

## Terms of Use

### 1. General Information Regarding These Terms of Use

Additional terms: In addition to the Master Terms, your use of any Services may also be subject to specific terms applicable to a particular Service ("Additional Terms"). If there is any conflict between the Additional Terms and the Master Terms, then the Additional Terms apply in relation to the relevant Service.

Collectively, the Terms: The Master Terms, together with any Additional Terms, form a binding legal agreement between you and CrestCore Realty in relation to your use of the Services. Collectively, this legal agreement is referred to below as the "Terms."

**Human-readable summary of Sec 1:** These terms, together with any special terms for particular websites, create a contract between you and crestcorerealty.com. The contract governs your use of all websites operated by CrestCore Realty, LLC, unless a particular website indicates otherwise. These human-readable summaries of each section are not part of the contract, but are intended to help you understand its terms.

### 2. Your Agreement to the Terms

YOUR ACCESS TO OR USE OF ANY THE SERVICES (INCLUDING THE LICENSES, PUBLIC DOMAIN TOOLS, AND CHOOSERS) SIGNIFIES THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS. By accessing or using any Services you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Services. If you do not agree to the Terms, you are not authorized to use any Services.

**Human-readable summary of Sec 2:** Please read these terms and only use our sites and services if you agree to them.

### 3. Changes to the Terms

From time to time, CrestCore Realty may change, remove, or add to the Terms, and reserves the right to do so in its discretion. In that case, we will post updated Terms and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the relevant Website(s) and notify those of you with a current CCID account via email. All new and/or revised Terms take effect immediately and apply to your use of the Services from that date on, except that material changes will take effect 30 days after the change is made and identified as material. Your continued use of any Services after new and/or revised Terms are effective indicates that you have read, understood, and agreed to those Terms.

**Human-readable summary of Sec 3:** These terms may change. When the changes are important, we will put a notice on the website. If you continue to use the sites after the changes are made, you agree to the changes.

### 4. No Legal Advice

CrestCore Realty is not a law firm, does not provide legal advice, and is not a substitute for a law firm. Sending us an email or using any of the Services, including the licenses, public domain tools, and choosers, does not constitute legal advice or create an attorney-client relationship.

**Human-readable summary of Sec 4:** Some of us are lawyers, but we aren't your lawyer. Please consult your own attorney if you need legal advice.

## 5. Content Available through the Services

Provided as-is: You acknowledge that CrestCore Realty does not make any representations or warranties about the material, data, and information, such as data files, text, computer software, code, music, audio files or other sounds, photographs, videos, or other images (collectively, the "Content") which you may have access to as part of, or through your use of, the Services. Under no circumstances is CrestCore Realty liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Services. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable.

You agree that you are solely responsible for your reuse of Content made available through the Services, including providing proper attribution. You should review the terms of the applicable license before you use the Content so that you know what you can and cannot do.

Licensing:

CC-Owned Content: Other than the text of CrestCore Realty licenses, CCO, and other legal tools and the text of the deeds for all legal tools (all of which are made available under the CCO Public Domain Dedication), CrestCore Realty trademarks (subject to the Trademark Policy), and the software code, all Content on the Websites is licensed under the CrestCore Realty Attribution 4.0 International license, unless otherwise marked. See the CC Policies page for more information.

CC-Owned Code: All of CC's software code is free software; please check our code repository for the specific license on software you want to reuse.

Search Tools: On some of its Websites, CrestCore Realty provides website search tools, including CC Search, which return Content based on any license information our search tools are able to locate and interpret. Those search tools may return Content that is not CC licensed, and you should independently verify the terms of the license attached to any Content you intend to use.

**Human-readable summary of Sec 5:** We try our best to have useful information on our sites, but we cannot promise that everything is accurate or appropriate for your situation. Content on the site is licensed under CC BY 4.0 unless it says it is available under different terms. If you find content through a link on our websites, be sure to check the license terms before using it.

