

Terms of Use

Bullock Commercial Appraisal maintains this Web site on the Internet ("Web site"). These Terms of Use (this "Agreement") sets forth the terms and conditions of your use of the Web site. BY USING THE WEB SITE YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE WEB SITE'S PRIVACY POLICY (the "Privacy Policy") AND YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEB SITE IS CONDITIONED ON SUCH ACCEPTANCE INCLUDING, WITHOUT LIMITATION, WHERE YOU ARE DISSATISFIED WITH ANY PORTION OF THE CONTENT AND/OR SERVICES AVAILABLE ON THE WEB SITE.

In this Agreement, "you" and "your" refers to you as a user of the Web site and services, and "Company" refers to Bullock Commercial Appraisal and any affiliated businesses. If you have any questions concerning this Agreement, please contact us at info@bullockandassociatesinc.com

1. Modifications

The Company may amend this Agreement at any time by posting an amended Agreement on the Web site. You should visit this page periodically to review this Agreement, because it is binding on you. Notwithstanding the foregoing, the Company may also add, delete or modify some or all of the services offered on the Web site at any time in its sole discretion.

2. Scope

Certain areas of this Web site may be subject to additional terms of use including, without limitation, completion of appropriate registration process and acceptance of registration agreement, if any. This Agreement is incorporated by reference into any such registration agreement.

3. Transactions Between You and Third Parties; Links to Other Web sites

This Agreement governs your use of the Web site. Other than as the provider of the Web site, the Company is not involved in the consummation of transactions between you and a third party whose services or products may, from time to time, be available on or through the Web site. In the event of any dispute between you and any third party, you hereby release the Company, its partners, licensors, content providers, service providers and contractors and officers, equity holders, directors, employees and agents of the Company from any claims and damages of any nature (including, without limitation, actual, special, incidental and consequential damages), whether known or unknown, disclosed or undisclosed, arising out of or in any way connected with such dispute. Links to other web sites are provided on the Web site by the Company solely for your convenience. You acknowledge and agree that (a) the Company cannot, will not, and does not, assume any responsibility for the content and services provided by third parties via other Web sites, and (b) your use of such Web sites may be subject to the terms of use and/or policies different from the terms and conditions of this Agreement and the Privacy Policy.

Please note that the Web site(s) to which this/these hyperlink(s) lead are created, maintained and updated by third parties and are in no way associated with Bullock Commercial Appraisal and any affiliated businesses (collectively, the "Company"). The information on such Web site(s) is supplied by those parties, NOT by the Company. The Company disclaims any and all responsibility for, or endorsement of, such information.

4. Access to the Web site

(a) Physical Connection To Web site. You are responsible for providing all equipment necessary to access the Internet and the Web site.

(b) Web site Availability. While the Company's objective is to make the Web site accessible 24 hours per day, seven days per week, the Company may make the Web site unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of the Company, access to the Web site may be interrupted, suspended or terminated from time to time. You agree that: (i) the Company will not be liable for any damages arising from any

such interruption, suspension or termination of the Web site and (ii) you assume the risk of such interruption, suspension or termination of the Web site.

(c) Applicable Laws. You agree to comply with all applicable local, state, federal, and international laws, statutes, rules and regulations relating to your use of the Web site. Without limiting the foregoing, you are responsible for observing all applicable laws.

(d) Malicious Intent. You agree not to tamper with the software or functionality of the Web site. Without limiting the foregoing, you agree not to put any material via the Web site which contains any viruses, time bombs, trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

5. Use of the Web site

You have a non-exclusive, non-transferable, limited, revocable license to use the Web site solely for your internal business use. User will not use the Web site for any other purpose whatsoever. Without limiting the previous sentence, you may not reproduce, modify, distribute, transmit, display, perform, reproduce, transfer, sell, publish any of the contents of the Web site without our prior written consent which may be withheld, conditioned or delayed in its sole discretion, except that you may print out a copy of the content solely for your internal business use. In doing so, you will not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the content. You are prohibited from including links from other Web sites to the Web site without our prior written consent which may be withheld, conditioned or delayed in its sole discretion.

6. Intellectual Property and Privacy

All content published on the Web site by the Company, including, without limitation, any and all proprietary rights thereto, is owned by the Company or the Company's third-party licensor, and the Company or the Company's third-party licensor retain all right, title and interest in the content.

The Company's use of information and materials is contained in the "Privacy Policy".

