



Terms of use

EFFECTIVE DATE: February 9, 2021

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS AND THE BLEND REALTY SERVICE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE “MANDATORY ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW, AS WELL AS A FORUM SELECTION CLAUSE AS DETAILED IN THE “CONTROLLING LAW AND SEVERABILITY” SECTION BELOW.

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE SERVICE (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICE IN ANY MANNER.

Welcome to Blend Brokerage, Inc. dba Blend Realty (“Blend Realty”, “Blend Moving Services”, “we”, “our”, or “us”). Please read on to learn the terms, rules, and restrictions (“Terms of Use” or “Terms”) that govern your use of our products, services, and platform (referred to collectively as the “Service”). For purposes of these Terms, “you” and “your” mean the Service account creator, authorized signer, authorized representative, delegate, and/or other authorized user. Further, Blend Realty is a separate entity from Blend Labs, Inc. (“Blend Labs”) where you may have previously applied for a residential loan or mortgage. The Service facilitates the process of collecting and providing your information to real estate brokers (“Broker” or “Brokers”), for the purposes of connecting you with a real estate agent. The Service also facilitates the process of collecting and providing your information to moving services including, but not limited to, moving companies, address updating services, and home phone, cable, and internet providers (“Moving Services”). If you have any questions, comments, or concerns regarding these Terms or the Service, please contact us at help@blend-brokerage.com.

These Terms of Use are a legal agreement between you and Blend Realty. The Terms include the provisions below, as well as those in the [Privacy Policy](#). You acknowledge and agree that, by accessing or using the Service, uploading or posting any content to the Service, or providing or sharing your information to Blend Realty through the Service you are indicating that you have read, understand, and agree to be bound by

these Terms. *If you do not agree to these Terms in their entirety, then you have no right to access or use the Service in any manner.*

We may, from time to time, modify or update these Terms of Use as we improve or modify our Service, and reserve the right to do so at our discretion. If so, we will post the updated Terms on the Service page and provide you with an email notice. *If you do not agree to, or cannot comply with, the modified Terms in their entirety, you must stop using the Service completely.* The updated Terms will take effect after their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Mandatory Arbitration and Class Action Waiver section of these Terms (*below*). Your continued use of the Service after any such update constitutes your binding acceptance of such changes. Updates to the Terms supersede prior versions of the Terms. You are responsible for reading and understanding the updated Terms. You can direct questions to help@blend-brokerage.com.

1. Eligibility And Scope

- Eligibility. To use the Service you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction) and competence. If you're agreeing to these Terms on behalf of an organization, entity, or co-applicant, you represent and warrant that you are authorized to agree to these Terms on behalf of that organization, entity, or co-applicant and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization, entity, or co-applicant). *If Blend Realty has previously prohibited you from accessing the Service, you do not have permission to access the Service.*
- You expressly agree that if you are located in any member state that is part of the European Economic Area or any member state that has adopted the General Data Protection Regulation, you are not permitted to use the Platform and you are not permitted to provide any personal data to us.

2. Account Registration; Account Use

- Account Registration and Confidentiality. You may be required to sign up for a Blend Realty Service account (“Account”), in addition to your Blend Labs account, and to provide information such as your email address, an account password, answers to security questions, and phone number for creating and authenticating an Account (“Credentials”). If so, you agree to provide us with Credentials that are accurate, complete, and current. We use these Credentials (specifically your email address and phone number) for means of contacting you. You may not use for your Service account an email address or phone number that you do not have the right to use, or another person’s email address or phone number or other identifier with the intent to impersonate that person. In addition, you agree that you will protect the security of your Service e-mail address, phone number, account, and password, and that you will not share your Service account or password with anyone without our written permission. If you fail to follow this Term, you are solely responsible for resulting damages and Blend Realty is relieved of all liability. For information regarding the security of your Credentials and steps you may need to take in order to ensure the security of your Credentials, please consult our [Privacy Policy](#).
- Unauthorized Account Use. You are responsible for any activity associated with your Service account, and for notifying us at help@blend-brokerage.com if you become aware of any unauthorized access to your Service account. You understand and agree that we may require you to provide information that we will use to confirm your identity and help ensure the security of your Service account. ***Blend Realty will not be liable for any loss, damages, liability, expenses or attorneys’ fees that you may incur as a result of someone else using your Blend Realty password or account, as a result of your use or misuse, with or without your knowledge, and regardless of whether you have or have not advised us of such unauthorized use.*** In such case, you will be liable for losses, damages, liability, expenses and attorneys’ fees incurred by Blend Realty or a third party due to someone else’s use of your Service account.

3. Description Of Blend Moving Services

BLEND MOVING SERVICES IS NOT A BROKER OF HOUSEHOLD GOODS AND BLEND REALTY DOES NOT ARRANGE (OR OFFER TO ARRANGE) FOR THE TRANSPORTATION OF HOUSEHOLD GOODS. BLEND MOVING SERVICE’S ROLE IS LIMITED TO THE INTRODUCTION OF CONSUMERS TO MOVING COMPANIES, AND

COMMUNICATING USERS' REQUESTS FOR RESERVATIONS TO SAID MOVING COMPANIES. NO BROKERAGE RELATIONSHIP OR ANY AGENCY OR FIDUCIARY RELATIONSHIP IS INTENDED TO BE OR SHALL BE DEEMED TO HAVE BEEN CREATED BETWEEN BLEND MOVING SERVICES AND ANY MOVERS, STORAGE OPERATORS, AND/OR USERS.

Blend Moving Services does not provide transportation or storage services itself, and does not assume carrier, valuation, or insurance obligations for your move or items you may store. We provide to you quotes from participating Movers and Storage Companies that may be a fit for your particular needs based on the specifications for your move that you provide to us. If you change or update any specifications for your move the prices may increase, and you may be required to pay any additional costs prior to your move. After selecting a Mover or Storage Operator you will enter into a separate agreement(s) with them in regard to the actual shipping and/or storage terms which may include, but are not limited to, a Written Estimate, Order for Service, Bill of Lading, Storage Contract, or Storage Lease.

