

# Legal Information

## Terms of Use

Effective 1<sup>st</sup> of January 2019

---

### 1. Definitions

1.1 The following definitions explain some of the terminology and abbreviations used throughout our Terms and Conditions and Privacy Policy:

1.2 “Terms” refers to the latest version of these Terms of Use document available on the Carmody websites.

1.3 “Site” refers to the websites owned by Carmody Software, Inc. “Carmody”.

1.4 “User/you/your” refers to any person who is downloading, visiting, using or in any other way interacting with the Site, the Services, or the Materials (see 1.9) regardless of the activities taken.

1.5 “We/us/our” refers to Carmody, its websites, its employees, and affiliates.

1.6 “Customer” is a User who is downloading, visiting, using or in any other way interacting with the Carmody websites.

1.7 “Privacy Policy” refers to Privacy Policy document governing the rules of collecting, using and storing information provided by Users. This document is available on the Site.

1.8 “Outside sources” refers to any application, website, natural or legal entity other than Carmody.

1.9 “Materials” refers to all images, text, audio and video data or any other information located on the Carmody websites. Materials also refer to images, text, audio and video data or any other information located on any other place provided that there is information that said material originated from the Site.

1.10 “Report” refers to a property report obtained through Carmody websites.

1.11 “Service” refers to purchasing and ordering options that may be available on the Carmody websites.

## **2. General Provisions**

2.1 The Carmody websites are owned by Carmody Software, Inc. (Carmody).

2.2 These Terms govern the use of the Site and Materials. These Terms also regulate the contractual relation between users and Carmody.

2.3 Terms apply to all Users, and Customers regardless of the way, purpose or instruments used in accessing the Site or Materials.

2.4 By accessing the Site you confirm that you have read, understood and agreed to be bound by these Terms, Privacy Policy, applicable laws, and other applicable contractual or internet policies. If you do not agree with any part or all of the Terms, you are forbidden to use the Site.

2.5 If you do not comply with the Terms, we reserve the right to cancel or terminate your access to the Site, or any part thereof, or your user account. We can, in our sole discretion, suspend or terminate access to all or parts of the Site and Services to any User, without prior notice or need to deliberate on reasons for such measure. We reserve the right to deny Services to anyone at any time.

2.6 The Terms together with Privacy Policy represent a legally binding agreement between you and us.

## **3. Consent**

3.1 By accessing the Site you confirm that you are at least 18 years of age.

3.2 By using this website, placing an order, or by providing your information for other purposes, you confirm that you (i) have full legal capacity to enter into a binding relation, (ii) that you will provide true, accurate, and complete information where requested, which is otherwise compatible with these Terms, (iii) that you will not use Carmody websites contrary to these Terms or applicable laws.

3.3 By providing us your e-mail address you agree to receive periodical emails from us. We may contact you using the available contact information provided by you, for any matters relating to purchasing, paying and delivering services. We may also inform you through e-mail about news, promotions, special offers and or other topics of interest related to the Carmody and our affiliates. You may choose to stop receiving these promotional e-mails at any time by following the instructions contained in promotional e-mails.

## **4. Changing our Terms**

4.1 We reserve the right to update and change the Terms periodically without notifying the Users. The current version of Terms is available on the Site indicating the effective date.

Users are encouraged to periodically review Terms in order to stay informed on any changes.

4.2 Users are bound by any changes to the Terms regardless of their knowledge about them, provided that changes were published and available for review.

## **5. License**

5.1 Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Carmody websites solely for your personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: copy, modify or create derivative works based on the Site; distribute, transfer, sublicense, lease, lend or rent the Carmody websites to any third party; reverse engineer, decompile or disassemble the Carmody websites; or make the functionality of the Carmody websites available to multiple users through any means.

5.2 All content on the Carmody websites, including but not limited to text, images, video, information, applications, software, music, sound and other files are the property of Carmody. Materials on the Site are available for fair use to Users. Usage of the Materials is governed by appropriate laws of the state of Florida, USA. The Site is Copyright Carmody Software, Inc. all rights reserved. The User must reference the Carmody websites, its respectful owners, and authors of the Materials where available if they are using Materials for non-commercial use. The user must obtain our written permission for usage of Materials for commercial purposes.

5.3 Users are forbidden to misuse Services. A misuse constitutes any usage, access or interference with the Site contrary to Terms, Privacy Policy and applicable laws and regulations. We may suspend or stop providing a User with the Service should we find or suspect that Services are being misused. Users are forbidden to use Services for any commercial use without obtaining prior written consent from us.

## **6. Billing and Services**

6.1 Full list and description of our pricing and membership plans “if applicable” is available on Carmody websites. We reserve the right to change and update our prices and membership plans periodically at any time and without notification. All changes become effective from the day of publishing. Pricing for membership plans that are active in the moment of price modifications will remain unchanged for the entire duration of the active membership plan cycle.

### ***Nonstandard Pricing***

6.2 Carmody sometimes offers promotional pricing on membership plans. If you enroll in a nonstandard membership plan, Carmody expressly reserves the right to bill you at the identified price and based on the terms disclosed at the time you enroll.

## *Cancellations*

6.3 You can cancel your membership plan at any time by following the form available on the Site. When you choose to cancel your membership plan, we will stop billing you for future monthly fees. Cancellation does not affect already paid membership fees, and services. You may continue using our services until the already billed membership period expires.

