

Terms of Service

Terms and Conditions of Use for whosgotpockets.com, network.whosgotpockets.com, the WGP app, the Weekly Roundup and the Who's Got Pockets Facebook group. Last updated September 16, 2026. The live version is at network.whosgotpockets.com/terms-of-service.

Who's Got Pockets ("WGP," "we," "us") is a private, agent-to-agent network operated by Who's Got Pockets, LLC. By creating an account, logging in, posting, or otherwise using whosgotpockets.com, network.whosgotpockets.com, the WGP app, the Weekly Roundup, or any related service (together, the "Services"), you agree to these Terms. If you do not agree, do not use the Services.

1. Who may use WGP

WGP is for licensed real estate professionals and approved industry vendors. You represent that you hold an active real estate license in good standing (or are an approved vendor member), that you are at least 18, and that you are permitted to use the Services under the laws and rules that apply to you. You are responsible for keeping your login secure and for everything that happens under your account.

2. WGP is a bulletin board, not a broker, an MLS, or an adviser

WGP provides a place for agents to share buyer needs, pre-market and off-market opportunities, and industry conversation. WGP is not a real estate broker, does not represent buyers or sellers, is not a party to any transaction, is not a multiple listing service, and does not give legal, brokerage, tax, or compliance advice. Nothing on WGP is an offer to sell, a listing agreement, or a guarantee that any property is available or that any buyer is qualified.

3. You post at your own discretion — compliance is yours

You alone decide what to post and whether you are permitted to post it. Before you post anything, you agree that you have:

- your seller's or buyer's authorization to share what you share;
- your broker's approval, where your brokerage requires it;
- checked the rules of your MLS (including any Clear Cooperation, Coming Soon, Registered, or office-exclusive rules that apply to you), the California Department of Real Estate, and, if you are a member, the National Association of REALTORS® and your local association.

It is your responsibility, not WGP's, to research, understand, and follow every law, regulation, and rule that applies to your posts and your conduct. WGP does not review posts for compliance, does not confirm that a property is off the MLS, and does not warrant that posting on WGP satisfies or is exempt from any MLS rule. If you are unsure whether you may post something, do not post it until you have checked with your broker or your MLS.

4. Your content and our license to it

You keep ownership of what you post. By posting, you give WGP a non-exclusive, royalty-free, worldwide license to store, display, reproduce, and distribute your content within the Services and in WGP communications such as the Weekly Roundup, the newsfeed, member alerts, and social media, subject to the visibility choices you make when you post. You may remove your posts at any time; copies already delivered (for example, an emailed Roundup) cannot be recalled.

You are responsible for the accuracy of what you post. You agree not to post anything false, misleading, or that infringes someone else's rights, including MLS data or photographs you do not have the right to

share.

5. Posts carried over from the Who's Got Pockets Facebook group

WGP also operates the Who's Got Pockets Facebook group. Posts made in that group may be carried over to the network as "unconfirmed" posts showing only the city and the posting agent's name and contact information, so that the agent can claim the post, confirm its status, or remove it. By posting in the group you grant WGP the license in Section 4 for that post and agree to Section 10 for it; when you claim a carried-over post you take responsibility for it under these Terms as if you had posted it here directly. If a carried-over post is yours and you do not want it on the network, you can remove it in one tap from the post or by emailing liz@whosgotpockets.com, and we will remove it promptly.

6. Removal, expiration, and moderation

WGP may remove, hide, edit, expire, or decline any post or account at any time, for any reason or no reason, including to keep the board current, to honor a member's request, or because we believe a post may not comply with a rule that applies to the poster. Posts also expire automatically after the period shown when you post. Removal of a post is not a finding that anyone did anything wrong, and failure to remove a post is not approval of it.

7. Member conduct

Be professional. Do not harass, spam, or send unsolicited bulk messages. Do not scrape, copy, or export member data or board content for use outside WGP. Do not post active MLS listings; WGP does not carry them. Do not impersonate anyone or misstate your license, brokerage, or authority. Vendor promotion is welcome only through WGP's sponsor and vendor programs, not in member posts.

8. Membership is free; sponsor products are paid

Agent membership is free and WGP has pledged to keep it free. WGP sells flat-fee attention products (for example brokerage sponsorships, vendor storefronts, and Roundup placements) to fund the network. WGP does not take referral fees and does not participate in any commission. Paid products are governed by their own order terms.

9. Disclaimer of warranties

The Services are provided "as is" and "as available." To the fullest extent permitted by law, WGP disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, accuracy, and uninterrupted availability. WGP does not verify member licenses beyond what members state, does not verify property information, and makes no promise that any post, match, alert, or email will be delivered, be accurate, or lead to a transaction.

10. Release, waiver, limitation of liability, and indemnity

Release and waiver. To the fullest extent permitted by law, you release, waive, and forever discharge Who's Got Pockets, LLC and its owners, members, managers, officers, employees, contractors, sponsors, vendors, successors, and agents (the "WGP Parties") from any and all claims, demands, losses, damages, and causes of action of every kind, known or unknown, arising out of or in any way related to (a) your use of the Services, (b) anything you or any other member posts, claims, or removes, (c) any communication, meeting, showing, or transaction between you and another member or a third party that began on or through the Services, or (d) any action taken by an MLS, association, brokerage, or regulator in connection with your posts or conduct. You understand that this release covers claims you do not yet know about, and you waive the protection of California Civil Code Section 1542 and any similar law to the extent it would otherwise limit this release.

Limitation of liability. To the fullest extent permitted by law, the WGP Parties are not liable to you for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any lost commissions, lost deals, lost profits, lost data, or any fines, penalties, dues, or discipline imposed on you by any MLS, association, brokerage, or regulator, however caused and under any theory of liability, even if advised of the possibility. The WGP Parties' total aggregate liability to you for all claims arising out of or relating to the Services will not exceed one hundred dollars (\$100).

Defense and indemnity. You agree to defend, indemnify, and hold harmless the WGP Parties from and against any and all claims, demands, suits, proceedings, losses, liabilities, damages, fines, penalties, settlements, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to (a) anything you post, claim, share, or remove on the Services or in the Who's Got Pockets Facebook group; (b) your breach of these Terms; (c) your violation of any law, regulation, MLS rule, association rule, or brokerage policy; (d) your infringement of any third party's rights, including copyright in photographs and MLS data; or (e) any dispute between you and another member, a client, a broker, or a third party. WGP may control the defense of any claim you must indemnify, at your expense, and you will not settle any such claim without WGP's written consent.

Assumption of responsibility. You post at your own discretion and at your own risk. You alone are responsible for deciding whether a property may be shared, for obtaining any authorization you need, and for the consequences of sharing it.

Survival. This Section 10 survives the closing of your account and any termination of these Terms. Some jurisdictions do not allow certain limitations; in those jurisdictions the limitations apply to the fullest extent allowed.

11. Privacy

Our Privacy Policy explains what we collect and how we use it. By using the Services you agree to it. You may opt out of the Weekly Roundup and other email at any time using the links in each email.

12. Changes, termination, and the Pledge

We may update these Terms; we will post the new version with its date and, for material changes, notify members by email or a notice on the network. Continuing to use the Services after a change means you accept it. You may close your account at any time; we may suspend or close accounts that violate these Terms. Section 8 reflects the WGP Pledge; nothing in this Section 12 is intended to override that pledge.

13. Governing law and disputes

These Terms are governed by California law. Any dispute will be resolved in the state or federal courts located in Orange County, California, and you consent to that venue.

14. Contact

Who's Got Pockets · 870 La Mirada St, Laguna Beach, CA 92651 · liz@whosgotpockets.com

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