

TERMS OF USE FOR THE SILVER & McDONOUGH COMPANY, L.L.C. WEBSITE

Last Modified: 6/2018

1. GENERAL; ACCEPTANCE OF TERMS OF USE

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3. CHANGES TO THE TERMS OF USE

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Your continued use of this Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

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We reserve the right to withdraw or amend this Website, and any service or material we provide on this Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Website, or the entire Website, by users.

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- Ensuring that all persons who access this Website through your internet connection are aware of these Terms of Use and comply with them.

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For avoidance of doubt, this Website does not permit you to create an account or otherwise permit you to provide any information except as provided for in this Website

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- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate this Agency, the Franchisor and/or any employee, a franchisee or licensee of any of them, or another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of this Website, or which, as determined by us, may harm this Agency, Franchisor or users of this Website or expose them to liability. Additionally, you agree not to:
- Violate or attempt to violate any security features of this Website, or use or attempt to use this Website to violate any security features of a third party site, including without limitation:
- Accessing content not intended for you, or logging onto a server or account that you are not expressly authorized to access.

- Attempting to probe, scan, or test the vulnerability of this Website, or any associated system or network, or to breach security or authentication measures without proper authorization.
- Reverse looking-up, tracing or seeking to trace any information on any other user of or visitor to this Website or any other customer of this Agency, including any account not owned by you, to its source, or exploit this Website or information made available or offered by or through this Website, in any manner in which the purpose is to reveal or misuse any information, including but not limited, to personal identification, other than your own information, as provided by this Website.
- Interfering or attempting to interfere with service to any user, host, or network, including, without limitation, submitting to this Website a virus, Trojan horse, 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, overloading this Website, or “flooding,” “spamming,” “mail bombing,” or “crashing” this Website.
- Attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by this Agency in providing this Website.
- Use this Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of this Website, including their ability to engage in real time activities through this Website.
- Use any robot, spider or other automatic device, process or means to access this Website for any purpose, including monitoring or copying any of the material on this Website.
- Use any manual process to monitor or copy any of the material on this Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of this Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of this Website, the server on which this Website is stored, or any server, computer or database connected to this Website.
- Attack this Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of this Website.

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We have the right to:

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- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of this Website.
- Terminate or suspend your access to all or part of this Website for any or no reason, including without limitation, any violation of these Terms of Use.

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14. **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless this Agency, and its owners, members, officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of this Website, including, but not limited to, any use of this Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from this Website.

15. **GOVERNING LAW AND JURISDICTION**

All matters relating to this Website and these Terms of Use and any dispute or claim arising there from or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or this Website shall be instituted exclusively in the United States District Court for the Eastern District of Missouri or the state courts of general jurisdiction sitting in St. Louis County, State of Missouri although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Any disagreement between you and This Agency will be considered unique as to its facts and must not be brought as a class action, and you waive any right to proceed against This Agency by way of class action, or by way of a multi-plaintiff, consolidated or collective action. If you have any questions, concerns, or suggestions regarding these Terms of Use, please contact us: www.info@ggiamo.com.

16. **EQUITABLE RELIEF**

This Agency reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use and/or the rules and regulations set forth on this Website, including without limitation the right to block access from a particular internet address.

17. **WAIVER AND SEVERABILITY**

No waiver by This Agency of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of This Agency to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

18. **ENTIRE AGREEMENT**

Except as expressly provided in a separate written agreement between you and this Agency or in our *Online Privacy Notice*, these Terms of Use, constitute the sole and entire agreement between you and this Agency with respect to this Website and the services provided therein and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this Website.

19. **YOUR COMMENTS AND CONCERNS**

All feedback, comments, requests for technical support and other communications relating to this Website should be directed to:

info@whoisyourbroker.com

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