



**SHOWoff.com, Inc.  
End User Agreement – Terms of Service  
May, 2015**

**SHOWoff.com, Inc.** (“we,” “us,” “our,” etc.) owns and operates the [[www.showoff.com](http://www.showoff.com)] web site (our "Site"), on which we provide a service that enables users (“you,” “your,” etc.) to engage in certain transactions concerning the advertising and enhancement of real estate (together with the Site, our "Service"). The Service is further described herein as well as on other pages of this Site. Your use of the Service is subject to the terms and conditions set forth in this End User Agreement – Terms of Service (this “Agreement” or these “Terms”). These Terms govern your use of the Service whether or not you are a registered user.

These Terms constitute a legally binding Agreement by and between you and us. By accessing or using the Service, you accept these Terms and agree to the provisions, terms, conditions, and notices contained or referenced herein whether or not you become a registered user. **IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SERVICE.**

**WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME, WHEREOF WE WILL PROVIDE NOTICE ON THE SITE. YOUR CONTINUED USE OF OUR SERVICE THEREAFTER CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.**

## **1. PROFESSIONAL ASSISTANCE; DUE DILIGENCE**

All content on the Site is provided for informational purposes only. Do not rely solely on the content provided on the Site without conducting independent due diligence before entering into any transactions. Real estate transactions are complex and your participating in them can give rise to significant legal and financial obligations. Use of this Site is intended for skilled real estate professionals and those who are familiar with the legal and financial implications of entering into the transactions this Site enables. All others are strenuously urged to seek and obtain the help of qualified real estate professionals before using this Service and before contemplating, negotiating, or entering into any real estate transactions. Any liabilities arising due to your failure to become fully informed about the risks of entering into real estate transactions are yours alone.

## **2. OUR STATUS**

We are a marketing service only. We are not a real estate broker or a law firm. We are forming no agency or attorney-client relationship with you. Unless otherwise set forth herein or in any other document promulgated by us, we have no direct involvement in

any transaction for the purchase or sale of real estate initiated using our Service. It is our intention that no portion of the Service that is provided by us consist of any function or activity for which a real estate broker's or agent's license is required. No brokerage, agency, or other fiduciary relationship is created between you (or any other party) and us, by virtue of your (or such party's) use of the Service.

### **3. NO EDITORIAL CONTROL**

To the fullest possible extent, we are a neutral, objective service provider of a platform upon which you and others can participate in the exchange of information about products and services. We have no obligation to exercise any editorial control over any content posted on the Service. We do not advocate for or against any retailer or service provider, and we do not endorse or ratify any statements made by any user of the Service. We may (but shall not be obligated to) report to appropriate governing bodies any act or omission of any person that is in violation of these Terms or the rules, regulations, canons of conduct, or other licensing requirements of such bodies, as applicable. We may (but shall have no obligation to) remove any content posted on our Service at any time for any reason. The Communications Decency Act, 47 U.S.C. § 230, provides that we, as the provider of the Service, shall not be treated as the publisher or speaker of any information provided by the users of our Service. You shall have no claim against us for the posts of our users.

### **4. LISTING PROPERTIES**

If you wish to list a property on the Site, you must be a licensed real estate broker in the jurisdiction in which the property is located, or a bank or other qualified party having an interest in the property and the right or authority to so list it. If you are a real estate agent, your listing must conform to the laws, rules, and regulations applicable to such listings by real estate agents in your jurisdiction. If you are a bank, it is understood you are listing properties in a pre-foreclosure context and that your listing is based on public information. If, however, you are an agent, not a bank, and not the owner of the property you are listing: (i) prior to listing the property, you must obtain and document the express permission of the property owner to so list it; and (ii) you are solely responsible for establishing and memorializing the terms and conditions of your relationship with the property owner, including without limitation provisions regarding the pricing and other material terms of the sale process. Any suspected fraud by you will be subject to prosecution to the fullest extent of the law. You shall not, and hereby agree not to, violate, in any way, the Fair Housing Act, or other state or local laws prohibiting discrimination in housing, such as by stating, in any notice or ad for the sale or rental of any property, a discriminatory preference on the basis of race, color, national origin, religion, sex, family status, or handicap. We make no warranties about any other parties participating in the Service, including without limitation the financial condition of any potential purchaser.

