

BY USING ANY WEBSITE, MOBILE APP OR SERVICE OF Fast Home Sales Tampa. (“Fast Home Sales Tampa”) YOU AGREE TO ABIDE BY THESE TERMS OF USE BETWEEN YOU AND Fast Home Sales Tampa, WHICH INCLUDE THE REFERENCED PRIVACY POLICY (“AGREEMENT”). IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE ANY Fast Home Sales Tampa WEBSITE OR TO OBTAIN ANY SERVICES FROM Fast Home Sales Tampa.

The Fast Home Sales Tampa websites and mobile apps (collectively, “Websites”; and individually, “Website”). Fast Home Sales Tampa provides numerous services, including as referenced on the Websites (“Services”).

Fast Home Sales Tampa reserves the right, at its discretion, to revise the terms of this Agreement and/or change, suspend, discontinue or modify any aspect of any Website. Such modifications may include, without limitation, changes in content, in user priorities, and discontinuance of functional aspects of any Website. Your continued use of any Website after the posting of revisions to the Terms Of Use shall constitute your acceptance to be bound by the express terms of any such revisions.

## **1. CERTIFICATION OF USER.**

By using or attempting to use this Website, you certify to Fast Home Sales Tampa that you are a resident of the United States or otherwise authorized to conduct business in the United States, are at least 18 years of age or older and have the legal capacity to enter into this Agreement.

## **2. CONTENT AND REGISTRATION.**

2.1. The Website content shall mean all areas and aspects of the Website and Services including, without limitation, text, data, photos, graphics and/or video or any information whatsoever obtained through the Website (collectively referred to herein as “Information”), Fast Home Sales Tampa’ computers or network and any subscription or software, product, service, or information provided by Fast Home Sales Tampa.

2.2 Vendor Content – Fast Home Sales Tampa has entered into contractual relationships with certain vendors, sponsors, and advertisers of products or services (“Vendors”), pursuant to which Fast Home Sales Tampa may link to or display information, advertisements, discounts, products, goods, or services offered by the Vendors (“Vendor Content”). Fast Home Sales Tampa does not guarantee the availability or accuracy of any such Vendor Content or offers, nor does it endorse, guarantee nor insure any Vendor products or services.

2.3 Fast Home Sales Tampa shall not be held liable, directly or indirectly, for any loss or damage caused by your use of: (a) any external site linked to the Service, (b) Vendor Information, or (c) Vendor products or services. Statements made on the Service Area

concerning the products or services of Fast Home Sales Tampa do not constitute an offer, but are merely solicitations of an offer.

2.4 Registration – You may browse and view certain content on the Website without registering, but as a condition to using certain other aspects of the Website or accessing certain services, you may be required to register and select a user identification and password. You agree to maintain the confidentiality of such registration information, be the sole user of such registration and use your registration solely to access the Website and to obtain Services. Fast Home Sales Tampa reserves the right to monitor your use of the registration and to discontinue you it at any time in Fast Home Sales Tampa sole discretion. If you believe that your registration has been compromised, you must promptly change your registration information and notify us immediately.

### **3. LIMITATIONS ON USE AND USER SUBMISSIONS.**

3.1. Copyright, Patent and Trademark Notice. All content of the Website provided by Fast Home Sales Tampa, including, but not limited to, all text, photos, graphics, audio, software, webpage layouts or configurations, presentations in any format and/or video is copyrighted by Fast Home Sales Tampa., or its affiliates or subsidiaries. Copyright © 2024 Fast Home Sales Tampa. All rights reserved.

No portion of the Content or other materials may be directly or indirectly copied, published, reproduced, modified, performed, displayed, sold, transmitted, published, broadcast, rewritten for broadcast or publication or redistributed in any medium, whether now known or hereafter created. The foregoing prohibition includes, but is not limited to “screen scraping” or “database scraping” to obtain lists of users or other Information. Nor may any portion of the Information or other materials be stored in a computer or distributed over any network, except that you may download or print one copy of pages strictly for personal and non-commercial use; however, any print out of any page of the Website or portion thereof, must include Fast Home Sales Tampa’ copyright notice. Fast Home Sales Tampa, and its associated logos, page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, registered trademarks, and/or trade dress of Fast Home Sales Tampa. All other content product names and company logos are trademarks of their respective owners. Neither these materials, nor any portion thereof, may be stored in a computer except as reasonably necessary for personal and non-commercial use; however, any print out of any page of the Website or portion thereof, must include Fast Home Sales Tampa’ copyright notice and/or trademark registration notice as appropriate.

