

## **TERMS AND CONDITIONS AND PRIVACY POLICY**

These terms and conditions and privacy policy serve as the rules and regulations for the use of the Aspect Realty & Associates, Inc. d/b/a Aspect Commercial Realty & Business Brokers website. By accessing this website, you hereby accept these Terms and Conditions and Privacy Policy.

### **DO NOT CONTINUE TO USE THIS WEBSITE IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

The following terminology applies to these Terms and Conditions, the Privacy Policy, and the Website:

- “Client”, “you”, “your”, and “user” refers to the user of this Website.
- “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to Aspect Realty & Associates, Inc. d/b/a Aspect Commercial Realty & Business Brokers.
- “Party” refers to either you or us and “Parties” refers to both you and us.

It is our policy to protect and preserve the privacy of our users and Clients, and the confidentiality of the information they provide, subject to conditions described below. To demonstrate our commitment to privacy we encourage all of our current and prospective users to read these Terms and Conditions and the Privacy Policy carefully before using the Website and system. The privacy statement contained herein discloses what information we gather, how we use it, and how to correct or change it. It is our intention to give you as much control as possible over your privacy in regard to your information. These policies cover the collection, processing, and other use of business data under the General Data Protection Regulations (“GDPR”).

### **Collection and Use of Personal/Business Information**

We may collect the following personal or business information from you:

- Contact Information such as name, email address, mailing address, and phone number.
- Unique Identifiers such as user name, account number, and database password.
- Personal or business information provided by you, such as, but not limited to, declaration of data through database access to generate 360 degree reporting and processing of the data.

As is true of most software application, we automatically gather such information through provided database access.

We may use this information collected for managing your account and preparing 360 degree reporting, ledgers, accounts, forecasting, prediction, managing E-commerce platforms, any other activity related to the business, processing data under ML and AI algorithms, and in structured, commonly used and machine-readable format and to transmit that data to a third party API in certain situations. We also may use such information to:

- Send product and account updates
- Respond to customer service requests

- Administer your account
- Send you a newsletter
- Send you marketing communications
- Respond to your questions and concerns
- Display other content and advertising based upon geolocation

You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in such emails or you can contact us by email at [admin@aspectbrokers.biz](mailto:admin@aspectbrokers.biz).

## **Cookies**

We employ the use of cookies. By accessing the Website, you agree to our use of cookies. Most interactive websites use cookies and allow us to retrieve the user's details for each visit. Cookies are used by our Website to enable the functionality of certain aspects thereof and to make it easier for visitors to our Website. Some of our affiliates/advertising partners may also use cookies.

We may use cookies, for example, to keep track of your preferences and profile information. Cookies are also used to collect general usage and volume statistical information that does not include personal information.

Our Website and app contains electronic images known as Web beacons (sometimes called single-pixel gifs) and are used along with cookies to compile aggregated statistics to analyze how our app and Website is used and may be used in some of our emails to let us know which emails and links have been opened by recipients. This allows us to gauge the effectiveness of our customer communications and marketing campaigns.

We use a third party to gather information about how you and others use our app and Website. For example, we will know how many users access a specific page and which links they clicked on. We use this aggregated information to understand and optimize how our app and Website is used.

## **User Eligibility**

The Website is provided by us and is intended to only be used by you for its intended purposes by those individuals having full legal right, power, and authority to do so.

## **Modifications**

We may revise and update these Terms and Conditions at any time. Your continued usage of the Website after any changes to these Terms and Conditions will be deemed as acceptance of such changes. Any aspect of the Website may be changed, supplemented, deleted, or updated without notice, in the sole and absolute discretion of the Company. We may also change or impose fees for products and services provided through the Website at any time, in our sole and absolute discretion.

## **License and Ownership**

Any and all intellectual property rights associated with the Website and its contents are the sole property of the Company, its affiliates, or third party licensors. The content is protected by intellectual property and other applicable laws. Elements of the Website are also protected by trade name, trade secret, unfair competition, and other applicable laws and may not be copied or imitated in whole or in part. All customized graphics, icons, logos, and other items that appear on the Website are trademarks, service marks, or trade names of the Company, its affiliates, or third party licensors that have granted the Company the right and license to use such marks and may not be used or interfered with in any manner without the express written consent of the Company. Except as otherwise expressly authorized by these Terms and Conditions, you may not copy, reproduce, modify, amend, lease, loan, sell, and/or create derivative works from, upload, transmit, and/or distribute the intellectual property or contents of the Website in any way without our prior written permission. Except as expressly provided herein, we do not grant you any express or implied rights to the intellectual property of the Company or to that of any third party.

We hereby grants you a limited, personal, non-transferable, non-sublicensable, revocable license to (a) access and use only the Website, its content, and its services only in the manner presented by us and (b) access and use the Company computer and network services offered within the Website only in the manner expressly permitted by us. Except for this limited license, we do not convey any interest in or to the Company systems, information, or data available via the Company systems, content, services, Website, or any other Company property by permitting you to access the Website. Except to the extent required by law or as expressly provided herein, none of the intellectual property, content, and/or information may be reverse-engineered, modified, amended, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold, or redistributed without the prior written consent of the Company. You may not make, sell, offer for sale, modify, amend, reproduce, display, publicly perform, import, distribute, retransmit, or otherwise use the content in any way unless expressly permitted to do so by us.

