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Website Terms of Use

THIS IS A BINDING LEGAL CONTRACT. CAREFULLY READ THESE WEBSITE TERMS OF USE (“TERMS OF USE”) BEFORE USING THE WEBSITE HAVING THE DOMAIN NAME OF WWW.FLAGLERCOUNTYMLS.NET (THE “WEBSITE”). BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO THE OWNER OF THE WEBSITE (THE “WEBSITE OWNER”) FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE, AND MAY NOT CREATE OR MAINTAIN A LINK TO THE WEBSITE.

1. License. Website Owner hereby grants to you a revocable, limited, nonexclusive license for the duration of your current viewing session to access, download and print only individual real estate listings, comprising factual information and creative content displayed on the Website (the “Listing Content”), solely for personal and non-commercial purposes, and no other purposes, and subject to the limitations set forth in these Terms of Use. This license will terminate immediately upon any noncompliance by you with any of the terms of these Terms of Use, or at any other time upon notice to you. All rights not expressly granted in these Terms of Use are reserved.

2. Limitations on Use.

2.1 Except as expressly provided under these Terms of Use or upon Website Owner’s express prior written consent, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivative works of, transfer, sell, and/or exploit for commercial use, any content, software, real estate listings, databases or other lists, products or services provided through or obtained from the Website, including by email or other electronic means, without the prior written consent of Website Owner. In addition, you may not circumvent any technological measures or features of the Website that are intended to or effectively control access to the Listing Content, or any other protected content or information included on the Website. The Website may contain robot exclusion headers. The real estate listings displayed on the Website, including the Listing Content, are updated on a real-time basis, and are proprietary or licensed to Website Owner. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without Website Owner’s express prior written consent.

2.2 You further agree that you will not:

- (a) take any action that imposes or may impose (in Website Owner’s sole discretion) an unreasonable or disproportionately large load on Website Owner’s infrastructure;

1 (b) copy, reproduce, modify, create derivative works from, distribute, or publicly
2 display any content from the Website without Website Owner’s express prior
3 written consent and the appropriate third party, as applicable;
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5 (c) interfere or attempt to interfere with the proper working of the Website or any
6 activities conducted on the Website; or
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8 (d) bypass Website Owner’s robot exclusion headers or other measures Website
9 Owner may use to prevent or restrict access to the Website.
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11 3. Your Representations and Warranties.

12 You represent and warrant to Website Owner that any information you provide on the
13 Website will be true, accurate and complete, and will not violate any law, statute,
14 ordinance or regulation. You warrant that you will not falsely identify yourself or
15 impersonate or falsely represent your affiliation with any person or entity. Except with
16 the written permission of Website Owner, you agree that you will not access or attempt to
17 access password protected, secure or non-public areas of the Website. Unauthorized
18 individuals attempting to access prohibited areas of the Website may be subject to legal
19 prosecution. You further warrant to Website Owner that you will not use the Website for
20 any purpose that is unlawful or prohibited by these Terms of Use, including without
21 limitation the posting or transmitting of any threatening, libelous, defamatory, obscene,
22 scandalous, inflammatory, pornographic, or profane material.

23 4. Changes to These Terms of Use.

24 Website Owner reserves the right, in its sole discretion, to modify, update, or otherwise
25 revise these Terms of Use at any time. Such revisions shall be effective immediately
26 upon posting on the Website. By using the Website or creating, maintaining, or using, if
27 authorized by the Website Owner, a link to the Website, after Website Owner has posted
28 any modifications, updates or revisions, you agree to be bound by such revised Terms of
29 Use. In addition to these Terms of Use, additional terms may govern use of certain web
30 pages within the Website or the creation, maintenance and use of a link to the Website, as
31 such terms may be contained on the web pages of the Website. Provided that such
32 additional terms are not contrary to these Terms of Use, by accessing and using such web
33 pages, and creating, using, and maintaining a link to the Website), you agree to be bound
34 by such terms.

35 5. Links to Other Websites.

36 The Website may contain links to other websites (“Linked Websites”). The Linked
37 Websites are provided for your convenience and information only and, as such, you
38 access them at your own risk. You agree and acknowledge that Website Owner is not
39 responsible for, and does not endorse, the content of or anything that may be delivered to
40 you or your computer as a result of accessing any Linked Websites, whether or not
41 Website Owner is affiliated with the owners of such Linked Websites. Without limiting

1 the generality of the foregoing, Website Owner is not responsible and shall have no
2 liability for any viruses or other illicit code that may be downloaded through a link found
3 on the Website, or by accessing a Linked Website.

