

# Terms of Service

THESE TERMS AND CONDITIONS OF SERVICE (“**Terms**”) are a LEGAL and BINDING AGREEMENT between YOU and West Volusia Association of REALTORS, Inc. (“**Company**”) governing your use of this website, [westvolusiarealtor.com](http://westvolusiarealtor.com) (“**Site**”) and will include all social media platforms, websites and intranets owned, managed and promoted by the Company. Please review these terms fully before you continue to use this or any Site. By using this or any Site or Company managed platforms, you agree to be bound by these Terms. You will also be subject to any additional terms posted with respect to individual sections of the Site and platforms, which also govern your use of the Site and platforms. The additional terms include (without limitation) the Privacy Policy.

**If you do not agree to these Terms, you are directed to discontinue using and accessing the Site.** The Company reserves the right to change these Terms at any time without prior notice. Your continued access or use of the Site after such changes indicates your acceptance of the Terms as changed. It is your responsibility to review these Terms regularly. These Terms were adopted on March 14, 2019.

## Site Content

The Site (including its operating source code) is owned by the Company. All of the content featured or displayed on the Site, including, but not limited to, advertisements, still images, graphic designs, videos and text (“**Content**”) is owned or licensed by the Company.

Your access to (and use of) the Site, all Content, and all products and services of the Company (regardless of media) is subject to the terms, conditions, and disclaimers set forth in these Terms, and to all applicable laws and regulations.

If you are dissatisfied with any of the Content contained in the Site, with the quality of the products or services offered by the Company, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Site.

## Copyright Ownership

The Site, and all Content contained on the Site, are protected by United States trademark and copyright law and other applicable laws, and are the property of the Company (except as expressly identified on the Site). All copyrights and trademarks which are not the property of the Company that are used (or referred to) in the Site are the property of their owners. Nothing contained in the Site will be construed as granting any license or other rights to any copyright, trademark, patent, or other property of the Company or any third party, whether by implication, laches, estoppel, or explicit grant. The Content is proprietary. Any unauthorized use of Content or other materials on the Site may violate the law, and will be a violation of these Terms.

You are solely responsible for any and all acts and omissions that occur during (or relating to) your use of the Site. You agree not to engage in use of the Site that is unacceptable or illegal (as

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determined by the Company in its sole discretion). Specifically (and without limitation), you agree not to do any of the following things:

1. Post or transmit material that may be abusive, obscene, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, or any Content that is unlawful, is intended to be used for any unlawful purpose, is false or misleading, or that actually or potentially infringes the copyright, trademark, patent, trade secret or other right of any person, including the Company
2. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Site (or its source code).
3. Remove any copyright, trademark, or other proprietary rights notices contained in the Site, or embedded in (or attached to) any Content.
4. Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication.
5. Post or transmit "spam," unsolicited messages, chain letters, any unauthorized advertisements, solicitations, pyramid schemes, investment opportunities, or other unsolicited commercial communication.
6. Post or transmit any non-public information about companies.
7. Express or imply that any statements you make are endorsed by the Company.
8. Interfere with, disrupt, or attempt to gain unauthorized access to other user accounts on the Site or any other computer network.
9. Post or transmit viruses, Trojan horses, worms, defects, date bombs, time bombs, or other items of a destructive nature or any other malicious code or program.
10. Restrict or inhibit any other user from using or accessing the Site, including, but not limited to, "hacking" or defacing any portion of the Site.
11. Engage in any other activity deemed by the Company (in its sole discretion) to be in conflict with the spirit or intent of these Terms.
12. Reproduce, distribute, modify, re-post on other websites or computer networks, or sell or license any Content.
13. Frame or mirror any portion of the Site on any other website or computer network.
14. Engage in data extraction or data-mining.
15. Transfer or store any Content residing or exchanged over the Site in any electronic network for use by more than one user.
16. Collect or use any information about other users of the Site (whether the information is personally identifiable or aggregated).

By using and accessing the Site, you agree to comply with the following provisions:

- a. To maintain any and all copyright or other proprietary notices embedded in (or attached to) any Content.
- b. To assume full and sole responsibility for any postings or communications you make to the Site or to any user or advertiser of the Site.
- c. To assign to the Company all rights or ownership to any Content that you post or submit to the Site.

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**Copyrights and Copyright Agent**

Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement on the Site should be sent to the Company's designated agent. If you believe that your work has been used in a way that may constitute copyright infringement, you should furnish the following information by notice to the Company's designated agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The designated agent of the Company for notice of claims of copyright infringement on the Site is its copyright agent, who may be reached as follows:

*By Mail:*

West Volusia Association of REALTORS  
c/o Wright & Casey, LLP  
340 N Causeway  
New Smyrna Beach, FL 32769  
Attn: Erin Wollett, Esq – General Counsel

*By E-mail* [ceo@westvolusiarealtor.org](mailto:ceo@westvolusiarealtor.org)

*By Fax* +1-386-774-7422

**Disclaimer of Warranties; Limitations of Liability**

The Site (and all Content posted on the Site, or delivered to you from, through, or via the Site) is provided to you "as is" and without any warranties. You agree that you must evaluate and bear all risks associated with use of the Site, including those risks associated with reliance on the accuracy, thoroughness, or utility of any Content.

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THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO GOODS AND SERVICES SOLD ON OR THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the Company's maximum liability arising from any use of the Site under any circumstances will be limited to U.S. \$100.00. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.)