You acknowledge and understand that under Section 14104 of Title 49 U.S.C. that you are entitled to receive a written estimate for transporting your household goods, and that Movers must conduct a physical survey of the articles you intend to transport in order to provide an estimate of charges based on this physical survey. You further acknowledge and agree that you may waive your rights to a physical inspection of goods and that your use of Blend Moving Services constitutes your waiver of this right to receive an estimate based on a physical survey of your shipment.

4. Technical Requirements

Use of the Service may be available through a compatible mobile device with Internet access and require certain software. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees associated with them, as well as for complying with the terms of your mobile device and telecommunications provider. BLEND REALTY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO (A) THE AVAILABILITY OF A TELECOMMUNICATION SERVICE FROM YOUR PROVIDER

OR ACCESS TO A TELECOMMUNICATION SERVICE FROM YOUR PROVIDER AT ANY TIME OR FROM ANY LOCATION; (B) ANY LOSS, DAMAGE, OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICE FROM YOUR PROVIDER; AND (C) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS IN CONNECTION WITH A TELECOMMUNICATION SERVICE FROM YOUR PROVIDER.

5. Our Proprietary Rights

- Intellectual Property Rights. The Service is owned and operated by Blend Realty and contains material which is derived in whole or in part from material supplied by Blend Realty and our partners, including Blend Labs, as well as other sources, and is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. The Service is also protected as a collective work or compilation under U.S. copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service. You acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by Blend Realty and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Blend Realty and such others. You agree to protect the proprietary rights of Blend Realty and all others having rights in the Service during and after the term of these Terms and to comply with all reasonable written requests made by Blend Realty, our suppliers and licensors of content or otherwise (“Suppliers”), and Brokers to protect their and others’ contractual, statutory, and common law rights in the Service. You agree to notify Blend Realty immediately upon becoming aware of any unauthorized access or use of the Service by any individual or entity or of any claim that the Service infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Service shall, as between you and Blend Realty, at all times be and remain the sole and exclusive property of Blend Realty.

- Use of Marks. You may not use any of Blend Realty’s trademarks, trade names, service marks, copyrights, or logos in any manner which creates the impression that such items belong to or are associated with you or, except as otherwise provided herein, are used with Blend Realty’s consent, and you acknowledge that you have no ownership rights in or to any such items.

6. Authorization To Retrieve And Use Information You Provide

- Account Information. Where available, for the purpose of completing your application, Blend Realty and our agents may access and retrieve, or enable you to initiate access to and retrieval of, account information and other data and documents (“Account Information”) from your Blend Labs profile and applications, in accordance with our Privacy Policy. As part of the Service, we also transmit to your Broker, and potentially its successors-in-interest, Account Information. If you engage Blend Moving Services to provide moving related services to you, We may also transmit your Account Information to the providers of the Moving Services. By using the Service, you expressly authorize Blend Realty and our agents to access, retrieve, and transmit Account Information as part of the Service, on your behalf, and as your agent. By using the Service, you also authorize Blend Realty and our agents to access, retrieve, and transmit Account Information through the Service. When available, such information may be prepopulated in the Service.

As part of these Terms and solely for the purpose of providing the Service, you grant Blend Realty and our agents a limited power of attorney and appoint Blend Realty and our agents as your attorney-in-fact and agent to retrieve Account Information with the full power and authority to do and perform each task necessary in connection with such activities as you could do in person. Blend Realty cannot always foresee or anticipate technical or other difficulties that may result in failure to obtain data or in loss of data. *Further, Blend Realty does not assume responsibility for the timeliness, accuracy, deletion, or non-delivery of, unintentional or negligent loss of, or failure to store, any data.*

- Feedback. Feedback you provide to us about your user experience with the Service, by email or through other mediums, excluding personally identifiable consumer information, shall be deemed to be non-confidential, and we assume no obligation to protect such information from disclosure or provide compensation to you. The submission of such information to us shall in no way prevent the purchase, manufacture, or use of similar products, services, plans, and ideas by us for any purpose whatsoever, and we shall be free to reproduce, use, disclose, and distribute the information to others without restriction.

7. License And Prohibited Conduct

Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Service only for your own internal, personal, or non-commercial use, and only in a manner that complies with all local, state, national, and foreign laws, treaties, regulations, and other legal requirements that apply to you or your use of the Service, including those relating to data security and data privacy. **If your use of the Service is prohibited by applicable law, then you do not have authorization to use the Service.** Blend Realty is not responsible for unlawful uses of the Service.

License You Grant Blend Realty. Anything you upload, share, store, or otherwise provide, including Account Information, is content that you provide. In order to display your content on the Service, you grant us certain rights in that content. As such, you hereby grant Blend Realty a license to translate, modify (for technical purposes, such as making your content viewable on a mobile device as well as a computer), reproduce, and otherwise act with respect to such content, in each case to enable us to enhance the operation of the Service, or to provide products or Service to you through or in connection with the Service. You also grant Blend Realty a license to aggregate and/or de-identify the information you provide, which Blend Realty may use for improving the Service and developing business analytics, as discussed in our [Privacy Policy](#). This is a license only; your ownership in the content you provide is not affected. You agree that the licenses you grant are royalty-free, perpetual, sub-licensable, irrevocable, and worldwide. In addition, please note that the foregoing licenses are subject to our [Privacy Policy](#).

Prohibited Uses. Use of the Service for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

- Use the Service to harass, abuse, or threaten any other person;
- Provide information that is unlawful, harmful, tortious, defamatory, libelous, or invasive of another’s privacy;
- Use the Service commercially, for benchmarking, or to compile information for any product or service;
- Copy, download (other than for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Service by any means except as provided for in these Terms or with the prior written consent of Blend Realty;
- Scrape, access, monitor, index, frame, link, or copy any content or information on the Service by accessing the Service in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly available portions of the Service through a browser or accessing the Service through any approved API;
- Violate the restrictions in any robot exclusion headers of the Service, if any, or bypass or circumvent other measures employed to prevent or limit access to the Service;
- Post material that advocates illegal activity or discusses illegal activities with the intent to commit them (in either case as determined by Blend Realty in our sole discretion);
- Upload or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, “disabling,” “lock out,” or “metering” device, or any malicious code);
- Attempt to disable, overburden, or impair the proper working of the Service;

- Use the Service to distribute any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark, or other proprietary notice contained on the Service;
- Make available trade secrets or other confidential or proprietary information, or provide any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to insider information, or confidential or proprietary information learned or disclosed as part of employment relationships or under non-disclosure agreements;
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity;
- Frame, inline link, or similarly display the Service or any portion thereof;
- Violate these Terms or any guidelines or policies posted by Blend Realty;
- Facilitate violations of these Terms or the [Privacy Policy](#); and/or
- Interfere with any other party's use and enjoyment of the Service.

