

Acceptance of Terms of Use

YOUR RIGHTS, OBLIGATIONS AND PRIVILEGES

This page contains our full User Agreement. You may wish to print this page for reference. This Agreement sets forth the terms and conditions for you to access The Great House LLC. www.michaellattiboudeaire.realtor Website. Your use of this website constitutes your agreement to these Terms of Use ("Terms"). You do not have to register with the website to view benefits available through this website but only registered users of the Fee Based Service can access the features and services that The Great House LLC. www.michaellattiboudeaire.realtor currently offers. By becoming a registered user you agree to provide (I) true, accurate, current and complete information about yourself as prompted by the registration form, and (ii) maintain and properly update your account information to keep it true, accurate, current and complete. If you provide information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that you have, or you violate these Terms, as determined in our sole discretion, we have the right to suspend or terminate your Registration and refuse any and all current or future use of the website and the Service (or any portion thereof).

FEE-BASED SERVICE CHARGES:

Certain features of this website are available only through the purchase of a site subscription ("Fee-Based Services"). If you choose to use the Fee-Based Service, you agree to pay, using a valid credit card, the monthly or annual subscription charges set forth on the website and other charges incurred on your account in order to access the Fee- Based Services.

If your registration offered a free trial period, after the trial period, and every month thereafter until you cancel, the membership fee will be automatically billed to the credit card your provided and authorized at time of registration. The renewal charge will be the then current published rate for the term of your subscription. In the event, The Great House LLC. www.michaellattiboudeaire.realtor cannot charge your account; we reserve the right, in our sole discretion, to continue trying to bill your account or to terminate your access to the Fee-Based Services.

You may be subject to a pre-authorization at the time you order your Online Membership. **THE PRE-AUTHORIZATION IS NOT A CHARGE TO YOUR CREDIT CARD; HOWEVER THE THEN APPLICABLE MONTHLY SUBSCRIPTION CHARGE MAY BE RESERVED AGAINST YOUR AVAILABLE CREDIT CARD LIMIT. FOR FURTHER DETAILS, CONTACT YOUR CREDIT CARD ISSUER.**

PRICING INFORMATION:

The Great House LLC www.michaellattiboudeaire.realtor offers several membership types including Trial Memberships, a Standard Membership and an Annual Membership. Each membership type and the respective cancellation policies are explained below:

- 7 day Trial Membership: You will have full access to the service for 7 days for a nominal trial fee. If you do not cancel the service during the trial period, you will be billed \$19.95 exactly 7 days, on the hour, from the date and time you originally registered. **YOUR ACCOUNT WILL THEREAFTER CONTINUE TO BE BILLED ON A MONTHLY BASIS UNTIL CANCELLED.**
- Standard Membership: You will be billed \$19.95, immediately upon registration. There is NO trial with the Standard Membership. **YOUR ACCOUNT WILL CONTINUE TO BE BILLED ON A MONTHLY BASIS UNTIL CANCELLED.**

- Annual Membership: You will be billed \$149.00 immediately upon registration. You do not need to cancel your annual subscription, as you will only be billed one time. To continue your membership after the initial one-year term, you will need to re-register for a new account.

At its sole discretion, The Great House LLC dba www.michaellattiboudeaire.realtor may offer different subscription terms on its site and the membership fees for such subscriptions may vary from time to time. Content on the site, as well as various services, whether offered by The Great House LLC; www.michaellattiboudeaire.realtor, third-party Service Providers or others, may require additional fees.

GENERAL:

These Terms constitute the entire understanding and agreement between you and The Great House LLC, www.michaellattiboudeaire.realtor with respect to the site and, if applicable, the Fee-Based Services and supersede all prior agreement between you and The Great House LLC www.michaellattiboudeaire.realtor. Failure by The Great House LLC www.michaellattiboudeaire.realtor to enforce any provision of these Terms shall not be construed as a waiver of any provision or right. In the event that any portions of these Terms are held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

If you do not wish to be bound by these Terms, you should not visit or use the website. The Great House LLC www.michaellattiboudeaire.realtor reserves the right to change these Terms from time to time at its sole discretion, without prior notice.

PROMOTIONAL OFFERS:

From time to time in The Great House LLC dba www.michaellattiboudeaire.realtor's sole discretion, The Great House LLC; may offer a reduced membership fee, varying trial membership durations (if any) or different terms altogether, for a specified promotional period, to first-time or other selected customers. Terms of the promotional offer, including the promotional price and duration of the promotional price, may vary from time to time. Specific details of your offer not covered in these Terms will be explained on the web page where you indicate your acceptance of the promotional offer.