4 6. Terms for Creation of a Link.
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6 6.1 Upon your acceptance of the terms and conditions of these Terms of Use, you are
7 authorized to establish a hypertext link (the “Link”) from your website (“Your
8 Website”) to the home page of the Website. Deep linking to content appearing in the
9 web pages below the home page of the Website is not permitted.
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11 6.2 If you create a Link, Your Website shall not:
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- 13 (a) Create frames around the Website or otherwise alter the visual presentation of the
14 Website.
- 15 (b) Expressly state or otherwise imply that Website Owner is endorsing you, your
16 products or services, or the content of Your Website.
- 17 (c) Expressly state or otherwise imply an affiliation between you and Website Owner
18 without the prior written consent of Website Owner.
- 19 (d) Misrepresent your relationship with Website Owner or present false or misleading
20 impressions about Website Owner’s products or services.
- 21 (e) Disparage the Website or display the Link in a manner that that diminishes
22 Website Owner’s goodwill.
- 23 (f) Include or display any material which is immoral, unethical, illegal or
24 inappropriate for a professional website.
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28 6.3 You acknowledge and agree that you are not a publisher, distributor, agent, partner,
29 franchiser or endorser of the Website, and Website Owner is not a publisher,
30 distributor, agent, franchiser or endorser of Your Website. Website Owner retains
31 exclusive editorial control over the Website and has the right to make administrative
32 or operational decisions it deems necessary or desirable in the normal course of
33 business.
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38 6.4 You warrant to Website Owner that (1) you have duly registered the domain name of
39 Your Website with all applicable authorities and/or have a license to use Your
40 Website, and you possess all rights necessary to use such the domain name for Your
41 Website, and (2) the content of and materials placed on or within Your Website, and
42 any hyperlinks on Your Website, do not and will not (i) infringe upon or violate any
43 United States copyright, patent, trademark or other proprietary right of a third party,
44 or (ii) violate any applicable law, statute, regulation, or non-proprietary right of a
45 third party.

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7. Proprietary Rights.

You acknowledge and agree that the trademarks of Website Owner (the “Marks”), the Website, the Listing Content, the compilation or real estate listings, and the content and look and feel of the Website, to the extent protectable, are proprietary, original works of authorship of Website Owner, or licensors of Website Owner, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability. You further acknowledge and agree that all right, title and interest in and to the Marks, the Website, and the content and look and feel of the Website are and shall remain with Website Owner or its licensors. You agree not to contest or infringe these rights, directly or indirectly, at any time. Without the prior written consent of Website Owner, your modification of the content, use of the content on any other website or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, violates the copyrights, trademarks or other intellectual property rights of Website Owner or its licensors, and is prohibited. Except as expressly provided under this Agreement, you may not use on any website, including Your Website, or on any other materials, the Marks, or any other trademarks or copyrighted materials appearing on the Website, including without limitation any logos, without the express prior written consent of the owner of the mark or copyright.

8. Interruptions in Service.

The Website and access to the content of the Website may from time-to-time be unavailable to you or users of Your Website, whether because of technical failures or interruptions, intentional downtime for service or changes to the Website, or otherwise. You agree that Website Owner shall have no liability of any nature to you or any third party for any modifications to the Website, and any interruption or unavailability of access to the Website or its content.

9. No Warranties; Exclusion of Liability.

YOU UNDERSTAND AND EXPRESSLY AGREE TO THE FOLLOWING:

- (a) YOUR USE OF AND RELIANCE UPON ANY AND ALL CONTENT AND SERVICES, INCLUDING WITH RESPECT TO ANY REAL ESTATE LISTING, CONTAINED IN OR PROVIDED THROUGH THE WEBSITE IS AT YOUR SOLE RISK. SUCH CONTENT AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WEBSITE OWNER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, CORRECTNESS, VERACITY, VALUE, COMPLETENESS, AVAILABILITY, OR TIMELINESS OF THE DATA, METHODS, OR CONTENT CONTAINED IN OR PROVIDED THROUGH THE WEBSITE. WEBSITE OWNER DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED

1 OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE
2 SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF
3 VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER
4 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER
5 EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE
6 IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A
7 PARTICULAR PURPOSE AND NON-INFRINGEMENT.
8