Blend Realty reserves the right, but not the obligation, in our sole and absolute discretion, to remove any information provided by you, block access to the Service, and/or deactivate your Service account for violation of these Terms.

8. Legal Compliance

You acknowledge, consent, and agree that Blend Realty may access, preserve, and disclose content you provide us if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by our [Privacy Policy](#) or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process (e.g., a subpoena, court order, or warrant); (2) to enforce these Terms; (3) to respond to claims that any content violates the rights of third parties; (4) to protect the rights, property, or personal safety of Blend Realty, our agents and affiliates, our users, and the public; and/or (5) to address your requests. This includes exchanging information with other companies and organizations for fraud protection, spam/malware prevention, and similar purposes.

The Service may not currently be available in all states. Blend Realty makes no representation that the Service and related products are appropriate or available for use outside of the states where Blend Realty is currently offering the Service. If you access the Service from other locations, you hereby acknowledge and agree that you are viewing the Service and related products for general informational purposes only.

In addition, please note that Blend Realty is not in the business of providing professional services or legal, tax, insurance, or other advice through or relating to this Service. Please consult your professional advisors with questions relating to your use of the Service.

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9. WARRANTIES AND DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. BLEND REALTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF PRODUCTS OR SERVICES OFFERED OR PURCHASED THROUGH THE SERVICE. PRODUCTS AND SERVICES OFFERED OR PURCHASED (WHETHER OR NOT FOLLOWING SUCH RECOMMENDATIONS AND SUGGESTIONS) THROUGH THE SERVICE ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND

FROM BLEND REALTY OR OTHERS (UNLESS, WITH RESPECT TO SUCH OTHERS ONLY, PROVIDED EXPRESSLY AND UNAMBIGUOUSLY IN WRITING BY A DESIGNATED THIRD-PARTY FOR A SPECIFIC PRODUCT OR SERVICE). THE SERVICE IS PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICE IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLEND REALTY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY.

IF YOU ENGAGE BLEND MOVING SERVICES TO ASSIST WITH YOUR MOVING NEEDS, THE ACTUAL SHIPMENT AND/OR STORAGE TRANSACTION IS SUBJECT TO TERMS BETWEEN YOU AND THE MOVER AND/OR STORAGE OPERATOR ONLY AND WE ASSUME NO RESPONSIBILITY OVER QUALITY, SAFETY, AND LEGALITY OF THE TRANSACTION BETWEEN YOU AND THE MOVER AND/OR STORAGE OPERATOR. WE MAKE NO WARRANTIES AND PROVIDE NO ASSURANCES TO YOU UNDER THESE TERMS REGARDING THE COMPLETION OF A DELIVERY AND YOUR SATISFACTION WITH THE MOVERS’ AND/OR STORAGE OPERATORS PERFORMANCE.

BLEND REALTY MAKES NO REPRESENTATION, WARRANTY, GUARANTEE, OR PROMISE THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULTS.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL BLEND REALTY BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO BLEND REALTY IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM.

If you are a California resident, you hereby waive California Civil Code §1542, which says: *“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”* This release includes the criminal acts of others.

In the event that you have a dispute with any third-party, you agree that Blend Realty is under no obligation to become involved on your behalf. You release Blend Realty, and our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way relating to such disputes and/or the Service.

11. Exclusions And Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Sections 8 and 9. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Sections 8 and 9 specifically *do* apply to you.

12. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BLEND REALTY AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AFFILIATES AND REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING) HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE IN CONNECTION WITH OR ARISING OUT OF YOUR VIOLATION OF THESE TERMS OR OUR [PRIVACY POLICY](#), AND/OR YOUR SUBMISSION, POSTING, OR TRANSMISSION OF CONTENT TO THE SERVICE. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT, YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

13. Fees

Blend Realty currently provides the Service at no cost to users, but we reserve the right to charge for certain or all use of the Service in the future. **Nothing in these Terms of Use should be read to preclude us from charging fees in the future.** We will notify you before any use of or access to the Service begins incurring fees. **If you wish to continue using the Service after that time, you will be required to pay all**

applicable fees. Blend Realty receives a commission paid for by the Brokers in connection with the settlement transaction.

14. Third Party Links And Service

Blend Realty has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in, any third-party or Broker websites or by any third-party or Broker that you interact with through the Service. In addition, Blend Realty will not and cannot monitor, verify, censor, or edit the content of any third-party or Broker website or service. By using the Service, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

15. Modification And Termination

- Modification of Service. Blend Realty reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof), with or without notice. You agree that Blend Realty shall not be liable to you or any third-party for any modification, suspension, or discontinuance of the Service.
- Termination. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Service at any time for any or no reason at all, with or without notice to you. Grounds for such termination shall include, but not be limited to, (a) breaches or violations of these Terms or other agreements, (b) requests by law enforcement or government agencies, (c) discontinuance or material modification of the Service (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) activities related to protecting the rights, property, or safety of Blend Realty, our agents and affiliates, or our users and the public, or (g) if you provide any information that is false, inaccurate, misleading or misidentifying yourself, out-of-date, or incomplete. If we terminate your right to access the Service, these Terms will terminate and all rights you have to access the Service will immediately terminate; however, certain provisions of these Terms will still apply post-termination, including without limitation, the Mandatory Arbitration and Class

Action Waiver provisions. Termination of your Service account may also include, at Blend Realty's sole discretion, the deletion of your Service account and/or content.