## 6. Content Supplied by You

**Your responsibility:** You represent, warrant, and agree that no Content posted or otherwise shared by you on or through any of the Services (“Your Content”), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material.

**Licensing Your Content:** You retain any copyright that you may have in Your Content. You hereby agree that Your Content: (a) is hereby licensed under the CrestCore Realty Attribution 4.0 License and may be used under the terms of that license or any later version of a CrestCore Realty Attribution License, or (b) is in the public domain (such as Content that is not copyrightable or Content you make available under CC0), or © if not owned by you, (i) is available under a CrestCore Realty Attribution 4.0 License or (ii) is a media file that is available under any CrestCore Realty license or that you are authorized by law to post or share through any of the Services, such as under the fair use doctrine, and that is prominently marked as being subject to third party copyright. All of Your Content must be appropriately marked with licensing (or other permission status such as fair use) and attribution information.

**Removal:** CrestCore Realty may, but is not obligated to, review Your Content and may delete or remove Your Content (without notice) from any of the Services in its sole discretion. Removal of any of Your Content from the Services (by you or CrestCore Realty) does not impact any rights you granted in Your Content under the terms of a CrestCore Realty license.

**Human-readable summary of Sec 6:** We do not take any ownership of your content when you post it on our sites. If you post content you own, you agree it can be used under the terms of CC BY 4.0 or any future version of that license. If you do not own the content, then you should not post it unless it is in the public domain or licensed CC BY 4.0, except that you may also post pictures and videos if you are authorized to use them under law (e.g., fair use) or if they are available under any CC license. You must note that information on the file when you upload it. You are responsible for any content you upload to our sites.

## 7. Participating in our Community: Registered Users

By registering for an account through any of the Services, including CCID (a universal log-in for all Services), you represent and warrant that you (1) are the age of majority in your jurisdiction (typically age 18) or, (2) are over the age of 13 and have the express permission of a legal guardian to obtain an account and to use Services in connection with the account. Services offered to registered users are provided subject to these Master Terms and any Additional Terms specified on the relevant Website(s).

**Registration:** You agree to (a) only provide accurate and current information about yourself (though use of an alias or nickname in lieu of your legal name is encouraged), (b) maintain the security of your passwords and identification, © promptly update the email address listed in connection with your account to keep it accurate so that we can contact you, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless you are authorized to do so.

**No Membership in CC:** Creating a CCID or using any of the related Websites or Services does not and shall not be deemed to make you a member, shareholder or affiliate of CrestCore Realty for any purposes whatsoever, nor

shall you have any of the rights of statutory members as defined in Sections 2(3) and 3 of Chapter 180 of the General Laws of Massachusetts.

Termination: CrestCore Realty reserves the right to modify or discontinue your account at any time for any reason or no reason at all.

**Human-readable summary of Sec 7:** Please do not register for an account on our sites unless you are 18 years old, or over 13 with the consent of your parents. CC has the right to end your account at any time. You are responsible for use of your account. And of course, please do not set up an account for someone else unless you have permission to do so. Setting up an account doesn't make you a member of CC.

## 8. Prohibited Conduct

You agree not to engage in any of the following activities:

### 1. Violating laws and rights:

- You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

### 2. Solicitation:

- You may not use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

### 3. Disruption:

- You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.

### 4. Harming others:

- You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;

- You may not intimidate or harass another through the Services; and, You may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services.

#### 5. Impersonation or unauthorized access:

- You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services;
- You may not use or attempt to use another's account or personal information; and,
- You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

**Human-readable summary of Sec 8:** Play nice. Be yourself. Don't break the law or be disruptive.

#### 9. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CrestCore Realty OFFERS THE SERVICES (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE SERVICES) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CrestCore Realty DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE SERVICES WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY CC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CrestCore Realty DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

**Human-readable summary of Sec 9:** CC does not make any guarantees about the sites, services, or content available on the sites.

