

Bessette Realty Terms and Conditions

Agreement between User and www.bessetterealty.com

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www.bessetterealty.com is an Informational website. The Bessette Realty website provides information about the types of services we provide.

Privacy

Your use of www.bessetterealty.com is subject to Bessette Realty’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communication

Visiting www.bessetterealty.com or sending emails to Bessette Realty constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirements that such communications be in writing.

Children Under Thirteen

Bessette Realty does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.bessetterealty.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.bessetterealty.com contains links to other websites (“Linked Sites”). The Linked Sites are not under the control of Bessette Realty and Bessette Realty is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bessette Realty is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bessette Realty of the site or any association with its operators.

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No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.bessetterealty.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Bessette Realty that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Bessette Realty or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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Third Party Accounts

You will be able to connect your Bessette Realty account to third party accounts. By connecting your Bessette Realty account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Bessette Realty from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Bessette Realty content accessed through www.bessetterealty.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnifications

You agree to indemnify, defend and hold harmless Bessette Realty, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings

made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Besette Realty reserves the right, at it's own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnify by you, in which you will fully cooperate with Besette Realty in asserting any available defenses.

Liability Disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BESSETTE REALTY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTAS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BESSETTE REALTY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Besette Realty reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts and you hereby

consent to the exclusive jurisdiction and venue of courts in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of the terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bessette Realty as a result of this agreement or use of the Site. Bessette Realty's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Bessette Realty's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Bessette Realty with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, the agreement constitutes the entire agreement between the user and Bessette Realty with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bessette Realty with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Bessette Realty reserves the right, in its sole discretion, to change the Terms under which www.bessetterealty.com is offered. The most current version of the Terms will supersede all previous versions. Bessette Realty encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Bessette Realty welcomes your questions regarding the Terms:

226 Massachusetts Ave.

Arlington, MA 02474

Email: lobessette@aol.com

Phone: 617-201-1691

Effective as of June 11, 2018