Portal or such notice, except in the case of any legally required modification which will be effective upon posting. You may terminate this Agreement as set forth below if you object to any such modifications. However, You will be deemed to have agreed to any and all modifications through Your continued use of the Portal or any Content or Services following such notice period.

6. ACCOUNTS.

6.1 User Access. You are permitted to access the Portal and the Content and Services only through Your user account on the Portal (a “**Account**”). You will be permitted to establish one or more sets of access credentials (user identification and password) applicable to Your Account (each, an “**Account ID**”). Each Account ID is personal in nature and may be used only by an individual employee within Your organization (the “**User**” of that Account ID). You may not share Account IDs among employees or provide any non-employee or other third party with any User Account ID or the right to access Your Account. You are solely responsible for all use of the Portal and all Content and Services by each User and for compliance by each User with the applicable terms of this Agreement. You will ensure the security and confidentiality of each Account ID and will notify HomeSphere immediately if any Account ID is lost, stolen, or otherwise compromised.

You will also notify HomeSphere immediately when any individual to whom an Account ID is assigned ceases to be Your employee or when any Account ID should otherwise be disabled. Notwithstanding the foregoing, You will remain fully responsible for all costs, fees, liabilities, or damages incurred through the use of each Account ID (whether lawful or unlawful). Any Services ordered or transactions completed through Your Account or under any Account ID will be deemed to have been lawfully completed by You. In no event will HomeSphere be liable for the foregoing obligations or the failure by You to fulfill such obligations.

6.2 Account Registration. In connection with establishing a User Account, You will be asked to submit certain information about Your organization and Your employees who will access Your Account (“**Registration Information**”). You agree that: (a) all Registration Information You and the Users of Your Account provide will be accurate, complete and current; and (b) You will maintain and promptly update all Registration Information to keep it accurate, complete and current. You may not: (i) select or use an Account ID of another person with the intent to impersonate that person; and (ii) use an Account ID that HomeSphere, in its sole discretion, deems offensive.

7. ACCESS.

7.1 The Portal. Conditioned on Your continued compliance with this Agreement, HomeSphere will permit You to access and use the Portal and the Content and Services solely for your own lawful business purposes and in accordance with the terms of this Agreement and any Additional Agreement.

7.2 Others Builders and Manufacturers. The Portal may allow You and Your Users to communicate with other Builders and Manufacturers. By communicating with other Builders or Manufacturers through the Portal, You are agreeing to allow HomeSphere to facilitate those communications, including providing any information or content you may provide to those other Builders or Manufacturers. You agree that You are solely responsible for all communications between You and any other Builders or Manufacturers through the Portal. You agree that Your communications with other Builders and Manufacturers through the Portal will not: (a) violate this Agreement; (b) violate the Privacy Policy (as defined below); (b) violate any applicable Laws (as defined below); (c) be libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (d) constitute an infringement, misappropriation or violation of the rights of any third party; (e) be illegal in any way or advocate illegal activity; (f) be false, misleading or inaccurate; (g) be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement; or (h) constitute the unauthorized practice of medicine, therapy, law or other professional service.

7.3 Portal Content. Unless otherwise noted on the Portal, all Content made available by or on behalf of HomeSphere through the Portal (“**Portal Content**”), is owned by HomeSphere and its other third party providers. All Portal Content is provided for informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Portal Content and for Your use of any Portal Content. Conditioned on Your continued compliance with this Agreement, You may access the Portal Content solely for Your own business purposes in connection with Your participation in HomeSphere’s Incentive Programs. You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Portal Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Portal Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Portal Content. HomeSphere is not responsible for any errors or omissions in any Portal Content. Except as set forth in this Agreement, You are granted no licenses or other rights in or to any Portal Content, or any IPR (as defined below) therein or related thereto. If You would like to use any Portal Content in a manner not permitted by this Agreement, please contact HomeSphere.

7.4 Third-Party Offerings. The Portal may provide You with access to certain Services developed, provided, or maintained other third-party providers (“**Third Party Services**”). In addition to the terms of this Agreement, Your access to and use of any Third Party Services is also subject to any other agreement You may agree to before accessing any Third Party Services (each, a “**Third Party Service Agreement**”). The terms of any Third Party Service Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement but will not apply to any other Services You may access through the Portal. Except as set forth in this Agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement.