3.2. Notice of Copyright Infringement – Fast Home Sales Tampa respects the copyrights of others. Fast Home Sales Tampa reserves the right, but not the obligation, to terminate your license to use the Services if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or

repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Fast Home Sales Tampa has implemented procedures for receiving written notification of claimed infringements. If you believe that your copyrighted work has been reproduced on the Website in a way that constitutes copyright infringement you may notify us by e-mail at [Info@FastHomeSalesTampa.com](mailto:Info@FastHomeSalesTampa.com) .

3.3. Restricted Use – You agree to use the Service Area and Information for lawful purposes only. You agree not to post or transmit any information through the Service Area which: (a) infringes any patent, trademark or copyright rights of others or violates their privacy or publicity rights, (b) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, or (c) is protected by patent, copyright, trademark or other proprietary right without the express permission of the owner of such right. You shall be solely liable for any damages resulting from any infringement of patent, copyright, trademark or other proprietary rights, or any other harm resulting from your use of the Service.

3.4. Your Submission of Messages – You hereby grant to Fast Home Sales Tampa a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and use for any purpose all messages or other materials posted by you on the Service or any e-mail sent by you to Fast Home Sales Tampa (in whole or in part) and to incorporate any such messages or other materials or e-mails in any form, into other media or technology whether now known or hereafter developed.

3.5. Public messages – All electronic forums made available to users of the Service are the sole property of Fast Home Sales Tampa and are not a public forum. You understand and acknowledge that all information, data, files, software, music, sound, photographs, graphics, video, messages or other materials posted by any person or entity other than Fast Home Sales Tampa (“Third-Party Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Third-Party Content originated. You assume total liability for all Third-Party Content that you upload, post, email or otherwise transmit via the Service. Fast Home Sales Tampa assumes no liability for any such Third-Party Content. You agree not to use the Service to:

1. upload, post, e-mail or otherwise transmit any Third-Party Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, or hateful, or is racially, ethnically or otherwise objectionable;
2. harm minors in any way;

3. impersonate any person or entity, including, but not limited to, an official or representative of Fast Home Sales Tampa, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers to disguise the origin of any Content transmitted through the Service;
5. upload, post, e-mail or otherwise transmit any Third-Party Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, e-mail or otherwise transmit any Third-Party Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
8. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or network;
9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
10. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
11. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
12. "stalk" or otherwise harass another; or
13. collect or store personal data about other users.

You acknowledge that Fast Home Sales Tampa does not pre-screen Third-Party Content, but that Fast Home Sales Tampa and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Third-Party Content that is available via the Service. Without limiting the foregoing, Fast Home Sales Tampa and its designees shall have the right to remove any Third-Party Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Third-Party Content, including any reliance on the accuracy, completeness, or usefulness of such Third-Party Content.

You acknowledge and agree that Fast Home Sales Tampa may preserve Third-Party

Content and may also disclose Third-Party Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Third-Party Content violates the rights of other third-parties; or (d) protect the rights, property, or personal safety of Fast Home Sales Tampa, its users, or the public.

3.6. Linking – Without the prior written consent of Fast Home Sales Tampa, you may not use any of Fast Home Sales Tampa’ proprietary logos, marks, or other distinctive graphics, video, or audio material in your links. You may not link to the Website or to any page thereof or engage in the practice of “deep linking” in any manner reasonably likely to: (a) imply affiliation with or endorsement or sponsorship of or by Fast Home Sales Tampa; (b) cause confusion, mistake, or deception; (c) dilute Fast Home Sales Tampa’ trademarks or service marks; (d) otherwise violate state or federal law; or (e) constitute improper disparagement or disclosure concerning Fast Home Sales Tampa or any of its respective affiliates, or their respective officers, directors, agents, franchises, or Vendors. You may not frame or otherwise incorporate into another Website any of the Information or other materials on this Website without the prior written consent of Fast Home Sales Tampa.

