

# Terms of Use

## GENERAL

Charles Wayne Cox, is a California licensed and bonded real estate broker. Mr. Cox is a licensed California real estate broker (Lic. #01217620 expires 10/09/2013. *A real estate agent is qualified to advise on real estate; however, if you need legal, appraisal, financial, or any other professional help you are herewith advised to find and consult with an appropriate professional.*

## **TERMS AND CONDITIONS OF USE OF COX & ASSOCIATES' WEBSITES AND SERVICES**

### **1 ACCEPTANCE OF TERMS**

- 1.1 Your access to and use of Cox & Associates' website ("Website") and any Services referred to in the Website, are subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services indicated in 2 below, you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.
- 1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

### **2 THE SERVICES**

Cox & Associates may provide communication tools through the Website such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities designed to enable you to communicate with others. Cox & Associates also may offer other services indicated, but not limited to, those offered on the Website ("the Services"). Unless stated otherwise, the Services are for your personal and non-commercial use only.

3 **CHILD SUPERVISION**

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

4 **PRIVACY POLICY**

We are committed to responsible data management. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties and will be held in strictest confidence.

5 **USER ACCOUNT, PASSWORD AND SECURITY**

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. In no event will Cox & Associates be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time.

6 **ACCEPTABLE USE**

6.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. Cox & Associates will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

6.2 In using the Website/Services you agree not to:

6.2.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

6.2.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

6.2.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

- 6.2.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
  - 6.2.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
  - 6.2.6 make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;
  - 6.2.7 collect or store personal information about others, including email addresses;
  - 6.2.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
  - 6.2.9 impersonate any person or entity for the purpose of misleading others;
  - 6.2.10 violates any applicable laws or regulations;
  - 6.2.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
  - 6.2.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
  - 6.2.13 attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- 6.3 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

## 7 **TERMINATION**

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

## 8 **LINKS TO THIRD PARTY WEBSITES**

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Cox & Associates is not responsible for the content or availability of any such sites.

## 9 **INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

10 **INTELLECTUAL PROPERTY RIGHTS**

The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

11 **INDEMNITY**

You agree to indemnify and hold Cox & Associates harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against Cox & Associates by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by Cox & Associates in consequence of your breach of these Terms and Conditions.

12 **DISCLAIMERS AND LIMITATION OF LIABILITY**

12.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

12.2 To the extent permitted by law, Cox & Associates will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

12.3 Cox & Associates makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

12.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Cox & Associates for death or personal injury as a result of the negligence of Cox & Associates.

13 **SEVERANCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

14 **DISPUTES**

*Your use of the Website/Services indicates your acceptance that any dispute, claim or controversy arising out of the use of the Website/Services or relating to any contract, agreement or the breach thereof, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by*

*arbitration in San Jose, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.*

*Allocation of Fees and Costs: The arbitrator may not, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and shall not allocate reasonable attorneys' fees to any party.*

15      **GOVERNING LAW AND VENUE**

These Terms and Conditions shall be governed by and construed in accordance with the law of the State of California and you hereby submit to the exclusive jurisdiction of the California courts.

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