## *Taxes*

6.4 All of the prices listed on the Site are shown tax-free. Our services may be subject to applicable taxes of your place of residence.

## *Payment Methods*

6.5 All of the prices listed on the Site are shown in the \$USD. All payments must be conducted in the USD currency. We accept several methods of payments including Visa and Mastercard. Providers of payment services are separate legal entities, and we cannot influence or affect in any way the fees or other expenses charged by them. Please refer to these payment service providers' terms of service for more details.

6.6 By placing the order you authorize Carmody to charge your credit card accordingly. By registering for services, you authorize Carmody to charge your credit card at the moment of registering and to charge every subsequent membership fee at the beginning of each billing cycle. Canceling your membership does not affect already paid fees.

## **7. Placing the Order**

7.1 Users are able to place the order directly on the Site by filling the designated form and providing payment information. Upon placing the order, you will receive a confirmation e-mail confirming our acceptance of the order or informing you of the reasons for why we are not able to provide requested service. If you do not receive the confirmation e-mail within 24 hours from placing the order, please contact us at [help@carmodyinc.com](mailto:help@carmodyinc.com).

7.2 If your card has already been charged for the order, we are unable to provide, we will inform you of our inability to provide you with the service, and we will give you a 100% refund.

7.3 We may, at our own discretion, limit the number of available services or refuse to provide the service without the need to deliberate on the reasons for such action. We may especially refuse to accept your order if:

(i) The billing information you provided is incorrect, or invalid, or we are otherwise unable to process the payment,

(ii) We suspect that order is fraudulent. We reserve the right to refuse any order which we, in our sole discretion, find to have been placed as a result of fraudulent activity,

(iii) Your order is placed pursuant to previous credit card dispute.

7.4 When providing your personal information, you are required to provide true, accurate, current and complete information as prompted by registration forms on the Site. Users agree to update their information should there be any changes, in order to keep registered information true, accurate, current and complete. If you provide information contrary to aforementioned conditions, we may deny you access to the Site, parts of it or our Services. Carmody is not responsible for any failure in providing the Services which results from information that is not true, accurate, current and complete.

## **8. User Obligations**

8.1 You may not sell or resell any services you purchase or otherwise receive from US Realty Records. We reserve the right, with or without notice, to cancel or reduce the quantity of any order to be filled or services to be provided to you that may result in a violation of these Terms, as determined by us in our sole discretion.

8.2 Users agree to comply with these Terms, Privacy Policy and other applicable policies and relevant laws, at all times.

8.3 Some of our social media pages are accessed directly from the Site and Users might have the option to provide their own content in the form of comments, questions, reviews, etc. Users agree not to post material which is illegal, obscene, threatening, defamatory, infringing of intellectual property rights, invasive of privacy, or otherwise objectionable to third parties. Although we do not constantly monitor the Carmody websites or social media pages, we reserve the right to remove any content which we find to constitute a breach of these Terms or relevant laws, without notifying the Users or providing reasoning for such action. If you post content, and unless we indicate otherwise, you grant us a non-exclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, distribute, and display such content on the App and on any other marketing material we may create.

## **9. Third - Party Content**

9.1 We may provide Users with content belonging to the Outside Sources or links leading to the Outside Sources. We are not responsible for the content provided by the Outside Sources. Outside sources are not under our control, and they may have different terms of use and policies. The Site is not responsible for the availability and content of the Outside Sources.

## **10. Privacy**

10.1 Please review our [Privacy Policy](#) to learn more about how we collect and use information about you via the Service.

## **11. Governing Laws**

11.1 Although purchases from the Site are only available in the USA at the moment, the Carmody websites can be accessed from other countries around the world. As each of these jurisdictions have laws that may differ from those of the state of Florida, USA, by accessing the Site, you agree that any claim relating to the access or use of the Site shall be governed by the laws of the state of Florida, USA, and the federal laws of the USA without regard to its conflict of law provisions. You also agree and hereby submit to the non-exclusive jurisdiction of the courts in Florida, USA, for the resolution of any conflict arising out of or in connection with these Terms or the Site.

## **12. Indemnity**

12.1 You will indemnify and hold harmless Carmody and its employees, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your access to or use of the Site and its Services, content which you provide, or your violation of these Terms.

## **13. Disclaimer**

13.1 WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PROVIDED BY LAW, THE CARMODY WEBSITES AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. NONE OF THE PARTIES INVOLVED IN CREATING, PRODUCING, AND/OR DELIVERING THE SERVICES AND THE SITE ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, THROUGH ACCESS TO, USE OF, OR BROWSING THE SITE OR THROUGH YOUR DOWNLOADING OF MATERIALS FROM THE CARMODY WEBSITES, INCLUDING BUT NOT LIMITED TO ANYTHING CAUSED BY BUGS, VIRUSES, OR ANY COMPUTER SYSTEM, HARDWARE, SOFTWARE, OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES, OR DELAYS. IN NO EVENT WILL CARMODY OR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR OF THE INABILITY TO USE ANY MATERIALS ON THE CARMODY WEBSITES.

## **14. Final Provisions**

14.1 If any part of these terms and conditions is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity or enforceability of the remainder of the terms and conditions.

# 15. Contact

15.1 If you have any questions, suggestions, or comments, you can address them to:

**Carmody Software, Inc.**

Carmody

6180 Babcock St. SE

Palm Bay, Fl. 32909