CANCELLATION POLICY:

You understand that to cancel your subscription, you can login to the website at any time and proceed to the "My Account" page. Once on the "My Account" page, scroll down to the "Membership Status" section and click on the "Cancel" link, adjacent to "Status". Follow instructions to complete your cancellation and receive a cancellation confirmation number. We suggest you make a record of your cancellation confirmation number for future reference. If you do not receive a cancellation confirmation number, then your account was not canceled. You may also cancel by email or telephone by calling **866-638-7844**. All service fees are non-refundable.

USER EMAIL OR TESTIMONIALS:

If you are a customer and send an email to this website, or if you communicate with the website by phone or mail, we collect information about your communication and by communicating with the website you give your permission to collect, archive, retrieve, and otherwise use any information collected as we see fit. Any communication which, in our sole discretion, the site we deem to be a testimonial, may be publicized for commercial purposes.

NO-COMMERCIAL USE:

You agree to use the website and Fee-Based Services only in a noncommercial manner. The Great House LLC; www.michaellattiboudeaire.realtor services are intended for individual or private use only. Any other use is strictly prohibited.

COPYRIGHT AND TRADEMARKS:

All materials on the website, including without limitation text, images, software, databases, and Fee-Based Services (collectively, the "Content") are owned or controlled by The Great House LLC; www.michaellattiboudeaire.realtor, its content suppliers and/or other content providers and is protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.

Except as otherwise permitted on the website, you may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit the website or any portion thereof for any public or commercial use without the prior written permission of The Great House LLC; www.michaellattiboudeaire.realtor. You agree not to use any trademarks, service marks, names, logos, or other identifiers of The Great House LLC. www.michaellattiboudeaire.realtor, licensors, independent contractors, providers and affiliates (collectively, "Affiliates") without the prior written permission of The Great House LLC; www.michaellattiboudeaire.realtor or the relevant Affiliate.

INFORMATION PROVIDED:

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed, made available, or otherwise distributed through the website is at your sole risk. The information on at this website is provided solely for informational purposes and does not constitute an offer to sell, rent, or advertise real estate. There are no warranties or representations concerning any of these properties including their availability. Information at on this website and is deemed reliable but not guaranteed and should be independently verified. Neither The Great House LLC; www.michaellattiboudeaire.realtor nor its Affiliates shall have any liability arising from your purchases of third party goods, nor services or real property based upon the information provided on the website. The Great House LLC; www.michaellattiboudeaire.realtor reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the website, or to deny access to the website to anyone at any time.

LINKS TO OTHER SITES:

The www.michaellattiboudeaire.realtor website may contain links to other websites on the Internet, which may be maintained by third parties. Such links do not constitute an endorsement by or association with The Great House LLC; www.michaellattiboudeaire.realtor or its Affiliates of any third-party website or any materials contained therein. The Great House LLC; www.michaellattiboudeaire.realtor and its Affiliates do not control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party websites. You therefore are solely responsible for your visiting and relying on information provided on these third-party websites.

AGE RESTRICTIONS:

You represent and warrant to The Great House LLC; www.michaellattiboudeaire.realtor that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the website (and Fee Based Service, if applicable) in accordance with this Agreement.

FINANCIAL RESPONSIBILITY:

You agree not to assign, transfer or sublicense your rights as a subscriber to the Fee-Based Services. You agree to be financially responsible for all usage or activity on your Fee-Based Services account, including, without limitation, authorizing any other person or entity to utilize your account.

INDEMNIFICATION:

You hereby agree to indemnify, defend and hold harmless The Great House LLC; www.michaellattiboudeaire.realtor, and its Affiliates and each of their respective officers, directors and employees (“Indemnified Parties”), from and against any and all liability, loss, damage, expense and costs (including attorneys’ fees) incurred by or imposed on any of them The Great House LLC; www.michaellattiboudeaire.realtor or the Affiliates in connection with any claim arising out of or in any way relating to any breach or alleged breach of any of your use of the website or the Fee-Based Service or your violation of these Terms, applicable law or the rights of any third party obligations set forth herein. You shall cooperate as fully as reasonably required in the defense of any claim. The Great House LLC; www.michaellattiboudeaire.realtor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of The Great House LLC; www.michaellattiboudeaire.realtor. In connection with the foregoing release, you hereby waive New Jersey Civil Code Section 59:10-1 (and any similar provision in any other jurisdiction) which states: “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.”