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS RELATED TO ANY CONTENT LOCATED ON, OR TRANSMITTED TO, THROUGH, OR FROM THIS SITE; OR FOR ANY PRODUCT OR SERVICE OFFERED OR SOLD ON OR THROUGH THIS SITE; OR FOR YOUR RELIANCE ON ANY INFORMATION OR CONTENT THAT IS TRANSMITTED TO, FROM, OR THROUGH THE SITE.

The Company expressly disclaims any responsibility or liability for a user's violation of these Terms.

The Company is not responsible for any injury, damages or other consequences arising out of the use or misuse of the Content or any information contained on or referred to in the Site.

**Blog Entries, Blog Posts, and Blog Content**

The Site permits users to submit ideas, opinions, and other information to a blog ("**Blog**") contained on the Site, and to communicate with other users by commenting to their Blog entries and/or by submitting Blog entries in response.

All submissions to the Blog must be original content, created by the user who submits the Blog entry. By submitting text, images, videos, links, or other forms of communication ("**Blog Content**") to the Blog, you are warranting to the Company that you are the legal author and owner of such Blog Content, and that you have the legal right to submit such Blog Content for posting on the Site. By submitting Blog Content, you are hereby assigning all of your rights and ownership with respect to such Blog Content to the Company.

You agree that if you republish or repost any of your Blog Content (whether on the Internet, on a social media site, in an email, or via any other communication, other than on this Site), such republication or reposting will contain a hyperlink to this Site.

The Company will not have any obligation (whether of confidentiality, attribution, or otherwise) with respect to your Blog Content. The Company will not be liable for any loss or damage caused by your use of any Blog Content, or your reliance on any Blog Content.

The Company may (in its sole discretion) consolidate or edit any Blog Content. The Company reserves the right to monitor the Site and to remove any Blog Content or other information that the Company (in its sole discretion) considers to be inappropriate or unlawful. The exercise of

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such rights will not create an obligation for the Company to monitor, screen, or edit Blog Content on the Site in any way.

**Third Party Content**

The Site may provide links to other web pages, websites, and various resources or locations on the Internet. The Company has no control over the information you may access via such links, does not endorse that information, and is not responsible for it or for the consequences of your use of that information, or for any content, advertising, products, or other materials on or available from such websites and resources. You acknowledge and agree that the Company will not be responsible or liable for any damage or loss caused (or alleged to have been caused) in connection with your use of (or reliance on) any such linked content, goods, or services available on (or through) any such linked website and resource.

**Conduct by Users**

All users will use the Site for lawful purposes only. You agree not to transmit to, from, or through (or by means of) the Site any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, which encourages criminal conduct, or that may give rise to civil liability.

Conduct by any user that (in the sole judgment of the Company) restricts or inhibits any other user from using or enjoying the Site will not be permitted. The Company reserves the right (in its sole discretion) to refuse access to the Site to any user for any reason (including, without limitation, a belief that the user has violated these Terms or any of the copyright or trademark laws of the United States).

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Indemnification**

You agree to indemnify, defend, and hold harmless the Company and its principals, members, managers, employees, agents, and representatives from and against all losses, expenses, damages, and costs (including attorneys' fees) resulting from (1) your violation of these Terms or (2) compliance with, or legal matters associated with or arising out of, any subpoena or legal process that relates to you. The Company reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you. In such event, you will fully cooperate with the Company in asserting any available defenses.

**Termination**

Your access to the Site is licensed to you, not sold. This license immediately terminates upon your breach of these Terms. In addition, the Company may terminate this license immediately at

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any time, at will and for the convenience of Company. If you do not abide by the disclaimers, limitations, exclusions, or conditions as provided in these Terms, you are not authorized to use the Site.

**Disputes**

Any and all disputes (with the exception of copyright claims) arising out of, under, or in connection with these Terms (including without limitation, their validity, interpretation, performance, or breach) will be adjudicated exclusively in the federal or state courts located in (or having jurisdiction over) Volusia County, Florida. Copyright claims will be adjudicated exclusively in a federal court located in (or having jurisdiction over) Volusia County, Florida. You expressly consent to the jurisdiction of such courts over you. You expressly waive any claim of *forum non conveniens*. You agree to reimburse Company for its legal fees and expenses of instituting (or defending) a lawsuit against (or by) you. These Terms, and their validity and effect, will be interpreted under and governed by the laws of Florida, without regard to its conflict of laws provisions.

**General Terms**

By your acceptance of these Terms and use of the Site, and as a material condition of such use, you warrant that you are over the age of eighteen (18) and that you have provided accurate and complete information in all of your communications with the Company (including, but not limited to, your name, email address and telephone number).

These Terms (and any other operating rules or terms posted on the Site) constitute the entire agreement between you and the Company, and supersede all previous written or oral agreements between us. No action (or inaction) by the Company may be construed as a waiver of these Terms (or any part). If any of the provisions of these Terms are held to be unenforceable by a court having competent jurisdiction, the remainder of these Terms will continue in full force and effect.

You and the Company have agreed to these Terms within the State of Florida, for all purposes. All goods and services that are furnished to you on, to, from, or through the Site are deemed to be furnished within the State of Florida. All such goods and services are being furnished by the Company through its personnel and computer equipment located within the State of Florida.

The Company fully cooperates with law enforcement agencies in identifying those who use our services for illegal activities. The Company reserves the right to release information about users whom the Company believes are in violation of these Terms. The Company also reserves the right to report to law enforcement agencies any activities that the Company believes to be unlawful, and the identity of those who intend to harm themselves or others.