### **5. TERMS AND CONDITIONS FOR REAL ESTATE PROFESSIONALS**

This Section 5 applies to you if you are a real estate broker or real estate agent.

- a. By using the Service, you are attesting that you are a licensed real estate broker or real estate agent in good standing in your jurisdiction. You may be asked to provide your license number or other proof of status, as well as information about your brokerage. You authorize us to confirm your license status and standing and your eligibility to act as a real estate broker or agent.
- b. We may (but shall not be obligated to) report to appropriate governing bodies any act or omission of any person that is in violation of these Terms or the rules, regulations, canons of conduct, or other licensing requirements of such bodies.
- c. You are solely responsible for all photographs, documents, and other content you upload to the Site, including without limitation ensuring the veracity thereof and obtaining the legal permission to so disclose such content. Your uploading of all such content must be in compliance with all applicable provisions hereof, including without limitation Section 15.
- d. You shall not under any circumstances use the Service to falsely enhance or upgrade the appearance of an existing property by modifying and re-uploading the photographs or other content associated with an existing property in an effort to pass off such modified photographs or materials as being accurate representations of the existing state of the underlying property.

## **6. NO REFUNDS**

All sales are final. Ancillary products purchased shall be nonrefundable, unless otherwise provided by the seller thereof. Without any exception we have a NO REFUND policy. You are solely responsible for familiarizing yourself with all relevant details regarding the purchases you make on this site prior to making such purchases, including without limitation these Terms and our Privacy Policy (at [\[www.showoff.com\]](http://www.showoff.com)).

You are solely responsible for ensuring that no minors or other unauthorized persons (including without limitation family members or friends) access your credit cards or your account at the payment site to ensure that no one purchases any products or services on the Site without your permission.

By making a payment in connection with any purchase on the Site or purchasing any products, you acknowledge that you have read and agree to these Terms.

## **7. DISCLAIMERS REGARDING REAL ESTATE**

ALL SALES OF REAL ESTATE ARE BETWEEN THE BUYERS AND SELLERS THEREOF AND WE SHALL BEAR NO LIABILITY TO EITHER OF THEM RESPECTING THE INFORMATION DISPLAYED ON THE SITE. You hereby acknowledge and agree that the we have not made, do not make and specifically

negate and disclaim, any and all representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to any applicable property, including without limitation: (a) the value, nature, quality, or condition of the property, including, without limitation, the water, soil, and geology; (b) the income to be derived from the property; (c) the suitability of the property for any and all purposes, activities, and uses you may conduct thereon; (d) the compliance of or by the property or its operation with any laws, rules, or ordinances of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the property; (f) the manner or quality of the construction or materials, if any, incorporated into the property; (g) the manner, quality, state of repair, or lack of repair of the property; (h) the existence of any view from the property or that any existing view will not be obstructed in the future; (i) any other matter with respect to the property; (j) the conformity of the improvements to any plans or specifications for the property that may be provided to you; (k) the conformity of the property to applicable zoning or building code requirements; (l) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon; or (m) whether the property is located in a special studies zone under the public resources code or a seismic hazards zone or a state fire responsibility area, or a special flood hazard zone. We have not made, do not make, and specifically disclaim any representation regarding compliance with the Americans With Disabilities Act or with any environmental protection, pollution, or land use laws, rules, regulations, or orders or requirements, as defined by the U.S. Environmental Protection Agency regulations or the disposal or existence, in or on any properties, of any hazardous substance, as defined by the comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. You and anyone claiming by, through or under you hereby fully and irrevocably release us, and our respective employees, officers, directors, representatives, attorneys, and agents from any and all claims that you may now have or hereafter acquire against the same for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or relating to any construction defects, efforts, omissions, or other conditions whatsoever, including environmental matters, affecting the applicable property, or any portion thereof. This release includes claims of which you may be presently unaware or which you may not presently suspect to exist and which, if known by you, would materially affect your willingness to provide the above release.

