

Terms of Use

The Eastern Bergen County Board of Realtors® Care Foundation, Inc. often designated as Care Foundation or EBCBOR CARE FOUNDATION, disclaims responsibility and liability for the content and opinions expressed by others which may be contained on this Website including, but not limited to, content or opinions regarding any products or service mentioned on the Website or those links which may be associated with this Website.

EBCBOR CARE FOUNDATION's Privacy Policy explains how it may use any personal information shared by you. By accessing this site, you agree to these Terms and EBCBOR CARE FOUNDATION's Privacy Policy. If you are accessing this Site on behalf of an organization, then you agree to these Terms and the Privacy Policy on behalf of that organization. If you do not agree to these Terms, you may not use this Site.

Other sections of the Site may have additional rules and regulations that are specific to that particular section and will be accessible to you in such sections.

Modifications: EBCBOR CARE FOUNDATION reserves the right to modify these Terms from time to time. Any modifications to the Terms will be effective once posted to the Site. If you access or use the Site after the Terms have been modified, your continued access and use will constitute acceptance of all modifications.

Governing law: The use of this Website constitutes the users agreement to be governed by and interpreted under the laws of the State of New Jersey, United States of America, without reference to conflicts of laws and without regard to the location of the end user. User further agrees that any and all disputes which may arise and any litigation that may arise from such disputes shall be filed before a court located in the State of New Jersey, County of Bergen, to the exclusion of all other courts located in any other State or County.

EBCBOR CARE FOUNDATION's Content and Intellectual Property: Any information or content shared on the Site is for informational purposes only and does not constitute legal or professional advice. Please consult with an appropriate professional for any professional advice you need, for example, legal or accounting advice. EBCBOR CARE FOUNDATION or its partners, affiliates, State or National organizations created the text, images, video, graphics, content, and materials ("Materials") available through the Site. All Materials are protected by all applicable copyright and trademark laws. EBCBOR CARE FOUNDATION or the party credited owns the Materials, and all rights in the Materials are expressly reserved. Use of the Materials is prohibited unless expressly granted by EBCBOR CARE FOUNDATION.

Your Conduct: EBCBOR CARE FOUNDATION intends this website to provide information on issues in the real estate industry. EBCBOR CARE FOUNDATION expects and requires you to conduct yourself in a respectful and law-abiding manner when using the Site. You may not:

- Use the Site to advertise or promote real estate listings or real estate services;
- Use the Site to send unsolicited communications or promotions, also known as "spam";
- Use the Site to promote or advertise products or services;

- Use the Site in any way that violates local, state or federal laws;
- Upload or share materials that are illegal, fraudulent, defamatory, libelous, misleading, threatening, profane, or obscene;
- Take any action that will disrupt or interfere with operation of the Site, which includes use of any robot, spider, or other automated device, process, or means to access, retrieve, scrape, or index any portion of the Site;
- Violate the privacy or infringe the rights of others, including intellectual property rights;
- Use inflammatory, offensive or inappropriate language;
- Impersonate other persons.

Your Content: In certain areas of the Site, you may now or in the future be able to upload content that will be publicly displayed. Please be thoughtful when choosing to do so, since content available online is easily shared and captured.

- If you choose to share content on the Site, you warrant and represent that you are the owner of the content or you are permitted to use the content in such manner. You may not post any content to the Site that you do not own or are not permitted to use. EBCBOR CARE FOUNDATION respects the intellectual property rights of others and expects you to do the same.
- By submitting any content, you grant to EBCBOR CARE FOUNDATION a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, create derivative works of, and publicly perform such content for any purpose related to the Site and the services provided through the Site.
- EBCBOR CARE FOUNDATION may review all content submitted prior to public posting on the Site. If approved, the content will be posted within a reasonable timeframe. EBCBOR CARE FOUNDATION may refuse to post any content for any reason whatsoever without explanation or justification.
- EBCBOR CARE FOUNDATION may remove any content for any reason whatsoever. This means that even if your content was initially approved, it may remove it at a later date.
- If you choose to upload content to the Site, you agree to indemnify and hold EBCBOR CARE FOUNDATION harmless from any and all liability, damages or expenses whatsoever due, directly or indirectly, to any cause of action arising out of the Content posted by you.

