

# GMBwebsites.com Terms of Service

READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES DESCRIBED BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE THESE SERVICES. CLICKING ON THE BUTTON MARKED "I AGREE" INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS.

## 1. Right to Contract

a. You represent that you are of legal age and capacity to form a binding contract and are not a person barred from receiving information, services or products under the laws of the United States or other applicable jurisdiction.

## 2. Notice

- a. Notices by GMBwebsites.com to customers shall be given by means of electronic messages or by a general posting on the site.
- b. Notices by customers to GMBwebsites.com shall be given via email.
- c. All questions, complaints, or notices to GMBwebsites.com by means of electronic message must be sent using [gmbeflyers@gmbwebsites.com](mailto:gmbeflyers@gmbwebsites.com).

## 3. Access and Use of GMBwebsites.com's GMBGMBeflyers

- a. Access to the GMBeflyer creation area requires you to open an account, and you must complete the registration process by providing current, complete and accurate information as prompted by the applicable registration form. You then choose a password and user name.
- b. You agree to provide accurate and truthful information when creating your account and when creating any GMBeflyers.
- c. GMBwebsites.com grants you a non-exclusive, non-transferable, limited right to access and use the GMBeflyer creation application accessible once an account is created.
- d. You are entirely responsible for maintaining the confidentiality of your password and account. Your subscription, username and/or password may not be assigned or transferred to any other person or entity.
- e. You must promptly inform GMBwebsites.com of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of a username or password.
- f. Until GMBwebsites.com is notified by email or by telephone of any breach in security, you will remain fully liable for any unauthorized use of the web site.
- g. You may not use anyone else's account at any time.
- h. You agree that, upon becoming aware that your password or account is (or possibly is) being used without authorization, you agree to immediately change your password and notify GMBwebsites.com by emailing [gmbeflyers@gmbwebsites.com](mailto:gmbeflyers@gmbwebsites.com).
- i. You agree to pay the rate specified in the offer to you, and you agree that GMBwebsites.com has no liability for any delays, omissions, inaccuracies or failures relating to products or services not directly provided by GMBwebsites.com

## 4. Accuracy of Content at GMBwebsites.com

- a. GMBwebsites.com will use reasonable efforts to include only accurate and up to date information on this web site, such as pricing information, but it makes no warranties or representations about accuracy.
- b. Neither GMBwebsites.com nor any of its agents makes any warranties, express or implied, about results obtained from use of our GMBeflyer services.

## 5. GMBeflyers Policy

- a. Customer grants permission to GMBwebsites.com to distribute customer's GMBeflyers to the Customer-provided list or the MLS area provided by GMBwebsites that were selected during the GMBeflyer submission process. It is customer's responsibility to ensure Email Marketing is not against the policy of any Associations to which they may belong.
- b. Customer agrees to take full responsibility for content, including spelling and accuracy of information. Customers are required to approve each GMBeflyer. By replying with "approved" to the emailed Flyer-for-Approval message, customer certifies the full content of the GMBeflyer. Certification of the content by Customer precludes refunds or credits due to content mistakes.
- c. Customer agrees that Customer is fully authorized to use any image uploaded to our server and/or used in the GMBeflyer. Images created by any other person are not authorized unless licensed. It is the customer's sole responsibility to ensure they have proper authorization to use images in their GMBeflyers.
- d. MLS, Map, and Virtual Tour hyperlinks must be used in accordance with their label. Hyperlinks to unrelated web pages are not permitted and may be removed without notice by GMBwebsites.com prior to distribution.
- e. GMBwebsites.com allows for customers to send copies of GMBeflyers to peers or clients on a limited basis. A maximum of 25 copies of an GMBeflyer may be distributed in this manner. Additional copies may incur an additional fee of \$1.00 per GMBeflyer sent.
- f. GMBeflyers must be scheduled for delivery within 1 month of purchase. Previously submitted GMBeflyers will be stored and accessible for up to 6 months. After 6 months GMBeflyers are considered "expired" and will be purged from GMBwebsites electronic storage system. Refunds will not be given for expired GMBeflyers.
- g. GMBwebsites.com website and associated services may only be used for lawful purposes.
- h. Customer agrees, at its sole expense, to defend GMBwebsites.com against and to hold GMBwebsites.com harmless from any claims or suits by any party, arising from services provided to customer by GMBwebsites.com.

#### **6. GMBeflyer Content Ownership**

- a. Real-estate Flyers: You agree that you will only submit content for GMBeflyers that contains your own name, your own property or properties and your own image or images. Before submitting any content for GMBeflyers with more than one person's name, property or image, you must seek and receive specific written permission from that other person and present proof of the written permission to GMBwebsites.com.
- b. Non real-estate flyers: You agree that you will only submit content and images supported by your organization. Before submitting any content for GMBeflyers with more than one person's name, or personal information, or images, you must seek and receive specific written permission from that other person and present proof of the written permission to GMBwebsites.com.

#### **7. Email Lists and Marketing Areas**

- a. As GMBwebsites.com does not have any affiliations with any Realtor® Association, we do not guarantee that all members of a particular Realtor® Association are included in our Marketing Areas lists.
- b. Refunds are not given when specific individual(s) do not receive GMBwebsites.com GMBeflyers.
- c. GMBwebsites.com is not responsible for inconsistencies due to blocks, filters, or other software that may limit email delivery.

#### **8. GMBeflyer Deliverability**

- a. Due to the nature of email marketing, GMBwebsites.com cannot guarantee 100% email deliverability 100% of the time.

- b. On occasion, service providers implement updates that may permanently or temporarily prevent GMBeflyers from reaching their ultimate destination. In the event that one or more GMBeflyers is not delivered due to Service Provider updates, GMBwebsites.com will either the credit Customer pro-rata, or will attempt delivery again at the option of GMBwebsites.com.