16. MANDATORY ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

- Application. You and Blend Realty agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 15 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.
- Initial Dispute Resolution. Most disputes can be resolved without resorting to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at help@blend-brokerage.com, and provide a brief written description of the dispute and your contact information (including your username, if your dispute relates to a Service account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Blend Realty, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.
- Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided below regarding intellectual property and small claims court claims) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of Blend Realty shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration

Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

- Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- Filing a Demand. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at jamsadr.com); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco California 94111; and (c) send one copy of the Demand for Arbitration to us at: Blend Realty, Inc., 415 Kearny Street, San Francisco, CA 94108.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Blend Realty will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Blend Realty will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration.

- Class Action Waiver. The parties further agree that the arbitration shall be conducted in the parties' respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND BLEND REALTY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL

CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

- Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to at help@blend-brokerage.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Service. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Blend Realty also will not be bound by them.
- Changes to This Section. Blend Realty will provide thirty (30) days' notice of any changes to this section by posting on the Service. Amendments will become effective thirty (30) days after they are posted on the Service or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Service.
- Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Service.

17. Controlling Law And Severability

These Terms will be interpreted in accordance with the laws of the State of California, without regard to its conflict-of-law provisions. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. If any part of these Terms is considered invalid, it shall be enforced as effectively as possible while all other provisions remain in full effect.

18. GENERAL TERMS

- Force Majeure. Under no circumstances shall Blend Realty or our licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond our reasonable control.
- No Waiver; Severability. No waiver of any term of these Terms will be binding unless in writing, no waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure of Blend Realty to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.
- Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
- Statute of Limitations. Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- Miscellaneous. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Blend Realty and govern your use of the Service provided by Blend Realty and supersede any prior agreements between you and Blend Realty on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Blend Realty without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Blend Realty. No agency, partnership, joint

venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. These Terms will not be construed against the drafter. The section titles in these Terms are for convenience only and have no legal or contractual effect.

- Notices. We may deliver notice to you by email, posting a notice on the Service, or any other method we choose, and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and processed and you must use the following email address: help@blend-brokerage.com.

19. Questions

If you have any questions or concerns regarding these Terms, please send us a detailed message to help@blend-brokerage.com and we will try to resolve your concerns.

Blend Realty, Inc.

415 Kearny Street

San Francisco, CA 94108

help@blend-brokerage.com

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Blend Brokerage, Inc. dba Blend Realty is a licensed real estate brokerage and will receive compensation in connection with the purchase and sale of real estate. See the Terms of Use for additional information regarding Blend Realty.

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

POWERED BY BLEND

Blend Realty is powered by Blend, a technology platform that's reimagining consumer lending. To learn more, visit blend.com. All real estate brokerage services are provided by Blend Brokerage, Inc. dba Blend Realty.



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Rebate Terms and Conditions

Effective Date: February 14, 2020

The rebate amount is not guaranteed. Lender approval is required. In some circumstances your lender may not allow you to receive a rebate or may restrict the

amount of rebate that Blend Brokerage, Inc. dba Blend Realty (“Blend Realty”) or its network agents can provide. As a result, Blend Realty recommends that you discuss the anticipated receipt of the rebate with your lender. Unless previously agreed to in writing, the rebate will only be issued to the person(s) and/or entity who is the primary applicant for this online mortgage application, subject to verification that they are listed on the recorded deed transferring ownership of the subject real property, regardless of whether such persons or entity are the buyer. Subject to the limitations stated herein and where allowed, the rebate will be provided at or after closing. The rebate amount is subject to adjustment or cancellation: (a) if the commission received by Blend Realty or its network agents is less than the rebate calculated based on the below Rebate Calculation, (b) if the rebate is either disclosed inaccurately or not disclosed on the Closing Disclosure or HUD-1, (c) if the commission amount provided to Blend Realty or its network agents changes after the acceptance of these terms and conditions or must be shared with additional parties, (d) if the subject property is purchased as a short sale, or (e) if Blend Realty or its network agents are prohibited from distributing the rebate or any portion thereof.

In Order To Receive The Rebate:

- You must utilize a Blend Realty agent or Blend Realty network agent to complete your real estate purchase transaction.
- The buyer’s agent commission must be at least 2% of the purchase price.
- The property purchased must be in an eligible state. This rebate offer is not available where prohibited by state law. The following states are not eligible: Alaska, Alabama, Iowa, Kansas, Louisiana, Michigan, Missouri, Mississippi, Oklahoma, Oregon, and Tennessee.
- The purchase price must be at least \$150,000.
- The real estate purchase transaction must be completed within two (2) years from the time you accept these terms and conditions. This offer is valid only on the initial purchase transaction.
- If applicable, you must provide your Social Security Number for use in filing a 1099 Form with the Internal Revenue Service concerning the payment of the Rebate.
- Blend Realty or the Blend Realty network agent must receive a copy of your HUD-1 or Closing Disclosure (as applicable), evidencing the final terms of the

transaction. You must provide a release in order for this information to be disclosed to Blend Realty or the Blend Realty network agent.

Rebate Calculation

- Subject to the terms and conditions outlined above, the buyer rebate will be up to 1% of the purchase price of the subject property, subject to applicable terms and conditions.
- By agreeing to be connected with a real estate agent through Blend Realty, you acknowledge and agree to these Rebate Terms and Conditions. Blend Realty may update or modify these Rebate Terms and Conditions in its discretion.

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Privacy Policy

Effective date: February 19, 2021

If you are California resident, please see our [Notice at Collection for California Residents](#).

This Privacy Policy (“Policy”) applies to the application, products, services, customer service, and platform (referred to collectively as the “Service”) owned, operated, and provided by Blend Brokerage, Inc. dba Blend Realty (“Blend Realty”, “Blend Moving Services”, “we”, “our”, or “us”). Further, Blend Realty is an affiliate of but separate entity from Blend Labs, Inc. (“Blend Labs”) where you may have previously used the products, services, and platform to apply for a mortgage or other loan (referred to collectively as the “Blend Platform”). The Service facilitates the process of collecting and providing your information to real estate brokers (“Brokers”), for the purposes of connecting you with a real estate agent. The Service also facilitates the process of collecting and providing your information to providers of Moving Services which include, but are not limited to, moving companies, address updating services, and home phone, cable, and internet providers (“Moving Services”). For purposes of this Policy, “you” and “your” mean the Service account creator, authorized signer, authorized representative, delegate, and/or other authorized Service user, including a co-applicant or co-applicants. Except as provided herein, this Policy describes and governs the information collection, use, and sharing practices of Blend Realty with respect to the Service.

