

## LEGAL:

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**1.3 Use of Content** – You may print a single copy of any price, property listing, conditions, photos, projections, webcasts, assumptions, estimates, and/or other information displayed or transmitted on the Site (collectively, “Content”) that you are authorized to access; provided that you (a) do not remove any notices or other information contained on such Content, and (b) strictly comply with the provisions of these Terms of Use including, without limitation, Section 1.4 below.

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**2. Registration** – Certain portions of the Site may be accessible only to users that register to use those portions of the Site (“Registered Users”). If you register to use the Site, you will choose, or be issued, a username and password and, once you have a username and password – you will be considered a Registered User and issued an account to use the Site. However, we may terminate your status as a Registered User for any reason (or no reason) with or without notice to you, and you agree not to access the Site at any time after we give you notice of such termination. You may not authorize any third-party to access and/or use your username, password or account on your behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. You agree to notify us immediately of any unauthorized use of your username, password or account. If, notwithstanding the foregoing obligation, you allow another party to use your account, you will be responsible for all use by the party using your account.

### 3. Linking and Third Party Dealings

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**3.2 Linking to the Site** – Subject to the further provisions of this Section 3.2, we welcome links to the Site from other web sites. If we demand that you not link to the Site, or any portion of the Site, you agree that you will not, directly or indirectly, link to the Site or such portion of the Site as directed in our demand, at any time after such demand is made.

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**6. Indemnification** – You hereby agree to indemnify and hold harmless KLR ASSOCIATES, LLC and its affiliates, officers, directors, employees, shareholders, information providers,

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**7. Limitation of Liability** – EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL KLR ASSOCIATES, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, THE LOSS, DELAY OR INABILITY TO USE THE SITE, THE LOSS OF ANY CONTENT OBTAINED THROUGH THE SITE, AND/OR THE INACCURACY OF ANY CONTENT, AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND EVEN IF KLR ASSOCIATES, LLC AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, KLR ASSOCIATES, LLC'S AND ITS SUPPLIERS AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO \$5.00. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

**8. Release** – In the event that you have a dispute with any person or entity arising from your use of the Site, you release KLR ASSOCIATES, LLC (and its officers, directors, agents, affiliates, suppliers and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement

with the debtor.” Whether or not you are a California resident, you waive and relinquish all rights and benefits under any legal principle with the similar affect of California Civil Code §1542 in any jurisdiction with respect to the release granted above in this Section 8.

**9. Modifications to the Site** – For the avoidance of doubt, we may modify, suspend, discontinue and/or restrict the use of all or any portion of the Site including, without limitation, the availability of any Content contained on the Site at any time for any reason (or for no reason) and without notice or liability.

**10. Privacy** – Information we collect on the Site from you is subject to our [Privacy Policy](#). You consent to the collection and use of such information as set forth in our [Privacy Policy](#).

**11. Governing Law and Jurisdiction** – The Site is hosted on servers located in the United States and is intended to be viewed by residents of the United States. These Terms of Use, and all matters arising out of or relating to the Site, shall be governed by the laws of the United States and the state of California, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Additionally, the Uniform Computer Information Transaction Act shall not apply to these Terms of Use or the Site. In the event you desire to initiate any suit against KLR ASSOCIATES, LLC arising out of or relating to the Site and/or these Terms of Use, you agree to bring such suit in the federal courts sitting in California, USA unless no federal subject matter jurisdiction exists, in which case you agree to bring such suit in the state courts sitting in Alameda County, California, USA. You further agree that we may initiate a suit against you arising out of or relating to the Site and/or these Terms of Use in such courts and you hereby waive all rights you may have or which may hereafter arise to contest jurisdiction or venue in such courts.

**12. Miscellaneous** – These Terms of Use and any other terms and conditions that may appear on the Site from time-to-time (including, without limitation, additional representations that we may ask you to make when submitting information to the Site) contain the full understanding with respect to your use and access of the Site and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Site. You may not transfer any rights or obligations you may have to your account or under these Terms of Use without our prior written consent. We may transfer our rights under these Terms of Use without your consent. If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the

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