#### **4. ACCESS AND DELAYS IN SERVICES**

Fast Home Sales Tampa, its affiliates, subsidiaries, and Vendors shall have no responsibility to provide you access to the Website. Further, Fast Home Sales Tampa, its affiliates, subsidiaries, and Vendors shall not be liable to you for any loss or liability resulting, directly or indirectly, from delays, inaccuracies, errors, omissions or interruptions of the Service for any reason, including, without limitation, due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, acts of terrorism, or to other like causes.

#### **5. MONITORING BY Fast Home Sales Tampa.**

You acknowledge that Fast Home Sales Tampa reserves the right to, and may from time to time, monitor for all lawful purposes any and all Third-Party Content transmitted or received through the Service. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All Third-Party Content, including personal information, placed on or sent over the Service may be monitored. Use of the Service, authorized or unauthorized, constitutes consent to such monitoring and to the other terms of this Agreement..

#### **6. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY**

6.1. General Disclaimer and Limited Warranty – You acknowledge that certain aspects of the Information and/or Vendor Information and links provided through the Website are

compiled from sources which may be beyond the control of Fast Home Sales Tampa. Though such Information and links are recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur. Fast Home Sales Tampa, its licensors and Vendors do not warrant the accuracy or suitability of any such Information. Neither Fast Home Sales Tampa nor its licensors or Vendors represent or endorse the accuracy or reliability of the Information distributed through the Service.

FOR THIS REASON, YOU ACKNOWLEDGE THAT THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS WITH ALL FAULTS BASIS." Fast Home Sales Tampa AND ITS LICENSORS AND VENDORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING. FURTHER, Fast Home Sales Tampa AND ITS LICENSORS AND VENDORS NEITHER REPRESENT NOR WARRANT THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR IS SUITABLE FOR YOUR NEEDS OR WILL ACHIEVE ANY DESIRED RESULT.

6.2. You assume all risk of errors and/or omissions in the Website, including the transmission or translation of data. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Website, including the Information, and for maintaining any means which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the Information provided under this Agreement.

6.3. Viruses – YOU ACKNOWLEDGE AND AGREE THAT Fast Home Sales Tampa USES REASONABLE EFFORTS TO ASSURE THAT NO VIRUSES OR PROGRAMS WITH SIMILAR FUNCTIONS OPERATE ON, OR ARE PASSED THROUGH, THE WEBSITE OR THE INFORMATION. HOWEVER, YOU HEREBY ASSUME ALL RESPONSIBILITY (AND THEREBY HOLD Fast Home Sales Tampa HARMLESS), BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS, FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

6.4. LIMITATION OF LIABILITY – YOU AGREE THAT Fast Home Sales Tampa AND ITS AFFILIATES, SUBSIDIARIES, AND VENDORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE FOR ANY PURPOSE WHATSOEVER. IF THE ABOVE LIMITATIONS OF LIABILITIES SHOULD FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON, SUCH LIABILITY IS AND SHALL BE LIMITED TO A SUM EQUAL IN AMOUNT TO TEN (10%) PERCENT OF THE SUMS PAID TO Fast Home Sales Tampa BY YOU UNDER THE TERMS OF THIS

AGREEMENT OR \$100.00, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY EVEN IF Fast Home Sales Tampa OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY, IF ANY, SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS SECTION 6 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.5. FTC NOTICE – SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. 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. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **7. INDEMNIFICATION**

YOU SHALL RELEASE, DISCHARGE, AND RELINQUISH, DEFEND INDEMNIFY AND HOLD HARMLESS Fast Home Sales Tampa AND ITS AFFILIATES, SUBSIDIARIES, AND VENDORS, AND EACH OF THEIR MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND CONTRACTORS OF WHATEVER TIER (COLLECTIVELY, THE INDEMNITEES) FROM AND AGAINST ALL LOSS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF WHATEVER KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION COSTS, ATTORNEYS' FEES AND EXPENSES INCURRED IN CONNECTION WITH ANY CLAIM BROUGHT BY ANY PERSON(S) OR ENTITY(IES) ARISING FROM, IN CONNECTION WITH, OR RELATING TO, YOUR ACCESS AND USE OF THE WEBSITE, INCLUDING YOUR USE OF THE INFORMATION OBTAINED THROUGH THE WEBSITE. THE OBLIGATIONS TO RELEASE, DEFEND AND TO INDEMNIFY CONTAINED IN THIS SECTION SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, GROSS OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL LIABILITIES OF THIRD PARTIES, OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE INDEMNITEES, JOINTLY OR SEVERALLY. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY SUCH CLAIM.