We take the privacy of your personally identifiable information (“Personal Information”) seriously, but before you use or submit any information on or through the Service, please carefully review this Policy and our [Blend Realty Terms of Use](#). Like the Terms of Use, **this Policy is a legal agreement between you and Blend Realty**. By using any part of the Service, you consent to the collection, use, and disclosure of the information you provide as further outlined in this Policy. **If you do not agree to this Policy in its entirety, then you have no right to access or use the Service in any manner**. You also consent to follow the outlined methods afforded to you to update and correct the Personal Information you provide to us. We will continue to evaluate this Policy as we update and expand the Service and our offerings, and we may make changes to the Policy accordingly. Any changes will be incorporated into this Policy, posted on the Service and may also be emailed to you. The updated Policy will take effect after its posting and apply on a going-forward basis, unless otherwise provided in a notice to you. **Your continued use of the Service will signify your understanding and acceptance of the terms of the updated Policy, if**

you do not agree to, or cannot comply with, the modified Policy in its entirety, you must stop using the Service completely.

What Information Does Blend Brokerage Collect?

We collect information in multiple ways, including when you provide information directly to us, and when we passively collect information from you, such as from your browser or device(s). We may also, with your prior consent, collect information when you use the Service.

As described further below and depending on what products/services you use and how you use the Service and interact with us, we may collect the following **categories of information** about you or your use of the Service:

- Identifiers (such as name and email address);
- Commercial information (such as transaction data);
- Internet or other network or device activity (such as browsing history and log data);
- Location information (such as general location information inferred from an IP address);
- Inference data about you (such as profiles we develop based on how you use the Service);
- Sensory information (such as audio or visual information);
- Insurance information (such as homeowners insurance);
- Financial data (such as loan amount); and
- Other information that identifies or can be reasonably associated with you.

Information You Provide To Us

We may collect information from you during your use of or access to the Service and/or the Blend Platform, such as when you:

- Register for a Blend Platform account in connection with your mortgage or other loan application;
- Apply for a mortgage or other loan through the Blend Platform;

- Request to be connected to a real estate agent through the Service;
- Grant us access to information from your Blend Platform account, such as property type and personal information;
- Request quotes or access to Moving Services
- Communicate with us; or
- Respond to surveys and customer service engagements.

For example, we may collect information such as your email address, phone number, current residence, and desired purchase location and property type, the address or location that will be the destination for your items to be moved or where other Moving Services you request will be provided. All such information we collect from you through or in connection with the Service is covered by this Policy and the *Terms of Use*.

Information Collected Automatically

Device/Usage Information

We may automatically collect certain information about the computer or device(s) (including mobile devices or tablets) you use to access the Service. As described further below, we may collect and analyze information such as (a) IP addresses (including city and state information), unique device identifiers, IMEI and TCP/IP addresses, and other information about your computer or device(s), browser types, browser language, operating system, mobile device carrier information, and the state or country from which you accessed the Service; and (b) information related to the ways in which you interact with the Service, such as: referring and exit web pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, statistical information about the use of the Service, the amount of time spent on particular pages, the date and time you used the Service, the frequency of your use of the Service, error logs, and other similar information. As described further below, we may use third-party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

Cookies and Other Electronic Technologies

We may also collect data about your use of the Service through the use of internet server logs, cookies, tracking pixels or other data collection and tracking technologies. A web server log is a file where website activity is stored. A cookie is a small text file that is placed on your computer when you visit a website that enables us to: (i) recognize your computer; (ii) store your preferences and settings; (iii) understand the web pages of the Service you have visited; (iv), enhance your user experience by delivering content specific to your interests; (v) perform searches and analytics; and (vi) assist with security administrative functions. Some cookies are placed in your browser cache. Tracking pixels (sometimes referred to as web beacons or clear GIFs) are tiny electronic tags with a unique identifier that are embedded in websites, online ads, and/or email and are designed to provide usage information like page clicks, measure popularity of the Service and associated content, and access user cookies. We do this to improve the Service, or to improve marketing, analytics, or Service functionality. However, we do not collect personal data about your activities across third-party sites or services, nor do we control the privacy practices of third parties, which may be governed by separate privacy policies. Simultaneously, tags and Cookies help us with our advertising and promotional activities (only in an aggregate, anonymous and non-personally-identifiable fashion and which does not reveal your name, address, telephone number or e-mail address). We may update this Policy from time to time as we adopt new technologies to gather additional information through other methods, *and your continued use of the Service indicates your understanding and acceptance of our use of these new technologies*. Please keep in mind that certain features on our site may not function properly if you do not permit cookies.

Please note that our Service may include links to other websites whose privacy practices may differ from those of Blend Realty. If you submit personal information to any of those websites, your information is governed by their privacy statements. We encourage you to carefully read the privacy statement or terms of cookie usage of any website you visit.

Information From Third-Parties

We may also obtain information about you from third parties such as third parties that provide products or services related to the Service.

How Will Blend Realty Use My Information?

Blend Realty may use the information we collect from and about you for the following business purposes (as defined by applicable law) and commercial purposes:

- To process and fulfill a transaction that you initiate or to provide products or services through or in connection with the Service;
- To connect you with a real estate agent;
- To connect you with moving companies;
- To connect you with telephone, internet, and cable companies;
- To connect you with address updating services;
- To send you information about your Service-related activities;
- To contact you with information or surveys regarding the Service;
- To process and respond to your inquiries or to request your feedback;
- For internal research and reporting;
- For account creation and maintenance;
- To promote customer reviews and testimonials in marketing and advertising material;
- To improve the content and features of the Service or develop new products or services;
- To personalize the content that you see on the Service (see “Personalize Content” section below);
- To process payments and billing and transactional matters;
- To prevent fraud and abuse of the Service;
- To enforce the legal terms that govern your use of the Service; and
- To administer and troubleshoot the Service.

We may also aggregate and/or de-identify the information we collect. We may use aggregated and/or de-identified information for improving the Service and developing business analytics and may also share such information and analytics with third parties. However, we never disclose aggregate or de-identified information to anyone in a manner that would identify you personally, as an individual.