## **8. DISCLAIMERS REGARDING NON-REAL ESTATE PRODUCTS AND SERVICES**

Your correspondence or business dealings with, or participation in promotions or services of, advertisers, buyers, sellers, or agents found on or through the Site, including payment for and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that we shall not be 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 advertisers or third parties on the Site, including without limitation the accuracy of their advertisements, the timeliness of their delivery, or any other aspect of their performance or nonperformance. Without limiting any other provision of these Terms, you acknowledge and agree that you are acquiring products and services in their present state and condition, with all defects, both patent and latent, and with all faults whether known or unknown, presently existing, or that may hereafter arise. You hereby acknowledge and agree that we have not made, do not make and specifically negate and disclaim, any and all representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the applicable products and services, including without limitation: (a) the value, nature, quality, or condition of any products or services purchased from us or from any retailer or service provider; (b) the suitability of any retailer or service provider for any or all purposes; (c) the compliance of or by any retailer or service provider with any laws, rules, or ordinances of any applicable governmental authority or body; and (d) the merchantability, marketability, profitability, or fitness for a particular purpose of any products or services. We cannot guarantee that all products will be available at all times or in all jurisdictions. We cannot guarantee that dimensions or colors of products reflected in uploaded photographs will be accurately represented on your computer monitor or that they will accurately reflect those attributes of the actual products upon delivery. You, and anyone claiming by, through or under you, hereby fully and irrevocably release us and our and our respective employees, officers, directors, representatives, attorneys, and agents from any and all claims that you may now have or hereafter acquire against the same for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or relating to any defects, efforts, acts, omissions, or other conditions affecting any products or services obtained through the Service. This release includes claims of which you as a consumer may be presently unaware or which you may not presently suspect to exist and which, if known by you, would materially affect your willingness to provide the above release.

## **9. GENERAL USER CONDUCT**

We may refuse Service to you for any lawful reason or for no reason. You agree to use our Service responsibly, with good judgment, and in a manner conforming at minimum to prevailing standards for internet and business etiquette. For example and without limitation, while using the Service you agree not to: (a) violate any applicable law or regulation; (b) infringe the rights of any third party, including without limitation intellectual property, privacy, and contractual rights; (c) use information obtained through our Service for any unauthorized purpose; (d) interfere with or damage our Service, including without limitation through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, forged electronic mail address information, means to reproduce or circumvent the navigational structure or presentation of the Service or its contents, or similar methods or technology; (e) use our Service to transmit, distribute, post, or submit any unauthorized information concerning any other person or entity, including without

limitation photographs, personal contact information, or numbers of credit, debit, or calling cards or accounts; (f) use our Service in connection with the distribution of unsolicited commercial email or advertisements; (g) stalk or harass any other user of our Service; (h) collect any information about any other user other than as customarily arises in the course of permitted use of our Service; (i) use our Service for any unauthorized commercial purpose; (j) impersonate any person or entity; (k) remove any copyright, trademark, or other proprietary right notices or legends contained in the Service; (l) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Service or our Site or any software used on or for the Service; or (m) assist or facilitate any third party in doing any of the foregoing.

## **10. YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE**

**IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION BODILY INJURY, EMOTIONAL DISTRESS, AND ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS WITH OTHER USERS OF THE SERVICE, PERSONS OR ENTITIES, YOU INTERACT WITH THROUGH THE SERVICE, OR ANY BUSINESS TRANSACTIONS INTO WHICH YOU MAY ENTER OR CONSUMMATE WITH THEM.**

## **11. PRIVACY**

Use of the Service is also governed by our Privacy Policy at [[www.showoff.com](http://www.showoff.com)].

## **12. MINORS**

Our Service is intended for persons 18 years or older and we will not knowingly permit anyone under the age of 18 to use our Service. By using our Service, you represent and warrant that you are at least 18 years old and otherwise have the right, authority and capacity to accept these Terms and abide by all of the terms and conditions set forth herein.

## **13. REGISTRATION AND FEES**

You may use the Service in accordance with the fee schedule at [[www.showoff.com](http://www.showoff.com)], which we may modify from time to time in accordance herewith. Fees are stated in U.S. dollars. Not all functions on the Service carry a fee. In order to access the full suite of features and services available on the Service, you may be required to become a registered user of the Service, which may or may not include the payment of a fee. By providing your credit card or bank account information to us, you are giving us your express permission to debit your account from time to time in the amounts of the fees accrued by you in connection with your use of the Service and your engaging in actions

on the Site that carry such fees pursuant to the fee schedule designated above. We may pass credit card and wire transfer service fees on to you if you elect to use such means for payment. You may not transfer or sell your account with us to another party.