Members-Only Access: Some portions of the Site may only be accessed by members of EBCBOR CARE FOUNDATION. If you are a member of EBCBOR CARE FOUNDATION, you may first need to register for access. You may need to select a username and password. You are responsible for your username and password, and the activities that occur on the Site under your username and password, so please be careful with how you store and share that information.

You are also responsible for providing NAR with accurate and complete registration information, including updating such information as it changes.

Third-Party Links: This Site includes links to websites that are not owned or operated by EBCBOR CARE FOUNDATION. These links are provided as a convenience and do not constitute EBCBOR CARE FOUNDATION 's endorsement of the linked-to website or its owner. Please be aware when you

leave the Site because EBCBOR CARE FOUNDATION 's Terms and Privacy Policy will no longer apply to your activities. Third-party websites will likely have their own terms of use and privacy policy, which EBCBOR CARE FOUNDATION has no control over.

Third-Party Advertisers and Vendors: Third-party vendors may advertise, offer products or services for sale, or host promotions on the Site. If you choose to purchase any product or service or enter any promotion, the terms of that purchase or promotion are between you and the third-party vendor. EBCBOR CARE FOUNDATION does not make any representation or warranty about third-party products, services or promotions available through the Site. EBCBOR CARE FOUNDATION disclaims all liability for any losses or damages stemming from any purchase or promotion offered by a third-party vendor.

SITE PROVIDED "AS IS": EBCBOR CARE FOUNDATION hopes your visit to the Site is informative and entertaining; however, there are certain things that EBCBOR CARE FOUNDATION cannot guarantee. THIS SITE IS PROVIDED BY EBCBOR CARE FOUNDATION ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY THAT THE SITE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. EBCBOR CARE FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USABILITY, CONDITION OR OPERATION OF THIS SITE, OR THAT ACCESS TO OR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EBCBOR CARE FOUNDATION DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPARABILITY, SECURITY AND ACCURACY. (Some jurisdictions do not permit the disclaimer of certain warranties, so the above disclaimers may not apply to you).

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EBCBOR CARE FOUNDATION, ITS DIRECTORS, OFFICERS, AFFILIATES, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. EBCBOR CARE FOUNDATION SHALL ALSO NOT BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES; DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE; DAMAGES RELATING TO ANY THIRD-PARTY CONDUCT OR CONTENT AVAILABLE ON THE SITE, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, REGARDLESS OF LEGAL THEORY, AND WHETHER OR NOT EBCBOR CARE FOUNDATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. (Some jurisdictions do not permit the limitation or exclusion of certain liabilities, so the above limitations and exclusions may not apply to you).

Termination: You may stop using the Site at any time. EBCBOR CARE FOUNDATION may suspend or terminate the Site at any time at its sole discretion and without notice. EBCBOR CARE FOUNDATION

may also terminate, limit or suspend your access to the Site for any reason at any time and without notice. For example, EBCBOR CARE FOUNDATION may terminate your access to this Site if you are not complying with these Terms or if it determines that you are a repeat infringer of third-party intellectual property rights.

Entire Agreement: These Terms constitute the entire agreement and understanding between the parties with respect to their subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. These Terms create no third party beneficiary rights.

Miscellaneous: EBCBOR CARE FOUNDATION's or your failure to exercise any right provided for in these Terms shall not constitute a waiver of any rights under these Terms. If any provision of these Terms is found to be unenforceable, such unenforceability will not affect the validity of the remaining provisions. You may not assign any of your rights under these Terms. EBCBOR CARE FOUNDATION may assign its rights under these Terms in whole or in part at any time without your consent. No agency, partnership, joint venture, or employment is created as a result of these Terms.