## **8. PRIVACY POLICIES**

These Terms of Use include our Privacy Policy as contained on our website, which is incorporated fully herein.

## **9. UNSOLICITED MARKETING.**

9.1. Unsolicited Marketing – Fast Home Sales Tampa supports responsible e-commerce. Fast Home Sales Tampa does not authorize anyone to use the Service to

broadcast, distribute, transmit or retransmit unsolicited commercial, non-commercial, bulk, or junk electronic mail, including email ("SPAM").

#### 9.2. Electronic Direct Marketing Programs –

Fast Home Sales Tampa may develop and participate in electronic direct marketing to users of the Website who elect to receive electronic mail of specific interest to them. In keeping with this Agreement, Fast Home Sales Tampa does not forward the names and addresses (electronic or otherwise) to third parties. Advertisers who participate in Fast Home Sales Tampa' electronic direct marketing programs identify the category of users who would most likely be interested in their goods and services. Fast Home Sales Tampa then forwards the advertisements to users who have elected to receive that category of electronic mail. Users may elect to not receive similar electronic mail by requesting that their e-mail address be removed from the mailing list by selecting the appropriate option included with each e-mail advertisement sent by Fast Home Sales Tampa. In addition, users may elect to be removed from such lists at any time by sending a message to the System administrator at [Info@FastHomeSalesTampa.com](mailto:Info@FastHomeSalesTampa.com).

9.3. Reporting SPAM – Users who receive SPAM or any threatening or offensive e-mail through the Services may report it to Fast Home Sales Tampa by forwarding the unedited message with the full message header to [Info@FastHomeSalesTampa.com](mailto:Info@FastHomeSalesTampa.com).

9.4. Reservation of Rights – Fast Home Sales Tampa reserves the right to take all legal or technical steps that it deems necessary to prevent the broadcast, distribution, transmission, or retransmission over the Service of SPAM, junk e-mail, threatening or offensive e-mail, or e-mail otherwise determined by Fast Home Sales Tampa, in its sole discretion, to be objectionable. Fast Home Sales Tampa reserves the right to suspend or terminate any person or entity's use of or access to the Service if it determines, in its sole and absolute discretion, that such person has used or intends to use the Service in violation of this policy. A failure of Fast Home Sales Tampa to exercise any right provided for herein shall not be deemed to be a waiver of such right.

## **10. MISCELLANEOUS**

#### 10.1. Governing Law; Limitations; Venue –

The laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern this Agreement. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Service as contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose. Further, any such claim or cause of action shall be brought EXCLUSIVELY in the state or federal courts located in Dallas County, Texas, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State



of Texas as your agent for service of process. You agree to waive any objection that the state or federal courts of Dallas County, Texas, are an inconvenient forum.

10.2. Assignments – You may not assign any of your rights, obligations, privileges, or performance hereunder without the prior written consent of Fast Home Sales Tampa. Any assignment other than as provided for in this Section 10.2 shall be null and void.

10.3. Severability – If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

10.4 Connectivity Charges – You understand that your access to the Website and use of the Services may incur third party connectivity charges. You understand that you are responsibly for any such charges that your use incurs, including from your cell phone or internet service provider, including fees related to text messaging and data fees.

10.5. Termination – Fast Home Sales Tampa may terminate or suspend your use of the Website for any reason. Termination or cancellation of your use of the Website shall not affect any right or relief to which Fast Home Sales Tampa may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to Fast Home Sales Tampa.

10.6. Notice – Official correspondence must be sent via postal mail to: Fast Home Sales Tampa 40946 US Hwy 19N #245 Tarpon Springs, FL 34689.

10.7 Notice Regarding Electronic Commercial Service for California Users – Pursuant to California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of consumer Services of the California Department of consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916-445-1254 or 800-952-5210.

10.8 Entire Agreement – This Agreement is complete and effective at the time you begin use of the Service. This Agreement constitutes the entire agreement between the parties, and no other agreement, written or oral, exists between you and Fast Home Sales Tampa. In the event that any inconsistencies exist between this Agreement and any future published terms or understanding, the last published Agreement or terms of use shall control.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY Fast Home Sales Tampa.

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