9 (b) IN NO EVENT WILL WEBSITE OWNER BE LIABLE TO YOU, ANY USER
10 OF THE WEBSITE OR YOUR WEBSITE, OR ANY THIRD PARTY FOR
11 ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON THE
12 CONTENT CONTAINED IN OR PROVIDED THROUGH THE WEBSITE.
13 ANY CONTENT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH
14 THE USE OF THE WEBSITE, OR ANY LINKED WEBSITE, IS AT YOUR
15 OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY
16 DAMAGE TO YOUR EQUIPMENT, SOFTWARE, YOUR WEBSITE, LOSS
17 OF DATA, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR
18 ALTERATION OF PERSONAL RECORDS, THE RELIANCE UPON OR USE
19 OF DATA, CONTENT, OPINIONS OR OTHER MATERIALS APPEARING
20 ON THE WEBSITE OR A LINKED WEBSITE, OR OTHER PERSONAL LOSS
21 THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY MATERIAL
22 ON THE WEBSITE OR A LINKED WEBSITE.
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24 (c) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL
25 WEBSITE OWNER BE LIABLE TO YOU, OR ANY USER OF THE WEBSITE
26 OR YOUR WEBSITE, OR TO ANY THIRD PARTY FOR ANY LOSS,
27 EXPENSE, OR DAMAGE, OF ANY NATURE, INCLUDING
28 CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES,
29 AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED
30 DIRECTLY OR INDIRECTLY BY THE USE OR RELIANCE UPON
31 CONTENT OR SERVICES OBTAINED BY OR PROVIDED THROUGH THE
32 WEBSITE, OR FOR ANY ERROR OR OMISSION, OR OTHERWISE IN ANY
33 WAY CONNECTED WITH USE OF THE WEBSITE, WHETHER BASED ON
34 CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN
35 IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF
36 SUCH DAMAGES.
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38 10. Indemnification.

39 You agree to indemnify, defend and hold harmless Website Owner, its officers, directors,
40 employees, shareholders, agents, affiliates, suppliers, successors and assigns from and
41 against any and all liability, loss, claim, demand, suit, proceeding, damage, cost and
42 expense, including reasonable attorneys fees and costs, arising out of or resulting from (a)
43 any violation by you of these Terms of Use; (b) the content of Your Website; or (c) any
44 negligent acts, errors or omissions of you or your agents or contractors.

1 11. Miscellaneous.
2

3 11.1 These Terms of Use and all other terms and conditions related to the use of the
4 Website shall be governed by and construed in accordance with the laws of the state
5 of the principal place of business or primary residence of the Website Owner, United
6 States of America, without regard to its conflict of law provisions. By use of the
7 Website or creating a Link, you hereby consent to the exclusive jurisdiction of and
8 venue in the federal and state courts located in the county and state of the principal
9 place of business or primary residence of the Website Owner, United States of
10 America, for all disputes arising out of or related to the use of the Website, any
11 information contained on or provided through the Website, and the creation and
12 maintenance of a Link, and you waive all defenses to the exclusive jurisdiction of
13 such courts.
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15 11.2 If any provisions of these Terms of Use shall be unlawful, void or for any reason
16 unenforceable, then such provision shall be deemed severed from these Terms of Use
17 and shall not affect the validity and enforceability of any remaining provisions.
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19 11.3 These Terms of Use supersede any prior agreements or understandings between
20 you and the Website Owner not incorporated into these Terms of Use. In the event of
21 any inconsistency between these Terms of Use and any future posted Terms of Use,
22 the last posted Terms of Use shall control.
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24 11.4 There are no third party beneficiaries of these Terms and Conditions.
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26 11.5 If you violate any of these Terms of Use, your permission to use the Website and
27 to create or maintain a Link, and your license to the Marks shall immediately
28 terminate without the necessity of any notice to you. Website Owner retains the right
29 to deny access to the Website to anyone at its sole discretion, for any reason,
30 including but not limited to violation of these Terms of Use. Website Owner may, at
31 any time, in its sole discretion for any reason terminate only your right to create and
32 maintain a Link, without affecting your right to otherwise access and use the Website
33 in accordance with these Terms and Conditions. Upon notice of any termination of
34 your right to create and maintain a Link and license to the Marks, and you shall
35 immediately remove any and all Links and Marks from Your Website.