#### **14. AUTHORITY TO BIND OTHERS**

If you register for our Service as a business, you represent and warrant that you have the authority to bind such business and otherwise act on its behalf. If you lack such authority, you will be held personally liable for all transactions into which you enter on the Site on behalf of such business.

#### **15. USER CONTENT**

By submitting any content to our Site, you represent and warrant to us that such content is true and correct in all respects, that you have the right to so submit such content, and that our use of your content as described on the Site will not infringe or violate the rights of any third party, including without limitation any intellectual property rights and rights of privacy. Unless otherwise specified in any other document pertaining to specific content, you will continue to own all content you submit to our Site. You hereby do and will in each instance grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to use, reproduce, modify, publicly perform, and publicly display your uploaded content, and to sublicense to others the rights to do the foregoing, as well as to exercise the copyright, publicity, and database rights you have in your content, in any media now known or not currently known, in any manner incident to our operation of the Service as it pertains to your content.

#### **16. LINKS TO OTHER SITES**

The Site may contain links to third party websites and resources. Such sites and resources are not under our control and we shall not be responsible for the contents or functions thereof. We provide such links as a convenience, and the inclusion of any link does not imply endorsement by us or any association with its operators.

#### **17. PROPRIETARY RIGHTS**

You agree that all content and materials available on our Site are protected by our or third parties' rights of publicity, copyright, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws. Except for that information which is in the public domain or for which you have been given express written permission by us to the contrary, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works of any materials or content available on our Site. Notwithstanding the above, you may use the content and materials on our Site in the course of your normal use of our Service. You agree not to use of any of our trademarks as metatags on other web sites. You agree not to display any portion of our Site in a frame (or any of our content via in-

line links) without our express written permission. You may, however, establish ordinary links to the homepage and other sections of our Site without our written permission.

## **18. USERNAME AND PASSWORD**

You will select a username and password when completing the registration process. You are solely responsible for maintaining the confidentiality of your username and password, and are solely responsible for all activities that occur under your username and password. You agree to: (a) immediately notify us of any unauthorized use of your username and password or any other breach of security; and (b) ensure that you log off from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with this paragraph. We may employ various reasonable means to verify the identity of each user registering on the Site. We make no warranties as to the accuracy of the identity of any user. You acknowledge and agree that we are authorized to act on instructions received through use of your username and password, and that we may, but are not obligated to, deny access or block any transaction made through use of your credentials without prior notice if we believe your username and password are being used by someone other than you, or for any other reason.

## **19. TERMINATION**

You agree that we, in our sole discretion, may terminate your access to our Service for any reason or no reason, including without limitation your breach of these Terms. You agree that any termination of your access to our Service may be effected without prior notice, and you acknowledge and agree that we may immediately deactivate or delete any of your accounts and all related information and files in such accounts, and bar any further access to such files or our Service. You agree that we will not be liable to you or any third party for any loss or damages of any kind resulting from any termination of your access to our Service. To voluntarily terminate your access to the Service at any time via our Site, simply follow the directions provided on the Site at **[[www.showoff.com](http://www.showoff.com)]**. If for some reason you wish to terminate your account but you cannot access the Site to do so, you may terminate your account by sending us written or email notice of termination at **2100 Constitution Blvd, Suite 164, Sarasota, FL 34229** or **welcome@showoff.com**.

## **20. DISCONTINUANCE OF SERVICE**

We reserve the right at any time to modify or discontinue, temporarily or permanently, any portion of our Service with or without prior notice. You agree that we will not be liable to you or to any third party for any modification or discontinuance of our Service.

## **21. CUSTOMER SERVICE**

We may provide assistance and guidance through our representatives. When communicating with our representatives, you may not be abusive, obscene, threatening,



harassing, or racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our representatives is at any time threatening or offensive, we reserve the right to immediately terminate your access to our Service.

## **22. BLOCKING OF IP ADDRESSES**

In order to protect the integrity of the Service, we reserve the right at any time in our sole discretion to block users on certain IP addresses from accessing our Site.

## **23. REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant to us that: (a) that you have the full power and authority to enter into and perform under these Terms; and (b) your use our Service will not violate any of these Terms.

