

## TERMS OF USE

### PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE

Welcome to the **Sold by Susan Inc.** website (hereafter referred to as "Website"). By using this Website, you agree to be bound by these Terms of Use, as they presently exist or as they may be revised at any time without notice or obligation. If you do not agree with these Terms of Use, or any revisions to them, please discontinue your use of this Website.

### Use Limitations

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### Privacy

**Sold by Susan Inc.** is committed to respecting your privacy and as such, your usage of this Website is governed by their Privacy Policy.

### Exclusions and Limitations

It is our objective to provide you with accurate information that assists you in using this Website and the real estate and related services available through it. However, this Website is provided to you on an "AS IS, AS AVAILABLE" basis, and while we make all reasonable efforts to ensure that all material on this Website is correct, accuracy cannot be guaranteed and we do not assume any responsibility for the accuracy or completeness of any information contained on this Website nor do we guarantee this Website is virus-free. In addition:

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- B. WE ALSO DISCLAIM ALL LIABILITY ARISING FROM YOUR USE OF THIS WEBSITE OR ITS CONTENTS, INCLUDING BUT NOT LIMITED TO: INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, DAMAGES RESULTING FROM LOST DATA, UNAVAILABILITY OF SERVICES, INACCURATE OR INCOMPLETE DATA, OR OTHERWISE.
- C. WE ALSO DISCLAIM ALL LIABILITY ARISING FROM YOUR USE OF THIS WEBSITE OR ITS CONTENTS WHETHER ARISING IN WARRANTY, CONTRACT, TORT, OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### Your Commitments

You agree to use this Website in accordance with these Terms of Use and in compliance with all applicable laws. You also agree not to post or transmit any inappropriate, defamatory, offensive or illegal messages or content on this Website or anything that infringes upon the intellectual property rights of others. You also agree to indemnify, defend and hold **Sold by Susan Inc.**, and their officers,

directors, employees, affiliates, agents, licensors, and suppliers from and against any and all losses, costs and damages (including reasonable attorneys' fees) resulting from your use of this Website or its content.

### **Third Party Relationships**

This Website may include links to other websites that may or may not be affiliated with **Sold by Susan Inc.**, and they may have terms of use that differ from, or supplement the terms specified here. Since link sites are beyond our control, we are not responsible for their content or information collection practices, and we encourage you to review their terms of use and privacy policies as well.

These Terms of Use are provided for the benefit of **Sold by Susan Inc.**, their affiliates, and their respective officers, directors, employees, and agents. As such, each of these individuals or entities has the right to assert and enforce these Terms of Use on its or their own behalf.

### **Updates**

These Terms of Use are subject to periodic update. Please understand that it is your responsibility to review these Terms of Use frequently to remain informed about any changes to them. Your continued use of this Website will indicate your acceptance of any changes that we do make. The most current Terms of Use will always be available for your review at: <http://www.soldbysusan.com>.

### **General Terms**

These Terms of Use constitute the entire agreement between you and **Sold by Susan Inc.** governing your use of this Website, superseding any prior agreements. These Terms of Use and the relationship created by it are governed by the laws of the State of Washington, without regard to its conflict of law provisions. As such, you agree to submit to the personal and exclusive jurisdiction of the courts located within King County, Washington. Any failure to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of the right of provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms of Use will remain in full force and effect.

### **Claims of Copyright Infringement**

**Sold by Susan Inc.** respects the intellectual property rights of others and take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. §512(c)(3)) ("DMCA"), your written notice ("DMCA Notice") must contain substantially the following:

- a. Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- b. Identification of the material that you claim is infringing, including a description of where it is located so that our copyright agent can locate it;
- c. Your name, address, telephone number, and, if available, e-mail address, so that our copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law;

and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Our designated copyright agent to receive DMCA Notices is:

***Susan Sanders***

***Sold by Susan Inc.***

***1200 Westlake Ave N, Suite 406***

***Seattle, WA 98109***

***susan@soldbysusan.com***

If you do not comply with all of the requirements of Section 512(c)(3) of the DMCA, we are not obligated to honor your DMCA Notice. If your notice does comply the material that you claim is infringing will be removed from the Website.

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may submit a counter notification to our copyright agent. Under the DMCA, a valid counter notification must include substantially the following

- a. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- b. Your name, address, telephone number, and, if available, e-mail address, so that our copyright agent may contact you about your counter notification;
- c. A signed statement under penalty of perjury that you have a good faith belief that the material identified in your counter notification was removed or disabled as a result of mistake or misidentification; and
- d. A signed statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the Site may be found; and that you will accept service of process from the person (or agent of that person) who provided the Site with the DMCA Notice at issue.

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***1200 Westlake Ave N, Suite 406***

***Seattle, WA 98109***

***susan@soldbysusan.com***

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your counter notification.

Please be aware that if you knowingly and materially misrepresent that material or activity on the Site is infringing your copyright, material or activity or that such material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

*We are not required to actively monitor our Website for copyright violations but we will comply with all proper notices under the DMCA. It is our policy in appropriate circumstances to disable and/or terminate a repeat infringer's account or other similar ability to use the Site. Such circumstances could arise when we obtain actual knowledge of repeated instances of copyright infringement.*

This information should not be construed as legal advice. We recommend you seek independent legal counsel before filing a DMCA Notice or counter notification.