How Does Blend Realty Personalize Content To My Interests?

Online and Email Analytics

We may use third-party web analytics services in conjunction with providing the Service, such as those of Google Analytics. These service providers use the sort of technology previously described in the “Cookies and other electronic technologies” section to collect information (including your IP address) to help us analyze how users use the Service, including by noting the third-party website from which you arrive, provide certain features to you, improve and develop the Service, monitor and analyze use of the Service, aid our technical administration, and verify that users have the authorization needed for us to process their requests. To prevent Google Analytics or a third-party from using your information for analytics, you may install the Google Analytics Opt-out Browser Add-on or other opt-out service, as applicable. If you get a new computer, install a new browser, erase or otherwise alter your browser’s cookie file (including upgrading certain browsers), you may clear the opt-out cookies, and you will need to re-visit the relevant opt-out page.

If you receive email from us, we may use certain tools, such as clear GIFs, to capture data such as when you open our message or click on any links or banners our email contains.

Notice Concerning Do Not Track Signals

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. We do not recognize or respond to browser-initiated DNT signals, as the internet industry is currently still working toward defining exactly what DNT means, what it means to comply with DNT, and a common approach to responding to DNT.

How Will Blend Realty Share My Information?

We may share the categories of information identified above with the following categories of third parties as described in this section.

- Real Estate Brokers and/or Real Estate Agents. We collect information for the purpose of connecting you with a real estate agent as part of your home shopping experience. We may connect you directly with a real estate agent or a Broker that maintains a network of agents who will connect you with a real estate agent in their network. We may share the information you provide with, and/or make that information available to, real estate agents, Brokers and/or their successors-in-interest in order to facilitate the process of providing the service you request from us
- Moving Companies, Telephone/Internet/Cable TV Providers, and/or Address Updating Services. We collect information for the purpose of connecting you with a moving company, telephone/internet/cable TV provider, or address updating service that may assist you in your move. We may connect you directly with a moving company who can provide for the transportation of your items from your current home to another residence or other location. We may also connect you with home telephone/internet/cable TV providers who can provide these services at your new home, or who may be able to assist you in moving your existing service to your new home. We may also connect you with an address updating service that will update your current address to that of your new residence. We will share your information with each of these service providers in order to facilitate the provision of the Moving Services you request from us.
- Service Providers and Other Third Parties. We may provide access to or share your information with select third parties who perform services on our behalf to facilitate the operation and functionality of the Service. For example, we may use companies that assist with billing, customer support, fulfillment, data storage, analysis and processing, legal services, and other relevant operations. We may also provide access to or share information with third parties as necessary to effect, administer, or enforce a transaction that you request or authorize. The Service may contain links to or “frame” third-party websites, applications, and other services available to support Service operations and functionality. By using the Service, you grant us the right to retrieve information from the relevant third-party on your behalf and transmit such information to the Carrier. We encourage our users to be aware when they access

third-party websites and/or leave the Service and to read the privacy statements of each and every site they visit that collects their information.

- Affiliates. We may share information we collect from and about you (and your device) with a parent, subsidiary or affiliate entity within the Blend Realty corporate family. Any organization to which we provide such information is required to keep your information confidential and to only use such information in accordance with this privacy statement.
- Consent. If we have your consent, we may disclose your information to any third party that provides products or services in support of the provision of the Service.
- Protection of Blend Realty and Others. By using the Service, you acknowledge, consent, and agree that we may access, preserve, and disclose your information, including but not limited to any user content, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process (e.g., a subpoena, court order, or warrant); (b) enforce our Terms of Service, this Policy, or other contracts with you, including investigation of potential violations thereof; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; and/or (e) protect the rights, property, or personal safety of Blend Realty, its agents and affiliates, and/or its users and/or the public. This includes exchanging information with other companies and organizations for fraud protection, spam/malware prevention, and similar purposes.
- Business Transfers. As we continue to develop our business, we may buy or merge with other companies. In such transactions (including in contemplation of such transactions, e.g., due diligence), user information may be among the transferred assets. If a portion or all of Blend Realty's assets are sold or transferred to a third-party pursuant to a corporate purchase, sale, or merger, customer information may be one of the transferred business assets.

How Does Realty Brokerage Secure My Data?

We have implemented administrative, technical, and physical security measures to protect against the loss, misuse, and/or alteration of your information. These safeguards vary based on the sensitivity of the information that we collect and store. For example, we store usernames, passwords, PINs, and other log-in information in encrypted and anonymized form. We restrict access to your information to our employees and others who we feel must use it to provide our products and services. Their use of your information is limited by law and written agreements where appropriate. We also maintain physical, electronic and procedural safeguards to protect your information. However, we cannot and do not guarantee that these measures will prevent every unauthorized attempt to access, use, or disclose your information because despite our efforts, no internet and/or other electronic transmissions can be completely secure.

We recommend that you change your passwords periodically, including on the Blend Platform and, if applicable, through the Service. You are responsible for maintaining the security of your account username and password. If you believe that your account username and/or password have been stolen or been made known to others, it is your responsibility to immediately contact Blend Realty at help@blend-brokerage.com and, if applicable, change your password. We are not responsible if someone else accesses your account through information they have obtained from you.

We recommend that you change your passwords periodically, including on the Blend Platform and, if applicable, through the Service. You are responsible for maintaining the security of your account username and password. If you believe that your account username and/or password have been stolen or been made known to others, it is your responsibility to immediately contact Blend Brokerage at help@blend-brokerage.com and, if applicable, change your password. We are not responsible if someone else accesses your account through information they have obtained from you.

What Rights Do I Have?

Email Communications. If you have provided contact information through the Service and decide that you do not want Blend Realty to use that information for anything

other than communications regarding your Service-related activities, you can opt-out of future use at any time by sending us an email at help@blend-brokerage.com. Please note that you will not be able to opt-out of emails about your Service-related activities, such as email alerts regarding your Service account, requests, or inquiries. Separately, you will be able to opt-out of marketing communications by clicking the “unsubscribe” link in the email.

