

# EstateSpace Website Terms & Conditions

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By accessing and using the Site, you agree to these Terms of Use. EstateSpace reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by these Terms of Use as modified. The last date these Terms of Use were revised is set forth below.

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## 2. FORWARD LOOKING STATEMENTS.

This website may contain forward-looking statements that involve risks, uncertainties, and assumptions. A forward-looking statement predicts, projects, or uses future events as expectations or possibilities. These statements can often be misleading, as they can be mistaken for factual statements, while they are actually speculation. If any such uncertainties materialize or if any of the assumptions proves incorrect, the results of EstateSpace could differ materially from the results expressed or implied by the forward-looking statements. All statements other than statements of historical fact could be deemed forward-looking, including any projections of product or service availability, subscriber growth, earnings, revenues, or other financial items and any statements regarding strategies or plans of management for future operations, statements of belief, any statements concerning new, planned, or upgraded services or technology developments and customer contracts or use of our services.

The risks and uncertainties referred to above include – but are not limited to – risks associated with developing and delivering new functionality for our new or existing products and services, our new business model, our past operating losses, possible fluctuations in our operating results and rate of growth, interruptions or delays, the immature market in which we operate, our relatively limited operating history, new releases of our service and successful customer deployment, our limited history reselling non-EstateSpace products, and utilization and selling to larger enterprise customers.

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### **3. PERMITTED USE OF THE SITE.**

You may use the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about EstateSpace products and services, and solely in compliance with these Terms of Use.

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By accessing the Site, you agree that you will not:

- Use the Site in violation of these Terms of Use;
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code, or allow any third party to do so;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Service in any way;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to the EstateSpace servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- Use the Site in any manner that damages, disables, overburdens, or impairs any EstateSpace website or interferes with any other party's use and enjoyment of the Site;
- Mirror or frame the Site or any part of it on any other web site or web page.
- Attempt to gain unauthorized access to the Site;
- Access the Site by any means other than through the interface that is provided by EstateSpace for use in accessing the Site;
- Use the Site for any purpose or in any manner that is unlawful or prohibited by this Agreement.

Any unauthorized use of any Content or the Site may violate patent, copyright, trademark, and other laws.

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## 7. LIMITATIONS OF LIABILITY.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

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## 9. DOWNLOADING FILES.

EstateSpace cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

## 10. DISCLAIMER.

Every effort is made to keep the website up and running smoothly. However, EstateSpace takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.