7. Disclaimer of Warranty

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY PROVIDES THE WEB SITE, CONTENT AVAILABLE ON THE WEB SITE AND SERVICES AVAILABLE ON THE WEB SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY REPRESENTATION, ENDORSEMENT, WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, ACCURACY OR AVAILABILITY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY CANNOT AND DOES NOT GUARANTEE OR WARRANT THE FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEB SITE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE WEB SITE FOR THE RECONSTRUCTION OF LOST DATA. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEB SITE, CONTENT AVAILABLE ON THE WEB SITE AND SERVICES AVAILABLE ON THE WEB SITE IS AT YOUR SOLE RISK.

THE CONTENT AVAILABLE ON THE WEB SITE IS NOT NECESSARILY COMPLETE AND YOU (WHETHER YOU ARE AN INVESTOR, BORROWER AND OTHER USER) SHOULD USE THE CONTENT IN THE SAME MANNER AS ANY OTHER EDUCATIONAL MEDIUM AND SHOULD NOT RELY ON THE CONTENT AVAILABLE ON THE WEB SITE TO THE EXCLUSION OF YOUR PROFESSIONAL JUDGMENT. INFORMATION OBTAINED BY USING THE WEB SITE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL ISSUES, TOPICS, OR FACTS

THAT MAY BE RELEVANT TO THE PARTICIPANTS IN ANY PARTICULAR TRANSACTION.

FURTHER, THE COMPANY HAS NO OBLIGATION TO MONITOR THE CONTENT AVAILABLE ON THE WEB SITE OR THE LINKS TO OTHER WEB SITES AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OF THE COMPANY TO FILTER ANY SUCH CONTENT AND LINKS TO OTHER WEB SITES. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY CONTENT, SERVICES, PRODUCTS OR ACTIONS TAKEN BY THIRD PARTIES LINKED FROM THE WEB SITE. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY WITH WHOM YOU MAY ELECT TO CONDUCT BUSINESS AFTER AN INTRODUCTION TO SUCH THIRD PARTY BY THE COMPANY ON THE WEB SITE, AND WHETHER YOU SHOULD CONDUCT BUSINESS WITH SUCH THIRD PARTY.

8. Limitation of Liability

YOU AGREE THAT NEITHER THE COMPANY, ITS PARTNERS, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, CONTRACTORS NOR ANY OFFICER, DIRECTOR, EQUITY HOLDER, AGENT OR EMPLOYEE OF THE COMPANY WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, PAIN OR SUFFERING, EMOTIONAL DISTRESS OR ANY OTHER SIMILAR DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANYONE'S THE USE OF THE WEB SITE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE WEB SITE OR ANY OTHER WEB SITE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS AVAILABLE ON THE WEB SITE OR ANY OTHER WEB SITE OPERATED BY ANY THIRD PARTY, EVEN IF THE COMPANY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its partners, licensors, service providers, content providers and contractors and officers, directors, equity holders, agents and employees of the Company from any claim, demand or cause of action and the resulting loss, liability, damages, judgments, debt, awards, costs, expenses and attorney's fees in connection therewith, to the extent that such claim, demand or cause of action is based upon a claim that: (a) arises out of or in relation to your use of the Web site and is not caused by the gross negligence or conduct of the Company; (b) if true, would constitute a breach of any of your representations, warranties, obligations or other agreements hereunder; or (c) arises out of your negligence, willful misconduct, or abandonment. The Company may, at its discretion and at its own expense, assist in the defense of any indemnified claim through counsel selected by the Company. In no event will you have authority to bind the Company to any settlement of any claim or with respect to any other matter.

10. Termination

The Company may terminate your access to the Web site at any time, for any reason or no reason, and you will have no recourse, and the Company will have no liability, with respect to any such termination. This Agreement will automatically terminate upon your breach of any of the terms of this Agreement, or upon the termination by the Company of your access to the Web site. All provisions of this Agreement relating to warranties, confidentiality obligations of you, proprietary rights, limitation of liability, indemnification obligations and payment obligations will survive the termination of this Agreement.

11. Relationship of the Parties

You and the Company are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by your use of the Web site.

12. Availability of Web site and Services

The content and services offered by the Company on the Web site are only available in the United States and

other countries where permitted by law.

13. Governing Law; Submission to Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws provisions and the laws of the United States. You specifically consent to personal jurisdiction in the State of New Hampshire in connection with any dispute arising out of this Agreement or pertaining to the subject matter hereof.

14. Other General Provisions

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and the Company nor trade practice will act to modify any provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. To the extent that the Company's approval, consent or waiver is required under any provision of this Agreement, such approval, consent or waiver may be withheld, conditioned or delayed in the Company's sole and absolute discretion. You may not assign or transfer to third parties any of your rights or obligations under this Agreement without prior written permission from Bullock Commercial Appraisal.