Updating and Deleting Your Information (Non-California Residents). You may be able to add, update, or delete certain information through the Service. When you update information, however, we may maintain a copy of the unrevised information in our records for legal compliance purposes. We retain information for as long as needed to provide the Service. We may also retain some of the information for reasons including, but not limited to, compliance with applicable regulations, resolving disputes, and enforcing our agreements. We may also continue to use any aggregated or de-identified information for improving the Service and developing business analytics, but not in a manner that would identify you personally.

Nevada Residents. Under Nevada law, certain Nevada consumers may opt out of the sale of “personally identifiable information” for monetary consideration to a person for that person to license or sell such information to additional persons. “Personally identifiable information” includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online. We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law by sending us an email at help@blend-brokerage.com. Please note we will take reasonable steps to verify your identity and the authenticity of the request. Once verified, we will maintain your request in the event our practices change.

California Residents.

This section of the Policy applies solely to those individuals who reside in the State of California (“consumers” or “you”). We are providing this policy in compliance with the

California Consumer Privacy Act of 2018 (“CCPA”) and other applicable California privacy laws. Any terms used in this Notice that are not defined in the Notice itself have the same definition as used in the CCPA and its implementing regulations.

Notice at Collection for California Residents

- What Information We Collect: We collect the categories of information disclosed above in the “What Information Does Blend Realty Collect” section of the Policy. The exact information we collect about you depends on what products/services you use and how you use the Service and interact with us. We base the information in this disclosure on our data collection practices over the previous 12 months until present time.
- How We Use Your Information: We use your information for the business or commercial purposes described above in the “How Will Blend Realty Use My Information” section of the Policy. Exactly how we use your information depends on what products/services you use and how you use the Service and interact with us. We base the information in this disclosure on our data collection practices over the previous 12 months until present time.
- Blend Realty does not “sell” your personal information as defined by the California Consumer Privacy Act and its implementing regulations.
- Privacy Policy: California law requires among other things that we disclose the following in our Privacy Policy: (1) the information we collect about you, (2) the categories of sources from which we collect information about you, and (3) the business or commercial purposes for which we use the information we collect about you. Please see the “What Information Does Blend Realty Collect” and “How Will Blend Realty Use My Information” above for this information.

Right to Know: California law provides California consumers with the right to request that certain covered businesses provide you (i) the categories of personal information we collect, use, disclose or sell about you; (ii) the categories of sources of such information; (iii) the business or commercial purpose for collecting or selling your personal information (as applicable); (iv) the categories of personal information we sell or have sold or disclosed for a business purpose about you and the categories of

third parties to whom we've disclosed your personal information and, (v) specific pieces of personal information that we have collected about you. This "Right to Know" is subject to certain exceptions, and we may refuse to disclose the information requested under one or many of these exceptions.

Right to Delete: California law provides California consumers with the right to request that certain covered businesses delete personal information that they have collected from you. This "Right to Delete" is subject to certain exceptions. Furthermore, Blend Realty is not required to respond to requests for the Right to Know from users acting as an employee, owner, director, officer, or contractor of another entity or within the context of another entity in conducting due diligence regarding, or providing or receiving a product or service to or from such company. Please note, we need certain types of information so that we can provide the services to you. If you request deletion of your information and we are required to delete your information, you may no longer be able to access or use the services we provide.

Blend Realty does not sell your data: While the CCPA provides California residents with the right to opt out of the "sale" of their personal information, Blend Realty has not "sold" consumer personal information in the preceding 12 months and does not "sell" your personal information as we understand that term to be defined by the California Consumer Privacy Act and its implementing regulations. In addition, Blend Realty does not have actual knowledge that it sells the personal information of minors under 16 years of age.

Authorized Agent: When a consumer uses an authorized agent to submit a request to know or a request to delete, a business may require that the consumer do the following (this does not apply when a consumer has provided the authorized agent with power of attorney pursuant to Probate Code sections 4000 to 4465):

- Provide the authorized agent signed permission to do so.
- Verify their own identity directly with the business.
- Directly confirm with the business that they provided the authorized agent permission to submit the request.

A business may deny a request from an authorized agent that does not submit proof that they have been authorized by the consumer to act on their behalf. To make an

authorized request on behalf of another pursuant to consumer rights provided by California Law, please visit <https://realty.blend.com/policies/personal-data-requests/>.

Additional Rights: Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask certain covered businesses for a notice (a) identifying the categories of personal information (as defined by California law) that are shared with third parties for their own marketing purposes and (b) providing contact information for such third parties. However, as disclosed here in our Privacy Policy, Blend Realty does not share such personal information for these purposes.

Financial Incentives: We do not offer financial incentives for the collection of your data. If this changes, we will notify you prior to doing so, and we will obtain your consent to opt-in to this program before enrolling you.

Non-discrimination Rights: You also have the right to not be discriminated against for exercising certain of your rights under the CCPA. If you exercise your rights under the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

How other data privacy laws may affect your ability to request access to, or delete, your data: Please note that your rights and choices regarding your personal information are often subject to other laws. Personal information collected pursuant to other laws, such as information governed by the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and the California Financial Information Privacy Act, may be exempt from requests to access or delete data.

Contact us: If you would like to exercise any of these rights, please submit a request at help@blend-brokerage.com or visit <https://realty.blend.com/policies/personal-data-requests/>. You will be required to verify your identity before we fulfill your request. You can also designate an authorized agent to make a request on your

behalf. To do so, you must provide us with written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us. If you have any questions regarding your rights under California law, you may reach out to us at help@blend-brokerage.com.

What Is Blend Realty's Policy On Children?

We do not knowingly collect or solicit personal information (as defined by the “[Children’s Online Privacy Protection Act](#)”) from anyone under the age of 18 or age of majority in their jurisdiction. If you are under 18 or age of majority in your jurisdiction, please do not attempt to register for the Service or send any personal information about yourself to us. If we learn that we have collected Personal Information for anyone under the age of 18 or age of majority in their jurisdiction, we will delete that information as quickly as possible. If you believe that anyone under the age of 18 or age of majority in their jurisdiction may have provided us Personal Information, please contact help@blend-brokerage.com.

IF YOU ARE UNDER THE AGE OF 18 OR AGE OF MAJORITY, YOU MAY NOT USE OR ACCESS THE SERVICE OFFERED BY BLEND REALTY.

