

WEBSITE TERMS AND CONDITIONS

These are the terms and conditions for the website of **Homes in America, Inc.**
Please feel free to provide us with any comments or feedback to
comments@homesinamerica.net.

If you do not agree to the terms of use, discontinue using the site immediately!

(I) LICENSE TO USE WEBSITE

You may view, download for caching purposes only, and print pages from the website, provided that:

- (a) you must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system;
- (b) You must not edit or otherwise modify any material on the website except for your own material that you provide when you are logged in.

(II) INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all our intellectual property rights are reserved.

(III) LIMITATIONS OF LIABILITY

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

While we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date. We reserve the right to change and/or add any provisions to the website at any time.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise – including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

(IV) RESTRICTED ACCESS

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion or if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

(V) BLOGS/BULLETIN BOARD/CHAT ROOM, etc

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing without our expressed written consent.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under U.S. and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence,

impinge upon any person's privacy, or constitute incitement to commit a crime further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-license such rights.

(VI) ADVERTISING

(a) You agree, by using our website, that you will not provide any false information and be as accurate as possible. If you are in violation of false advertising you hereby agree that you will be removed immediately from our website and be subject to fines.

(b) Real Estate Licensees

Sellers who are licensed as an agent, broker, or other licensed real estate professional must ensure that their item description conforms to all laws and regulations applicable to online advertising of properties by such licensees. These requirements may include, among other things, disclosure of the licensee's name, any firm with which the licensee is affiliated, office location, and the jurisdiction(s) where the licensee is licensed.

(c) The role of **Homes in America, Inc** in the sale of properties is limited to publishing advertising provided by sellers and providing any information for communications about a property. We are not responsible for, and do not engage in, brokering, or leasing posted properties or providing a "multiple listing service" as that term is traditionally used. We do not counsel sellers or buyers, show properties, negotiate sales contracts, or hold a position of trust and confidence, within the **Homes in America, Inc** website. Accordingly, no brokerage relationship or any agency or fiduciary relationship is intended to be or shall be deemed to have been created between **Homes in America, Inc** and any seller or buyer of real estate. We make no representations about properties advertised on our website, about the sellers of such properties, about the accuracy of information provided by such sellers, or about the financial capabilities of prospective buyers. Prospective buyers are advised to perform all due diligence before entering into a contract to purchase property, and, as emphasized above, all parties are encouraged to seek the help of a licensed real estate professional and real estate attorney.

(VII) VARIATION

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

(VIII) ENTIRE AGREEMENT

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(IX) LAW AND JURISDICTION

This notice will be governed by and construed in accordance with U.S. law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of the United States.

(X) INDEMNITY

You agree to indemnify and hold Homes in America, Inc., its officers, subsidiaries, affiliates, successors, directors, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of content you submit, post or make available through the Service, your use of the Service, your violation of the Terms and Conditions, your breach of any of the representations and warranties herein, or your violation of any rights of another.

(XI) CONTACT US

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