8. CONTENT. You are solely responsible for all Content that You may upload or provide through Your use of or access to the Portal (collectively, “**Your Content**”). As between You and HomeSphere, You retain ownership of Your Content. However, by providing any of Your Content through the Portal, You grant HomeSphere a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, modify, distribute, and display (“**Use**”) Your Content in any form or format. You will ensure that none of Your Content or the use of Your Content by HomeSphere: (1) violates this Agreement; (2) violates the Privacy Policy; (2) violates any applicable laws, rules or regulations (“**Laws**”); (3) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (4) constitutes an infringement, misappropriation or violation of the IPR or other rights of any third party; (5) is illegal in any way or advocates illegal activity; (6) is an advertisement or solicitation of funds, goods, or services; (7) is false, misleading or inaccurate; or (8) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. HomeSphere is not responsible or liable for any deletion, correction,

destruction, damage, loss or failure to store, restore or back-up any of Your Content. You agree that You have all right, title, interest, and consent in Your Content necessary to allow HomeSphere to Use Your Content as set forth in this Agreement. Without limiting the foregoing, HomeSphere will not be held liable to You or any other third party for any Content (including Your Content) under a Federal Law called the Communications Decency Act or CDA, 47 U.S.C. § 230.

9. DATA. In addition to the other rights You grant to HomeSphere under this Agreement, You agree that HomeSphere may use the information HomeSphere collects from You through Your use of the Portal and Your participation in HomeSphere's Incentive Programs (whether or not through the Portal) as described in the HomeSphere Privacy Policy posted to the Portal ("**Privacy Policy**"). Notwithstanding anything in the Privacy Policy, HomeSphere will have the right to use information collected from You through Your use of the Portal and Your participation in HomeSphere's Incentive Programs for any lawful business purpose without a duty of accounting to You, provided that the information is used only in a non-identifiable form that does not directly identify You or any of Your Users as the source thereof. Any such non-personally identifiable information will be owned by HomeSphere.

10. PURCHASES. In addition to the Content and Services available for no charge through the Portal, You may be offered the opportunity to purchase, subscribe to, or otherwise obtain access to other products or services through the Portal for a fee. Any purchase of or subscription to any other products or services will be subject to any terms and conditions displayed on or through the Portal in connection with the purchase or subscription in addition to the terms of this Agreement. Unless otherwise indicated on the Portal, purchases or subscriptions made by You through the Portal cannot be exchanged and any fees or charges in connection with those purchases or subscriptions are non-refundable. All information that You provide in connection with a purchase or other transaction through the Portal will be accurate, complete and current. You authorize HomeSphere (or a company chosen to act on behalf of HomeSphere) to charge the credit card, debit card, or any other payment method You provide in connection with any transaction made through Your Account on the Portal and agree to honor all charges incurred in connection with any such transaction.

11. TERMINATION. This Agreement may be terminated by either party if the other party materially breaches any provision of this Agreement or the Participation Agreement and fails to cure such material breach within 30 days following notice thereof from the non-breaching party. This Agreement will also terminate upon any termination or non-renewal of your applicable Participation Agreement. Upon termination of this Agreement for any reason: (1) all rights and subscriptions granted to You under this Agreement will terminate; (2) You will immediately cease all use of and access to the Portal and all Content and Services (including all Content You obtained prior to termination); and (3) HomeSphere may, in its sole discretion, delete Your Account and any of Your Content held by HomeSphere. Sections 1 (Definitions), 9 (Data), 10 (Purchases), 11 (Termination), 14 (Ownership), 15 (Representations and Warranties), 16 (Disclaimers), 17 (Indemnity), 18 (Limitation on Liability), 20 (Disputes), 21 (Governing Law and Venue), 22 (Notices) and 24 (Additional Terms) will survive any expiration or termination of this Agreement.

12. SUSPENSION. Without limiting HomeSphere's right to terminate this Agreement, HomeSphere may also suspend access to Your Account and the Portal or any Content or Services (including Your Content), with or without notice to You, upon any actual, threatened or suspected breach of this Agreement or applicable Law or upon any other conduct deemed by HomeSphere, in its sole discretion, to be inappropriate or detrimental to the Portal, Services, HomeSphere, or any other Builder, Manufacturer, or third party.

13. PORTAL TECHNOLOGY. The Portal and the software, hardware and other technology used by or on behalf of HomeSphere to operate the Portal (collectively, the "**Technology**") constitute valuable trade secrets of HomeSphere. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.

14. OWNERSHIP. HomeSphere retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Portal and all Content and Services under this Agreement. The HomeSphere name, logo and all product and service names associated with the Portal and all Content and Services are trademarks of HomeSphere and its licensors and providers and You are granted no right or license to use them. For purposes of this Agreement, "**IPR**" means all intellectual property and all intellectual property and proprietary rights throughout the world, including all copyrights, trademarks, service marks, trade secrets, patents (and patent applications), moral rights, rights in data and databases, contract rights, and any and all other legal rights protecting data, information or intangible property throughout the world.