Will Blend Realty Change This Policy?

We reserve the right to change this Policy at any time to reflect changes in the law, our data collection and use practices, the features of the Service, or advances in technology. Please check this page periodically for changes. *Your continued use of the Service following the posting of changes to this Policy will mean you accept those changes.*

What If I Have Questions About This Privacy Policy?

If you have any questions or concerns regarding our Privacy Policy, please send us a detailed message to help@blend-brokerage.com and we will try to resolve your concerns.

Blend Brokerage, Inc. dba Blend Realty

415 Kearny Street
San Francisco, CA 94108
help@blend-brokerage.com

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We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

POWERED BY BLEND

Blend Realty is powered by Blend, a technology platform that's reimagining consumer lending. To learn more, visit blend.com. All real estate brokerage services are provided by Blend Brokerage, Inc. dba Blend Realty.



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Blend Realty partner agent program

Receive qualified buyers through our lender relationships. Now recruiting nationally.

[Apply now](#)



Broker-to-broker referrals

We provide broker-to-broker referrals with buyers who have been approved by our network of lenders. The buyers are ready to go house hunting.



Stay at your existing brokerage

Stay at your brokerage and we'll send you referrals. We work only with leading agents and brokers across the country.



Pay for leads at closing

Never pay for a buyer upfront, only at closing.

Grow your business with Blend Realty partner agent program

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FAQs

How Much Will The Borrower Rebate Be?

Rebates depend on the purchase price of the home. The buyer rebate will be up to 1% of the purchase price of the subject property, subject to applicable terms and conditions viewable at realty.blend.com/rebate-terms.

Are There Instances When The Rebate Is Less Than 1%?

Blend Realty or the Blend Realty Network Agent may update or modify the Buyer Rebate at their discretion.

The rebate amount could decrease depending on the buyer's real estate agent's commission (it could get negotiated down as one of the terms of the transaction, for instance) and other concessions being paid to the borrower (seller concessions like an allowance to replace a roof would be an example of a concession paid to the borrower, for instance). Sometimes there are limits to the amount of concessions paid to a borrower. This is called an interested party contribution limit, so in the instance that there are too many concessions going to a borrower to where there is an interested party contribution breach, the rebate would be reduced to the interested party contribution limit, so that there is not a breach. Blend Realty or the Blend Realty Network Agent will communicate the expected amount of the rebate after the purchase contract has been signed. Please view the [Terms and Conditions](#) for details.

When Will The Borrower Receive Their Rebate?

The rebate will be issued either at closing or within 30 to 45 days after the transaction has closed, depending on the circumstances of the transaction. Borrowers and lenders generally prefer that the rebate is facilitated at closing, but if the buyer, or the lender, prefer that the rebate be paid after closing, that is also possible.

What Does The Borrower Need To Do To Receive Their Rebate?

The Blend Realty Network Agent, Blend Realty Concierge, and the loan officer will all be kept in the loop throughout the transaction. As mentioned above, in the vast majority of transactions, the rebate is facilitated at closing. The borrower can reach out to help@blend-brokerage.com with any questions.

Are There Any Restrictions To The Rebate?

The final rebate amount is subject to lender approval based on investor and legal requirements. You (borrower) must utilize a Blend Realty or Blend Realty Network

Agent to complete your real estate purchase transaction. This rebate offer is not available where prohibited by state law. The following states are not eligible: Alaska, Alabama, Iowa, Kansas, Louisiana, Missouri, Mississippi, Oklahoma, Oregon, Michigan and Tennessee. The purchase price must be at least \$150,000. The buyer's agent commission must be at least 2% of the purchase price. This offer is valid only on the initial purchase transaction and must be completed within two (2) years from the time you accept these terms and conditions. Please see complete Terms and Conditions at realty.blend.com/rebate-terms for details regarding eligibility.

Is There A Maximum Purchase Price?

No.

What If The Borrower Decides To Finance The Purchase With A Different Lender?

The consumer rebate and the financing transaction are two separate transactions. Consumers may still receive the rebate if they use another lender.

How Is The Borrower Matched With A Real Estate Agent?

The borrower is matched with a top rated local real estate agent who is the best match to the borrower's needs (location, price range, property type, etc.).

Is The Rebate A Taxable Event?

According to IRS guidance, a commission rebate represents an adjustment to the home purchase price and consequently is not considered taxable income. However, Blend Realty recommends that you consult your accountant or a tax professional about the rebate tax liability since situations are rarely universal.

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A photograph of a man with a beard and glasses kissing a baby on the cheek. The man is wearing a dark denim jacket and the baby is wearing a grey sweater. The background is a dark, textured wall.

Pre-qualified buyers from our lenders

No cost to join. No obligation. No upfront fees. No setup fees. No marketing fees.
Pay 20% upon a successful closing.

[Apply now](#)

Broker-to-broker referrals

These are broker to broker referrals and our buyers have been approved by our network of lenders. The buyers are ready to go house hunting.

Qualified buyers

We pre-qualify buyers, filter out the tire-kickers, and connect you with motivated buyers that have a qualification letter from our network of lenders.

Stay at your existing brokerage

Stay at your brokerage and we'll send you referrals. We work only with leading agents and brokers across the country.

Pay for leads at closing

Never pay for a buyer upfront, only at closing.

Agent requirements

At Blend Realty, we are building a national network, comprised of top agents to compliment our real estate brokerage offering given our high volume of qualified lead generation opportunities in markets across the country.

3+ years of experience

An active real estate license in good standing

4 star rating

Maintain at least a 4 star rating average to be eligible for our program

Active license in good standing

Hold an active real estate license in good standing

Verifiable transaction volume

Verifiable transaction volume and working full-time with a minimum of 8 transactions per year

Love working with customers

Provide 5 star service to buyers

Provide home-buyers a 1% rebate*

Provide home-buyers a 1% rebate in applicable markets in applicable markets*

[*Rebate terms](#)



How our

Program Works

At Blend Realty, we are committed to providing outstanding customer service and it's imperative, our partner agents share the same philosophy providing great service and value. We offer consumers a 1% buyer rebate in compliant markets across the US – our referral fee is only 20% for qualified lead generation opportunities – there is no cost to join our program!

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