

TARPON REALTY

TERMS OF USE

1. Scope of Agreement: the following Terms of Use ("Agreement") governs your use of websites located at tarponrealty.net (the "Site"), which includes the websites of Tarpon Realty LLC registered in the State of Florida (collectively, "Tarpon Realty"). By accessing the Site, you agree to be bound by and comply with the terms and conditions of this Agreement. If, at any time, you choose not to accept the terms and conditions of this Agreement, do not access or use the Site in any manner. Tarpon Realty makes no representations or guarantees that information on the Site is accurate. Tarpon Realty asks users who submit content to affirm that any information in the content is accurate, but Tarpon Realty does not verify the accuracy of the information submitted by users. All content on the Site is provided solely to assist users in exercising their own best judgment and at their own risk.

2. Personal Information and Passwords: You may register and create a personal account to access certain features and functions of the Site. You are solely responsible for maintaining the confidentiality of the user ID and password and are fully responsible for all activities that occur under your account. Tarpon Realty does not retain liability or responsibility for such use.

3. User Submissions: User Content includes but is not limited to, any text, images, photos, audio, video, location data, ratings, reviews, compilations, messages or other information that is publicly displayed by you. Tarpon Realty asks users who submit User Content to affirm that any information in the content is accurate, but Tarpon Realty does not verify the accuracy of the information submitted by users. By submitting User Content to any part of the Site, you represent and warrant that: 1) you are the sole author and owner of any intellectual property protected User Content you submit; 2) you are solely responsible for any contributions, comments or postings you submit, including any feedback or questions; 3) all User Content that you post is accurate; 4) you are at least 18 years old; 5) your use of the User Content does not violate this Agreement and will not cause injury to any person or entity; 6) you have not been offered, have not accepted, and are not entitled to receive any compensation in any form and from any party in connection with submitted User Content; and 7) you will indemnify, defend and hold harmless Tarpon Realty, its members, directors, employees and agents from any third party claim(s) and any damages, losses or injuries resulting from the display of your User Content. You further agree and warrant that you will not: 1) submit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable; 2) submit any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; 3) submit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 4) submit any User Content that is false or misleading; use the Site for sales and marketing purposes; 5) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 6) invade another's privacy in any way, including posting another's personal details without their prior permission; 7) manipulate identifiers in order to disguise the origin of any User Content submitted; 8) act in a manner that affects other users' ability to engage in real time exchanges; 9) intentionally or unintentionally violate any applicable local, state, provincial, national or international law. You acknowledge that Tarpon Realty and its affiliates have the right in their sole discretion, to remove, refuse, move, edit or delete any User Content submitted, regardless of whether such content violates this Agreement. Any submission to the Site will be deemed and remain the property of Tarpon Realty. By submitting User Content to the Site you hereby grant Tarpon Realty and its affiliates a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the User Content in any media or medium, form, format or forum. Tarpon Realty shall not be subject to any obligations of confidentiality regarding User Content except as expressly agreed by Tarpon Realty, or as otherwise required by applicable law. Nothing contained in this Agreement shall be construed as limiting Tarpon Realty's rights, responsibilities and obligations under its privacy policy located at <https://www.tarponrealty.net/privacy-policy.pdf>.

4. Intellectual Property: Tarpon Realty retains all right, title and interest, including all intellectual property rights, in and to the information and content on the Site, including, without limitation, any text, graphics, logos, buttons, icons, images and audio clips ("Tarpon Realty Content"). In addition, this Agreement grants you no right, title, or interest in any intellectual property owned or licensed by Tarpon Realty, including Tarpon Realty's registered trademarks, service marks, logos, brand names, trade dress and trade names ("Trademarks"). You have no rights in or to such Tarpon Realty Content or Trademarks and you will not use any Tarpon Realty Content or Trademarks, except as specifically permitted under this Agreement. You may not do or allow anyone else to do anything with the Tarpon Realty Content or Trademarks which is not specifically permitted under this Agreement. You may not use or display Tarpon Realty's Trademarks in any manner without Tarpon Realty's prior written consent. Unless we specifically consent in writing, Tarpon Realty's Trademarks may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion, or in any manner that disparages or discredits Tarpon Realty. Unless otherwise specifically set forth on the Site or unless written consent is provided, you may only use and access, download and copy the Tarpon Realty Content for your personal, non-commercial use, and you will not alter, erase or otherwise obscure our copyright, trademark, proprietary or other notices on the Tarpon Realty Content. You acknowledge and agree that the Tarpon Realty Content is made available for informational and educational purposes only and is provided to assist you in exercising your own judgment. Tarpon Realty Content is not a substitute for legal advice or your best judgment. The accuracy of Tarpon Realty Content is not guaranteed, and Tarpon Realty makes no representation or warranty of any kind. Unless otherwise specifically specified on the Site, Tarpon Realty Content should not be construed as a representation of the opinions of Tarpon Realty. Tarpon Realty does not give legal advice. Your reliance upon Tarpon Realty Content obtained through the Site is solely at your own risk. All rights not expressly granted in this Agreement are reserved to us.