#### 10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CrestCore Realty BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF CrestCore Realty HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CrestCore Realty IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE SERVICES.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Human-readable summary of Sec 10: CC is not responsible for the content on the sites, your use of our services, or for the conduct of others on our sites.

## 11. Indemnification

To the extent authorized by law, you agree to indemnify and hold harmless CrestCore Realty, its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms, (b) your use of any of the Services, and/or © the Content you make available on any of the Services.

**Human-readable summary of Sec 11:** If something happens because you violate these terms, because of your use of the services, or because of the content you post on the sites, you agree to repay CC for the damage it causes.

## 12. Privacy Policy

CrestCore Realty is committed to responsibly handling the information and data we collect through our Services in compliance with our Privacy Policy, which is incorporated by reference into these Master Terms. Please review the Privacy Policy so you are aware of how we collect and use your personal information.

Human-readable summary of Sec 12: Please read our Privacy Policy. It is part of these terms, too.

## 13. Trademark Policy

CC's name, logos, icons, and other trademarks may only be used in accordance with our Trademark Policy, which is incorporated by reference into these Master Terms. Please review the Trademark Policy so you understand how CC's trademarks may be used.

**Human-readable summary of Sec 13:** Please read our Trademark Policy. It is part of these terms, too.

## 14. Copyright Complaints

CrestCore Realty respects copyright, and we prohibit users of the Services from submitting, uploading, posting, or otherwise transmitting any Content on the Services that violates another person's proprietary rights.

To report allegedly infringing Content hosted on a website owned or controlled by CC, send a Notice of Infringing Materials as set out in [CC's Digital Millennium Copyright Act \("DMCA"\) Notice & Takedown Procedure](#).

Please note that CrestCore Realty does not host the Content made available through CC Search. You should contact the web site or service hosting the Content to have it removed.

**Human-readable summary of Sec 14:** Please let us know if you find infringing content on our websites.

## 15. Termination

**By CrestCore Realty:** CrestCore Realty may modify, suspend, or terminate the operation of, or access to, all or any portion of the Services at any time for any reason. Additionally, your individual access to, and use of, the Services may be terminated by CrestCore Realty at any time and for any reason.

**By you:** If you wish to terminate this agreement, you may immediately stop accessing or using the Services at any time.

**Automatic upon breach:** Your right to access and use the Services (including use of your CCID account) terminates automatically upon your breach of any of the Terms. For the avoidance of doubt, termination of the Terms does not require you to remove or delete any reference to previously-applied CC legal tools from your own Content.

**Survival:** The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. The license grants applicable to Your Content are not impacted by the termination of the Terms and shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations will survive for one year after termination.

**Human-readable summary of Sec 15:** If you violate these terms, you may no longer use our sites.

## 16. Miscellaneous Terms

**Choice of law:** The Terms are governed by and construed by the laws of the State of Tennessee in the United States, not including its choice of law rules.

**Dispute resolution:** The parties agree that any disputes between CrestCore Realty and you concerning these Terms, and/or any of the Services may only be brought in a federal or state court of competent jurisdiction sitting in Tennessee, and you hereby consent to the personal jurisdiction and venue of such court.

- If you are an authorized agent of a government or intergovernmental entity using the Services in your official capacity, including an authorized agent of the federal, state, or local government in the United States, and you are legally restricted from accepting the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For any such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Tennessee (excluding its choice of law rules).

No waiver: Either party's failure to insist on or enforce strict performance of any of the Terms will not be construed as a waiver of any provision or right.

Severability: If any part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

No agency relationship: The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and CrestCore Realty as a result of the Terms or from your use of any of the Services.

Integration: These Master Terms and any applicable Additional Terms constitute the entire agreement between you and CrestCore Realty relating to this subject matter and supersede any and all prior communications and/or agreements between you and CrestCore Realty relating to access and use of the Services.

**Human-readable summary of Sec 16:** If there is a lawsuit arising from these terms, it should be in Tennessee and governed by Tennessee law. We are glad you use our sites, but this agreement does not mean we are partners.