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE WEBSITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, FEE-BASED SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor AND THE AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE SITE UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE BY THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor. THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR THE FEE-BASED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR FEE-BASED SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING FORUMS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY

USE OF THE SITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE. UNDER NO CIRCUMSTANCES SHALL THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor OR THE AFFILIATES, OR ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor OR THE AFFILIATES, BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE,

THE SITE OR FEE-BASED SERVICES, EVEN IF THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor, THE AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor AND THE AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE FEE-BASED SERVICES. YOU HEREBY RELEASE THE GREAT HOUSE LLC; www.michaellattiboudeaire.realtor AND THE AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

EQUAL HOUSING OPPORTUNITY

Property owners and managers are subject to the Fair Housing Act, which prohibits "any preference, limitation, or discrimination in the sale, rental, financing of dwellings because of race, color, religion, sex, handicap, familial status or national origin." The Great House LLC; www.michaellattiboudeaire.realtor supports Equal Housing Opportunity and we encourage users of our website to follow appropriate guidelines to comply with both the Federal Housing Act, as well as any applicable state and local regulations.

PROPERTY OWNER'S OR MANAGER'S RESPONSIBILITIES

As a property owner or manager you have a responsibility and a requirement under the law not to discriminate in the sale or lease of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct your agent to convey on your behalf any limitations in the sale or lease because your agent is bound by law not to discriminate. Agents in a sale or lease transaction are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. They are prohibited from complying with a request from the property owner or manager to act in a discriminatory manner in the sale or lease. Moreover, a property owner or manager cannot establish discriminatory terms or conditions in the purchase or lease, deny that housing is available, or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

HOME BUYER'S OR RENTER'S RIGHTS

As someone seeking to buy or lease a home, apartment or condo, you have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin. This includes the right to expect equal professional service, the opportunity to consider a broad range of housing choices, no discriminatory limitations on communities or locations of housing, no discrimination in the pricing or financing of housing, reasonable accommodations in rules, practices and procedures for persons with disabilities, and to be free from harassment or intimidation for exercising your fair housing rights.

MODIFICATIONS:

(a) To these Terms.

The Great House LLC; www.michaellattiboudeaire.realtor has the right to modify this Agreement and any policies affecting the website in its sole discretion. Any modification is effective immediately upon posting to the website or distribution via electronic mail or conventional mail. Your continued use of the website following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of The Great House LLC; www.michaellattiboudeaire.realtor in providing the website, including without limitation (I) any change

in the Content, or (ii) any change in the amount or type of fees associated with the Fee-Based Services, is to cancel your subscription.

(b) To the website:

The Great House LLC; www.michaellattiboudeaire.realtor has the right to modify, suspend or discontinue the website or any portion thereof at any time and in its sole discretion, including the availability of any area of the website, including without limitation the Fee-Based Services. The Great House LLC; www.michaellattiboudeaire.realtor may also impose limits on certain features and services or restrict your access to parts or all of The Great House LLC; www.michaellattiboudeaire.realtor website without notice or liability.

YOUR RIGHTS:

The Great House LLC; www.michaellattiboudeaire.realtor grants you a non-exclusive, non-transferable, limited right to access, use this Web site and the materials provided hereon, provided that you comply fully with these Terms. The contents of the website are only for your personal, noncommercial use. You agree not to interrupt, or attempt to interrupt, the operation of the website in any way.

GOVERNING LAW:

These Terms are governed by, and will be interpreted in accordance with, the laws of the State of New Jersey, without regard to any choice of law provisions.

MANDATORY ARBITRATION/CLASS ACTION WAIVER:

You agree that, with the exception of injunctive relief sought by The Great House LLC; www.michaellattiboudeaire.realtor for any violation of The Great House LLC; www.michaellattiboudeaire.realtor's proprietary or other rights, any and all disputes relating to these Terms, Privacy Policy, or your use of the website or the Fee-Based Service shall be resolved by binding individual arbitration in accordance with the then-current rules of the American Arbitration Association (the "AAA") before an independent arbitrator designated by the AAA. This arbitration obligation applies regardless of whether the claim or dispute involves a tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. The location of arbitration shall be Essex County, New Jersey, USA.

All arbitrations under these Terms shall be conducted on an individual (and not a class-wide) basis and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing arbitration proceedings as a representative of others or joining in any arbitration proceedings brought by any other person. You also acknowledge and agree that you are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, and/or to participate as a member of a class of claimants in any lawsuit filed against us and/or related third parties.

Subscribing to The Great House LLC; www.michaellattiboudeaire.realtor indicates your agreement to the terms and conditions set forth above.