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Agreement may be effected without prior notice, and acknowledge and agree that JUST APPRAISALS may immediately deactivate or delete Your password and username and all related information and files associated with it and/or bar any further access to such files or the Data. JUST APPRAISALS shall not be liable to You or any third party for any termination of Your access to the Web Site or the Data. The Clauses entitled "Confidentiality", "No Warranty", "Disclaimers", "Limitation of Liability", "Indemnification", and "General" shall survive expiration of this Agreement.

### **Hyperlink Disclaimers**

As a convenience to You, we may provide on this site links to Web Sites operated by other entities (collectively the "Linked Sites"). If You use any Linked Sites, You will leave the Web Site. If You decide to visit any Linked Site, You do so at Your own risk and it is Your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, and IMG links) are not maintained, controlled, or otherwise governed by JUST APPRAISALS. The content, accuracy, opinions expressed and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by JUST APPRAISALS.

### **No Warranty**

JUST APPRAISALS gives no express warranties, guarantees or conditions. To the extent permitted under your local laws, JUST APPRAISALS excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, with the exception of the primary Appraisal, without limiting the foregoing, JUST APPRAISALS expressly excludes any warranty regarding the accuracy or reliability of the information and Data contained in the website. Such information and Data are provided on a best efforts basis.

### **Limitation of Liability**

Your decision regarding whether to use and, if so, how to use the Appraisal contained in the Website is restricted to the intended use as stated in the appraisal. JUST APPRAISALS's liability to you under this Agreement will not exceed Your Appraisal or Service Fee. Any third party that has been contracted by JUST APPRAISALS to provide any information, data or other inputs used by or in the Website (a "Third Party") shall have no liability to you under any circumstances under this Agreement or as a result of your use of the Website or the Data contained therein. In no event, whether based in contract, tort or howsoever arising, shall JUST APPRAISALS or a Third Party be liable for incidental, indirect, special or consequential damages of any kind or for loss of personal property or loss of business arising out of, or in connection with this Agreement whether or not JUST APPRAISALS or a Third Party, or both of them, was advised of the possibility of such loss.

### **Indemnification**

You agree to indemnify, defend, and hold harmless JUST APPRAISALS, its affiliates, agents, employees, and licensors and any Third Party from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to Your use of the Web Site, or use of the Appraisal, violation of this Agreement, violation of any law or regulation, or violation of any proprietary rights.

### **Entire Agreement**

This Agreement constitutes the entire Agreement between JUST APPRAISALS and You with respect to this Web Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and JUST APPRAISALS with respect to this Web Site. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **Modifications to Agreement**

These Terms are subject to change by JUST APPRAISALS without notice. All amended Terms shall automatically be effective 30 days after they are initially posted on the Web Site. It is Your responsibility to return to these Terms from time to time to review the most current version. JUST APPRAISALS does not and will not assume any obligation to notify You of changes to the Terms. This Agreement may not be otherwise amended except in a writing signed by You and JUST APPRAISALS.

### **General**

The construction, validity and performance of this Agreement are exclusively governed by the laws of the State of New York, USA and the parties submit to the exclusive jurisdiction of the courts of the State of New York, USA. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable such holding shall not affect any other provision hereof, and this Agreement shall be construed as if the invalidated or unenforceable provision had not been contained.