15. REPRESENTATIONS AND WARRANTIES.

15.1 Mutual. Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement.

15.2 Compliance With Laws. You acknowledge that the Portal is a general purpose online service and is not specifically designed to facilitate compliance with any specific Law. You acknowledge that You will access and use the Portal and make use of the Services and Content through the Portal only in compliance with all Laws applicable to You and all such Services and Content. HomeSphere is not responsible for notifying You of any such Law, enabling Your compliance with any such Law, or for Your failure to comply. You represent and warrant to HomeSphere that Your Content and Your use of and access to the Portal and all Services and Content will comply with all applicable Laws and will not cause HomeSphere itself or any other Builder or Manufacturer to violate any applicable Laws.

16. DISCLAIMERS. THE PORTAL AND ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." HOMESPHERE AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY OR CURRENCY OF THE PORTAL OR ANY CONTENT OR SERVICES AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE PORTAL CONTENT. HOMESPHERE AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PORTAL, CONTENT, SERVICES, AND ALL OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HOMESPHERE, ITS EMPLOYEES, PROVIDERS OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

17. INDEMNITY. You hereby agree to indemnify, defend, and hold harmless HomeSphere and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) Your access to or use of the Portal or any Content, or Services; (2) Your Content or any access to or use thereof; or (3) Your breach of any representation, warranty, or other provision of this Agreement. HomeSphere will provide You with notice of any such claim or allegation, and HomeSphere will have the right to participate in the defense of any such claim at its expense.

18. LIMITATION ON LIABILITY. HOMESPHERE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PORTAL OR ANY CONTENT OR SERVICES, EVEN IF HOMESPHERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. HOMESPHERE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CONTENT AND SERVICES PROVIDED UNDER THIS AGREEMENT OR THROUGH THE PORTAL, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO HOMESPHERE IN THE 3 MONTH PERIOD PROCEEDING THE EVENTS GIVING RISE TO THAT LIABILITY. YOU AGREE THAT HOMESPHERE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, HOMESPHERE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19. CLAIMS OF INFRINGEMENT. HomeSphere respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Portal without Your authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to:

HomeSphere LLC
Attn: Copyright Infringement Agent
14142 Denver West Parkway, Suite 255
Lakewood, CO 80401

Please provide the following information to HomeSphere's Copyright Infringement Agent: (1) the identity of the infringed work, and of the allegedly infringing work; (2) Your name, address, daytime phone number, and email address, if available; (3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) 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; and (5) Your electronic or physical signature.

20. DISPUTES. Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation,

performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a “**Dispute**”), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration of the American Arbitration Association (“**AAA**”) then in effect (the “**Rules**”). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by HomeSphere in Denver, Colorado U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

21. GOVERNING LAW AND VENUE. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado, U.S.A. as such laws apply to contracts between Colorado residents performed entirely within Colorado without regard to the conflict of laws provisions thereof. Subject to Section 20 (Disputes), each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal court in the District of Colorado, U.S.A. or in state court in Denver, Colorado U.S.A., and You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by HomeSphere.

22. NOTICES. Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to HomeSphere by postal mail to the address for HomeSphere listed on the Portal. HomeSphere may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to HomeSphere in connection with Your Account, provided that in the case of any notice applicable both to You and other Users of the Portal, HomeSphere may instead provide such notice by posting on the Portal. Notices provided to HomeSphere will be deemed given when actually received by HomeSphere. Notice provided to You will be deemed given 24 hours after posting to the Portal or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

23. LINKED SITES. The Portal and Services may contain links to third-party sites or Content that are not under the control of HomeSphere. If you access a third-party site or Content from the Portal or through the Services, then you do so at your own risk and HomeSphere is not responsible for any content on any linked site or content. You may not link to, frame, or otherwise incorporate into another site any Content on the Portal without prior written consent.

24. ADDITIONAL TERMS. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by HomeSphere under this Agreement must be in writing or later acknowledged by HomeSphere in writing. Any waiver or failure by HomeSphere to enforce any provision of this Agreement on one occasion will not be deemed a waiver by HomeSphere of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys’ fees, including costs and fees on appeal. Neither this Agreement nor any of Your rights or obligations hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of HomeSphere. Any assignment in violation of the foregoing will be null and void. HomeSphere may assign this Agreement to any party that assumes HomeSphere’s obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any reference herein to “including” will mean “including, without limitation.” Upon request from HomeSphere, You agree to provide HomeSphere with such documentation or records with respect to Your activities under this Agreement as may be reasonably requested for HomeSphere to verify Your compliance with the terms of this Agreement and all applicable Laws.