HōM Flats — Terms of Use

Effective date: _____

1. Acceptance of Terms

These Terms of Use ("Terms") govern your access to and use of homflats.com and its related subdomains, pages, and features (collectively, the "Site"), operated by Magnus Services LLC ("HōM Flats," "we," "us," or "our"). By accessing or using the Site, you agree to be bound by these Terms and by our Privacy Policy. If you do not agree, please do not use the Site.

2. Changes to These Terms

We may update these Terms at any time. Changes take effect when posted to the Site with a revised effective date. Your continued use of the Site after changes are posted constitutes your acceptance of the updated Terms.

3. Use of the Site

You may use the Site for lawful, personal, non-commercial purposes to learn about our communities and services. You agree not to:

- use the Site in violation of any applicable law or regulation;
- attempt to gain unauthorized access to the Site, user accounts, or related systems;
- interfere with or disrupt the Site, its servers, or networks;
- use automated means (bots, scrapers, harvesters) to access or collect data from the Site without our permission;
- submit false, misleading, or fraudulent information;
- upload or transmit viruses or other harmful code; or
- infringe the rights of others or use the Site to harass, abuse, or harm anyone.

4. Intellectual Property

The Site and its content—including text, graphics, logos, images, floor plans, and the HōM Flats name and marks—are owned by or licensed to us and are protected by applicable intellectual property laws. You may not copy, reproduce, distribute, modify, or create derivative works from any part of the Site without our prior written permission.

5. Information You Submit

When you submit information through the Site (for example, through contact or waitlist forms), you represent that the information is accurate and that you have the right to provide it. Please do not submit sensitive personal information except as specifically requested, and do not include confidential information you do not wish to have collected. Information you submit is handled in accordance with our Privacy

Policy.

6. Availability, Pricing, and Floor Plans

All information on the Site—including unit availability, pricing, specials, floor plans, square footage, features, and images—is provided for general informational purposes only, is subject to change without notice, and does not constitute an offer, reservation, or guarantee. Floor plans and images are representations and may not reflect exact dimensions, layouts, or finishes. Nothing on the Site creates a lease or binding commitment; actual terms are governed solely by a signed lease agreement.

7. Equal Housing Opportunity

HōM Flats is committed to equal housing opportunity. We comply with the federal Fair Housing Act, Michigan's Elliott-Larsen Civil Rights Act, and all other applicable state and local fair housing laws, and we do not discriminate on the basis of race, color, religion, national origin, sex, familial status, disability, age, marital status, or any other characteristic protected by applicable law.

8. Third-Party Links and Services

The Site may link to or integrate with third-party websites and services (for example, online leasing, applications, resident portals, interactive floor-plan tools, and social media platforms). We do not control and are not responsible for the content, policies, or practices of any third party. Your use of third-party services is governed by their own terms and policies.

9. Disclaimer of Warranties

The Site is provided "as is" and "as available," without warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Site will be uninterrupted, timely, secure, or error-free, or that any information on the Site is accurate, complete, or current.

10. Limitation of Liability

To the fullest extent permitted by law, Magnus Services LLC and its affiliates, officers, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss or damage arising from your access to or use of (or inability to use) the Site.

11. Indemnification

You agree to indemnify and hold harmless Magnus Services LLC and its affiliates, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Site or your violation of these Terms.

12. Governing Law and Venue

These Terms are governed by the laws of the State of Michigan, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to these Terms or the Site will be subject to the exclusive jurisdiction of the state and federal courts located in Michigan.

13. Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

14. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding your use of the Site and supersede any prior agreements on that subject.

15. Contact Us

Questions about these Terms may be directed to:

Magnus Services LLC
941 Wealthy Street SE
Grand Rapids, MI 49506
homflats.com