

LEGAL DISCLAIMER

Reimbursement Program:

Realty Guardian Safeguard Plans are sold exclusively to real estate agents and provide cash payouts to reimburse buyers, sellers, and agents for eligible financial losses incurred during and after real estate transactions, as outlined on this website. Realty Guardian follows industry best practices and operates within legal guidelines, but it is not regulated as an insurance or financial product. Instead, our safeguards are backed by the Realty Guardian Assurance Fund, which is funded by real estate professionals. This ensures clients receive the protection and reimbursements outlined in our plans without the complexities of traditional insurance. All claims require proof of loss and supporting documentation to be eligible for reimbursement. Realty Guardian's safeguards do not guarantee the success or completion of any real estate transaction.

Limitations:

Realty Guardian safeguards are a reimbursement mechanism and not a replacement for traditional insurance policies. Payouts are subject to the specific terms and limits of each safeguard plan.

Exclusion of Certain Losses:

Realty Guardian does not cover losses resulting from fraud, negligence, intentional misconduct, or any event or circumstance beyond Realty Guardian's control, such as natural disasters or force events. **If it is determined that an agent, buyer, or seller is abusing the service, submitting fraudulent claims, or misrepresenting eligibility, Realty Guardian reserves the right to deny claims, revoke coverage, and withhold any future business or participation in safeguard programs.** Realty Guardian also reserves the right to **suspend or terminate access** to safeguard plans for agents or clients who submit **excessive claims** or attempt to **exploit safeguard benefits** in a manner inconsistent with their intended use.

Payout Caps:

All payouts are capped at the maximum amounts outlined in each safeguard plan. Any amounts exceeding the cap are the responsibility of the buyer, seller, agent, and named parties in the contract. **Realty Guardian reserves the right to modify safeguard plan terms, payout structures, or eligibility criteria at any time to ensure the ongoing viability and effectiveness of the program.**

Time Limits on Claims:

All claims must be submitted within 60 days of the financial loss, or prior to any stated safeguard time limit, or prior to the safeguard plan first anniversary, whichever comes first, to be eligible for reimbursement. Realty Guardian reserves the right to deny claims filed outside of this time frame.

Agent Independence:

Realty Guardian is not a real estate brokerage and does not engage in real estate negotiations or represent any party in a real estate transaction. Agents, including those designated as Guardian Agents, are independently affiliated with their respective brokerages. Realty Guardian does not

participate in determining real estate commissions or transaction fees, which are negotiated separately between the agent and their client.

Liability Limitation:

Realty Guardian shall not be held liable for any direct, indirect, incidental, or consequential damages that result from the use of this website, services, or content. This includes but is not limited to any errors, omissions, or delays in the information provided. **Realty Guardian safeguard plans are not a substitute for professional legal, financial, or insurance advice. Clients are encouraged to consult with qualified professionals for transaction-related risk management.**

Privacy Policy:

Any personal information submitted to Realty Guardian, including claims and supporting documentation, will be handled in accordance with our privacy policy. Realty Guardian is committed to protecting your personal information.

Dispute Resolution:

Any disputes arising from the use of Realty Guardian's services will be resolved through binding arbitration in the State of Kansas, under Kansas law.

Governing Law:

This disclaimer and Realty Guardian's services are governed by the laws of the State of Kansas.

Terms Updates:

Realty Guardian reserves the right to modify or update this disclaimer at any time without prior notice. Continued use of this website or services constitutes acceptance of any current or updated terms.

Refund Policy:

Refunds for unused safeguard plans are subject to Realty Guardian's refund policy as outlined in the terms and conditions.

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