## **24. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT:

A. IF YOU USE OUR SERVICE, YOU DO SO AT YOUR OWN AND SOLE RISK. OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. WE DO NOT WARRANT THAT: (A) OUR SERVICE WILL MEET YOUR REQUIREMENTS; (B) OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY INFORMATION THAT YOU MAY OBTAIN ON OUR SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICE WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF COMMUNICATION ON ACCOUNT OF TECHNICAL PROBLEMS, OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB OR IN CONNECTION WITH THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR AFFILIATES, ADVERTISERS, PROMOTERS, OR DISTRIBUTION PARTNERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SITE OR THE SERVICE.

C. NO DATA, INFORMATION OR ADVICE OBTAINED BY YOU IN ORAL OR WRITTEN FORM FROM US OR THROUGH OR FROM OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **25. LIMITATION OF LIABILITY**

A. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO, OR CONNECTED WITH: (A) THE USE OR INABILITY TO USE OUR SERVICE, (B) THE COST OF REPLACEMENT OF ANY INFORMATION STORED OR MANAGED USING OUR SERVICE, (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, (D) STATEMENTS, CONDUCT, OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE, (E) THE ACCURACY OF ANY INFORMATION PRESENTED ON THE SITE REGARDING ANY PROPERTY OR THE CONDITION OR SALABILITY THEREOF; OR (F) ANY OTHER MATTER ARISING FROM, RELATING TO, OR CONNECTED WITH OUR SERVICE, THE SITE, OR THESE TERMS.

B. WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS, THE INABILITY TO PROCURE SUPPLIES OR MATERIALS, JUDICIAL DELAYS, EVICTION DELAYS, OR TITLE DEFECTS OR THE CURE THEREOF, INCLUDING WITHOUT LIMITATION PROSECUTION OF ANY FORECLOSURE ACTION.

C. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE SUM OF ONE DOLLAR (\$1.00).

D. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WE HAVE NO CONTROL OVER THE BEHAVIOR OF ANY OTHER USER OF THE SITE, AND WE HEREBY DISCLAIM ALL WARRANTIES AND LIABILITIES RESPECTING THE CONDUCT OTHER USERS.

E. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS HEREIN MAY NOT APPLY TO YOU.

## **26. INDEMNITY; RELEASE; WAIVER**

You agree to defend, indemnify, and hold harmless us and our subsidiaries, parents, affiliates, and each of our and their directors, officers, managers, members, partners agents, and employees from and against each and every claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against us arising out of your use of our Service or alleging facts or circumstances that could constitute a breach by you of any provision of these Terms or any of the representations and warranties set forth above. If you are obligated to indemnify us, we will have the right in our sole and unfettered discretion to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms. In the event of a dispute between you and any other user of the Site, you hereby release us and our affiliates (and us and their officers, directors, agents, affiliates, subsidiaries, joint ventures and employees) from all claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. You hereby waive any and all claims you may have against us, our clients, and our other customers of the Service in connection with our and their use of the Service not constituting a breach hereof.

## **27. COPYRIGHT POLICY**

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on our Site in a way that constitutes copyright infringement, see our copyright policy at [[www.showoff.com](http://www.showoff.com)].

## **28. USER DISPUTES**

You are solely responsible for your interactions with other users of our Site. We reserve the right, but have no obligation, to monitor interactions between you and other users.

## **29. DISPUTE RESOLUTION**

All disputes between you and us arising out of or relating to these Terms or your use of our Service will be exclusively resolved in state or federal court located in Tampa, Florida. Each party hereby irrevocably submits to the personal jurisdiction of such courts. In any action to enforce this Agreement and/or recover damages pursuant hereto, we shall be entitled to recover from you our fees and costs incurred in connection therewith, including without limitation reasonable attorneys' fees.

## **30. GENERAL PROVISIONS**

These Terms shall be interpreted in accordance with the laws of the State of Florida without reference to conflict of law principles. With respect to specific real estate transactions, the laws of other jurisdictions may apply. These Terms contain the entire understanding between you and us regarding the subject matter hereof, and supersede

all prior and contemporaneous agreements and understandings. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. You and we are independent contractors only, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. This Agreement may be assigned by us to any third party, but you may not assign this Agreement or any of your rights or obligations hereunder without our express, written consent. If any provision hereof is found to be invalid or unenforceable, such provision shall be recast to the extent required to make it valid and enforceable and the other provisions hereof shall be unaffected thereby.