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## Terms of Use

This Island Associates Real Estate, Inc. Terms of Use agreement (this "agreement") is a legal agreement between you and Island Associates Real Estate, Inc. ("Island Associates Real Estate, Inc.", "we", "us" or "our") providing, among other things, the terms and conditions for your use of our web site accessible at <http://www.IslandAssociatesRealEstate.com> (the "site").

We may from time to time modify these Terms of Use and will post a copy of the amended agreement at <http://www.Islandassociatesrealestate.com/about/disclaimer-terms-of-use> If you do not agree to, or cannot comply with, the agreement as amended, you should not use the site. You will be deemed to have accepted the agreement as amended if you continue to use the site after any amendments are posted on the site. We reserve the right to refuse to provide our products and services to anyone at any time.

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### 1. Authorized users

1.1 Age requirement; authority. In order to use the site, you must be at least 18 years of age. You represent that (i) you have read and understood, and that you agree to be bound by, this agreement and (ii) you are at least 18 years old. If you do not agree to, or cannot comply with, any of these terms and conditions of this agreement, please do not attempt to access this site.

1.2 Registration. We reserve the right to restrict certain areas of information on this site to our approved registered users. In the event that any area of the site requires you to register with us prior to our

granting you access to such areas of the site, you agree to provide truthful information, including but not limited to a member name and password as well as your name, address, telephone number and a valid email address (the "account information"). You agree to provide accurate account information and to update your account information as necessary to keep it accurate. Island Associates Real Estate, Inc. will use your account information in accordance with its privacy policy, which can be found at <http://IslandAssociatesRealEstate, Inc./about/privacy-policy>, as described further in section 6 of this agreement. You are solely responsible for maintaining the confidentiality of your member name and password. You agree to notify us immediately of any unauthorized use of your member name, password or account. Island Associates Real Estate, Inc. will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold harmless Island Associates Real Estate, Inc., its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of your account.

## 2. License to use the site

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## 3. Other restrictions

You agree that you will not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or any other information, including specifically, property listings available through the site; (c) send chain letters or pyramid schemes via the site; or (d) attempt to gain unauthorized access to other computer systems through the site. You agree that you will not use the site

in any manner that could damage, disable, overburden, or impair the site or interfere with any other party's use and enjoyment of the site.

#### 4. Copyrights and other intellectual property

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4.2 Photos herein are the property of their respective owners and use of these images without the express written consent of the owner is prohibited.

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#### 6. Privacy policy

Unless otherwise addressed in this agreement, your use of this site is subject to Island Associates Real Estate's privacy policy, which is incorporated by reference and made a part of this agreement. It is important that you read and understand the terms of Island Associates Real Estate's privacy policy. Island Associates Real Estate may cooperate with and disclose information (including your account information) to any authority, government official or third-party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement whether related or unrelated to your use or misuse of this site.

#### 7. Submissions or other information

If you submit to us or post on the site any property listing, testimonial, comment, review, suggestion or any work of authorship (collectively a "submission") including, without limitation, submissions about any of our products or services, such submission will not be confidential or secret, and may be used by us in any manner. Please do not submit or send any submission to us that you consider contains confidential or proprietary information. No submission sent to us will be considered or treated as confidential information. We do not pre-screen submissions and we will have no obligation to read any particular submission submitted or sent to us. By submitting or sending a submission to us, you: (i) represent and warrant that the submission is original to you, that no other party has any rights thereto, and that any "moral rights" in such submission have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub licensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name.

## 8. Term

This agreement will remain effective until terminated by you or terminated by us.

## 9. Disclaimers

9.1 The site (including all of its content) is provided to you "as is." Any use of this site is at your own risk. To the maximum extent permitted by applicable law, Island Associates Real Estate disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Island Associates Real Estate makes no representations, warranties or guarantees that this site will be free from loss, destruction, damage, corruption, attack, viruses, interference, hacking, or other security intrusion, and Island Associates Real Estate disclaims any liability relating thereto.

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9.3 All property listing information contained within this site is subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal

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9.4 You acknowledge that your submission of any information to us is at your own risk. Island Associates Real Estate does not assume any liability to you with regard to any loss or liability relating to such information in any way.

9.5 Some of the content, products, and services available through the Island Associates Real Estate site may include materials that belong to third parties. You acknowledge that Island Associates Real Estate assumes no responsibility for such content, products or services.

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In no event will Island Associates Real Estate be liable to you for indirect, general, special, incidental, consequential, exemplary or other damages (including, without limitation, damages for loss of profits, business interruption, corruption of files, loss of business information or any other pecuniary loss) even if Island Associates Real Estate has been advised of the possibility of such damages. No oral or written information or advice given by Island Associates Real Estate or others will create a warranty and neither you nor any third party may rely on any such information or advice. Some jurisdictions do not allow the exclusion of implied warranties or limitation or exclusion of liability for incidental or consequential damages, so the above exclusions and limitations may or may not apply to you.

## 11. Indemnity

You will indemnify and hold Island Associates Real Estate, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any suits or claims arising out of (i) your breach of this agreement, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; or (ii) your use or misuse of the site.

## 12. General

12.1 You will be responsible for providing the dial-up, dsl, cable modem or other form of internet access and any other hardware and software necessary to access and use the site.

12.2 Island Associates Real Estate complies with all applicable laws, including, but not limited to, privacy laws and individual state laws with respect to the sale or lease of real property. You agree that you will comply with all such laws applicable to you.

12.3 Island Associates Real Estate or its business partners may present advertisements or promotional materials on or through the site. Your dealings with, or participation in promotions of, any third-party advertisers on or through the site are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that Island Associates Real Estate is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party materials on the site.

12.4 If you know of, or suspect, copyright infringement, please send a notice to Island Associates Real Estate; 444 Route 111, Suite 1, Smithtown NY 11787. The notice must contain all of the information set forth in section 512(c)(3)(a) of the U.S. Copyright Act, 17 U.S.C. § 101 et seq.

12.5 This agreement will be governed by the laws of the state of New York. The exclusive jurisdiction for any claim, action or dispute with Island Associates Real Estate or relating in any way to your use of the site will be in the state and federal courts of the state of New York and the venue for the adjudication or disposition of any such claim, action or dispute will be in the county of Suffolk, New York.

12.6 Island Associates Real Estate may send notices to you with respect to your use of the site by sending an email message to the email address listed in your account information, by sending a letter via U.S. mail to the contact address listed in your account information, or by a posting a note on the site when you access your account. You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

12.7 General contact information. For questions regarding this site or your use of this site, please email us at [info@islandassociates.com](mailto:info@islandassociates.com), or call +1 631 982 2100.

You acknowledge that you have read this agreement, understand it and will be bound by its terms and conditions. You further acknowledge that this agreement represents the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.