5. Notification of Infringing Copyright Protected Content: Material may be made available on the Site by third parties not within our control. We are under no obligation to, and do not, scan material used in connection with the Site for the inclusion of illegal or impermissible Content. However, we respect the copyright interests of others. It is our policy not to permit material known by us to infringe upon another party's copyright to remain on the Site. To notify Tarpon Realty of alleged copyright or trademark infringement on the Site, in accordance with 17 U.S.C. §512(C)(3), you should provide us with written notice that at a minimum contains: 1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; 2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; 3) identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Tarpon Realty to locate the material; 4) information reasonably sufficient to permit Tarpon Realty to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; 5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and 6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All Notifications of Claimed Copyright Infringement should be sent to our designated agent as follows:

Tarpon Realty
Broker of Record
PO Box 311
High Springs, FL 32655
(800) 495-7201
broker@tarponrealty.net

Upon receipt of the above information, Tarpon Realty will promptly investigate and take appropriate action, then notify you of that action at the contact address provided.

6. Compliance: You expressly agree that the Site may only be used for lawful purposes as governed by any applicable international, national/federal, state, provincial or local laws, statutes, and regulations. You may not use the Site in any way that could result in criminal or civil liability. Use of the Site from outside of the United States shall be in compliance with the laws of the jurisdiction from which you access the Site.

7. Disclaimer of Warranty: Tarpon Realty does not warrant or guarantee the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of the site and disclaims any liability for errors or omissions in the site. The site is provided "As Is" without any warranty either expressed or implied. Tarpon Realty disclaims all warranties, including but not limited to, any implied warranties or non-infringement, title, merchantability or fitness for a particular purpose, or any warranty that the site is free of viruses or other harmful components. This does not affect those warranties that are not subject to exclusion, restriction, or modification under the laws applicable to this agreement. Any material downloaded or otherwise obtained through this site is acquired at your own discretion and risk and you will be solely responsible for any damage to your own computer system or loss of data that results from the download of any such material.

8. Indemnification: You agree to indemnify and hold harmless Tarpon Realty and its respective managers, directors, employees, agents, independent contractors or licensors (collectively the "Tarpon Realty Parties") from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the Tarpon Realty Parties in connection with any claim by a third party (including any intellectual property claim) arising out of (i) your use of the Site and any material you access using the Site or by any other means; (ii) a third party's use of such material that you access using the Site and make available to such third party; or (iii) your violation of this Agreement or any applicable law. You further agree that you will cooperate fully in the defense of any such claims. Tarpon Realty reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of the relevant Tarpon Realty Parties.

9. Limitation of Liability: Under no circumstances shall Tarpon Realty be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, including but not limited to, damages for lost profits, business interruption, goodwill or other intangible losses of any kind arising from or relating in any way to (i) your use of, or inability to use, the Site or the information contained in the Site; (ii) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure; and (iii) any other matter relating to the Site, even if advised of the possibility of such damages.

10. Termination: Tarpon Realty may immediately suspend access to the Site and remove and discard any Content you submitted to the Site for any reason if Tarpon Realty believes you have violated or acted inconsistently with the terms of this Agreement. Termination of your access to the Site may be effected without prior notice. Tarpon Realty will not be liable to you or any third-party for termination of your access to the Site.

11. Relationship: Your use of the Site does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture or partnership relationship between you and Tarpon Realty. Use of the Site does not provide you with the authority to enter into any agreements for or on behalf of Tarpon Realty. Moreover, use of the Site does not grant you the authority, either express or implied, to incur obligations or liability on behalf of Tarpon Realty. By using the Site, you agree that no attempts to subject Tarpon Realty to any such obligations or liability will be made

12. Waiver: Failure by Tarpon Realty to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

13. Choice of Law and Dispute Resolution: This Agreement and all other aspects of your use of the Site shall be governed by and construed in accordance with the laws of the Florida, U.S.A., without regard to its conflict of laws rules. You agree that you will notify Tarpon Realty in writing of any claim or dispute concerning or relating to your use of the Site and give Tarpon Realty a reasonable period of time to address it before bringing any legal action, either individually or as a class member against Tarpon Realty. You agree to submit to the personal jurisdiction of the state and federal courts located in the Columbia County Florida, U.S.A.

14. Other Agreements: This Agreement shall be subject to any other agreements you have entered into with Tarpon Realty. If any such agreements conflict with the terms of the instant Agreement, the other agreements shall control.

15. Additional Terms: Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. Should there be a conflict, the additional terms and conditions will govern for those sections or pages.

16. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

17. Modification: Tarpon Realty reserves the right to modify this Agreement at any time, with or without notice to you. Thus, you should check the Agreement periodically for changes. You agree that Tarpon Realty will not be liable to you or any third party for any modifications to the Agreement.

18. Section Headings: The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

19. Effect: This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assignees. Neither the course of conduct between the parties to this Agreement nor trade practice shall serve to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved.

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