#### **9. GMBwebsites.com Affiliations**

- a. GMBwebsites.com is not affiliated with any National, State, or Local Association of REALTORS®, or any Multiple Listing Service.

#### **10. Confidentiality of Member Information**

- a. You agree that your communication or material transmitted to GMBwebsites.com via this web site or Internet email is not confidential and may be read by others.
- b. Communication or material sent to GMBwebsites.com may be used in any manner it sees fit, whether posting, publication, reproduction, broadcast or submission to proper legal authorities.

#### **11. Payment Policy**

- a. Payment for goods, services and/or materials provided to you at or through this web site may be made by credit card and you hereby authorize GMBwebsites.com and its agents to transact such payments on your behalf.
- b. You further authorize GMBwebsites.com to charge your credit card (or other approved method) for any and all purchases of GMBeflyers.
- c. You agree not to report as lost or stolen any credit card which you have used in conjunction with payment to GMBwebsites.com for any goods or services for which you do not have good reason to believe is, in fact, lost or stolen.
- d. You agree not to report a charge made by GMBwebsites.com to your credit card as unauthorized for any goods or services for which you do not have good reason to believe is, in fact, unauthorized.
- e. You agree that you will not seek and that GMBwebsites.com need not provide any refund of payments made pursuant to this agreement except as specified.
- f. You hereby agree that any such fraudulent reporting of a lost or stolen credit card used to obtain goods or services from this web site results in your liability to GMBwebsites.com for liquidated damages of Twenty Five Thousand Dollars (\$25,000.00). The liability for liquidated damages specified in this Paragraph shall not limit any other liability you may have for breach of any other terms, conditions, promises and warranties set forth in this Agreement.
- g. You hereby agree that any such fraudulent reporting of an unauthorized charge to GMBwebsites.com on your credit card which has been made by you or anyone under your authority, at a time when a charge or other obligation for payment for goods and/or services to GMBwebsites.com remains outstanding at the time of such fraudulent reporting, results in your liability to GMBwebsites.com for liquidated damages of Twenty Five Thousand Dollars (\$25,000.00). The liability for liquidated damages specified in this Paragraph shall not limit any other liability you may have for breach of any other terms, conditions, promises and warranties set forth in this Agreement.

#### **12. Assignability and Transferability**

- a. Your account username and/or password may not be assigned or transferred to any other person or entity.
- b. You must promptly inform GMBwebsites.com of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of a username or password.
- c. Until GMBwebsites.com is notified by e-mail or by telephone of any breach in security, you will remain fully liable for any unauthorized use of the web site.

### **13. Account Information Property Rights**

- a. By submitting information to create a GMBwebsites.com account you represent and warrant that the submitted account information is accurate; you own or have permission to use what you submit; and that use of the submission will not cause injury to any person or entity.
- b. You agree to indemnify and hold harmless GMBwebsites.com and all its agents for any liability arising from your submitted account information.

### **14. GMBwebsites.com Liability for Third-Party Actions**

- a. Neither GMBwebsites.com nor any of its online service providers shall have any liability for the actions or inactions of third parties, partners or users of the site.
- b. GMBwebsites.com shall not be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.

### **15. Cooperation with Law Enforcement**

- a. When requested, GMBwebsites.com will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

### **16. Account Termination**

- a. You agree that GMBwebsites.com may, under certain circumstances and without prior notice, immediately terminate your GMBwebsites.com GMBeflyer account, any associated email address, and access to the web site. Cause for such termination shall include, but not be limited to:
  - i. breaches or violations of this agreement,
  - ii. requests by law enforcement or other government agencies,
  - iii. a request by you,
  - iv. discontinuance or material modification to the web site (or any part thereof),
  - v. unexpected technical or security issues or problems,
  - vi. inappropriate content uploaded from your account, and
  - vii. extended periods of inactivity.
- b. Termination of your GMBwebsites.com account includes:
  - i. removal of access to any and all create GMBeflyers within the web site,
  - ii. deletion of your password and account information associated with or inside your account (or any part thereof), and/or
  - iii. barring further use of the web site.
- c. Further, you agree that all terminations for cause shall be made at GMBwebsites.com's sole discretion and that GMBwebsites.com shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the web site.

### **17. Warranty**

- a. THIS SERVICE IS PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT.
- b. You agree that access and use of GMBwebsites.com and the content thereof is at your own risk and that you will be solely responsible for information transmitted by you, whether by email or this web site.
- c. Neither GMBwebsites.com nor any other party involved in providing this web site to the Internet community shall be liable for any direct, incidental, consequential, indirect or punitive damages or damages of any kind arising out of anyone's access, use or inability to use GMBwebsites.com, or any errors or omissions in the content found therein. In states that do not allow

the exclusion or limitation of incidental or consequential damages, GMBwebsites.com's total liability to any one user for all damages, losses, or causes of action shall not exceed One Hundred Dollars (\$100.00.).

- d. You agree to indemnify and hold harmless GMBwebsites.com, its owners and agents from and against any and all liability and costs incurred in connection with any claim arising out of any breach by you, including, without limitation, attorneys' fees and costs.

**18. Waiver; Severability**

- a. The failure of GMBwebsites.com to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.
- b. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this agreement remain in full force and effect.

**19. Entire Agreement**

- a. Use of the information, services and products offered in the GMBwebsites.com web site is expressly conditioned upon acceptance of this agreement. This agreement represents the entire agreement between you and GMBwebsites.com and supersedes any and all other communications, prior, contemporaneous or subsequent, and any course of performance or course of dealing, except as modified by revision of this page or in writing signed by an authorized agent of GMBwebsites.com.