## **Restrictions on Use Of The Website**

In addition to other restrictions set forth in these Terms and Conditions, you expressly agree that:

- You shall not disguise the origin of information transmitted through the Website.
- You will not place false or misleading information on the Website.
- You will not use or access any service, information, application, or software available via the Website in a manner not expressly permitted by us.
- You will not input or upload to the Website any information that may contain viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any system, the Website, or information or that infringes on the intellectual property or privacy rights of us or another.

Certain areas of the Website may be restricted to Clients of the Company. You may not use or access the Website, our systems, or the services in any way that, in our judgment, adversely affects the performance or function of our systems, services, or the Website or interferes with the ability of authorized parties to access our systems, services, or the Website.

You may not frame or utilize framing techniques to enclose any portion or aspect of the content, information, or any other aspect of the Website without the express written consent of the Company.

## **Links**

**Outbound Links.** The Website may contain links to third-party websites and resources. These linked sites are provided solely as a convenience to you and not as an endorsement by us of the content of such linked sites. We make no representations or warranties regarding the correctness, accuracy, performance, or quality of any content, software, service, or application found at any linked site. We are not responsible for the availability of the linked sites or the contents or activities of such sites. If you decide to access the linked sites, you do so at your own risk. In addition, your use of linked sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the linked site's terms of use and privacy policy.

**Inbound Links.** Linking to any page of the Website is strictly prohibited in the absence of a separate linkage agreement with us. Any website or other devices that link to the Website or any page available therein is prohibited from replicating content, using a browser or border environment around the content, implying in any fashion that we or any of our affiliates endorse it or its products, misrepresenting any facts, including its relationship with us or any of our affiliates, presenting false information about our products or services, and using any logo or mark of ours or any of our affiliates, without express written permission from us.

## **Termination**

You agree that we, in our sole and absolute discretion, may terminate or suspend your use of the Website, our systems, information, services, and content at any time and for any or no reason in our sole and absolute discretion, even if access and use continue to be allowed to others. Upon such suspension or termination, you must immediately discontinue your use of the Website and destroy any copies you may have made of any portion of the content or information. Accessing the Website, our systems, information, or services after such termination, suspension, or discontinuation is expressly prohibited. Furthermore, you agree that we shall not be liable to you or to any third party for any damages arising out of or resulting from the termination or suspension of your access to the Website, our systems, information, and/or services.

## **Disclaimer of Warranties**

We make no representations about the results to be obtained from using the Website, our systems, the services, the information, or the content. The use of the same is at your own risk. The Website, systems, information, services, and content are provided on an "AS IS" basis. We, our licensors, and our suppliers, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. We and our affiliates, licensors, and suppliers make no representations or

warranties concerning the accuracy, completeness, security, or timeliness of the content, information, or services provided on or through the use of the Website or our systems. No information obtained by you from the Website shall create any warranty not expressly stated by us in these Terms and Conditions.

### **Limitation of Liability**

To the extent permitted by law, in no event shall we, our affiliates, licensors, suppliers, or any third parties mentioned on the Website be liable for any incidental, direct, indirect, exemplary, punitive and/or consequential damages, lost profits, and/or damages resulting from lost data or business interruption resulting from the use of and/or inability to use the Website, our systems, information, services, or the content whether based on warranty, contract, tort, or any other legal foundation, and whether or not we are advised of the possibility of such damages. To the extent permitted by law, the remedies stated for you in these Terms and Conditions are exclusive and are limited to those expressly provided for herein.

### **Compliance With Law**

You agree to use the Website in strict compliance with all applicable laws, rulings, and regulations and in a fashion that does not, in the sole judgment of us, negatively reflect on the goodwill or reputation of us and you shall take no action which might cause us to be in breach of any laws, rulings, or regulations applicable to us.

The laws of the United States of America control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the content (including any software or the services) to countries or persons prohibited under applicable export control laws or regulations. If you access and download the content (including any software or the services) or information, you represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with applicable laws regarding the import, export, or re-export of the content (including any software or the services).

### **GDPR Compliance Clause**

If you are located in the European Economic Area (EEA) or if your data is being processed within the EEA, the following GDPR provisions apply to the processing of your personal data by us. The GDPR provisions listed below are in accordance with the General Data Protection Regulation (GDPR):

- We will only collect and process your personal data when we have a lawful basis for doing so. These lawful bases include your consent, the necessity of processing for the performance of a contract, compliance with a legal obligation, protection of vital interests, the performance of a task carried out in the public interest or in the exercise of official authority, and legitimate interests pursued by the Company or a third party.
- We will process your personal data for specific, explicit, and legitimate purposes and will not process it in a manner that is incompatible with those purposes.

- We will only collect personal data that is relevant, adequate, and limited to what is necessary for the purposes for which it is processed.
- We will take reasonable steps to ensure that the personal data we hold is accurate and up-to-date.
- We will retain your personal data only for as long as necessary to fulfill the purposes for which it was collected or as required by applicable laws and regulations.
- We implement appropriate technical and organizational measures to ensure the security of your personal data and protect it against unauthorized or unlawful processing and accidental loss, destruction, or damage.
- Under GDPR, you have the right to request access, rectification, erasure, or portability of your personal data, as well as the right to restrict or object to processing. To exercise these rights, please contact us.
- Your personal data may be transferred outside the EEA for processing. We will ensure that such transfers comply with GDPR requirements for data transfer mechanisms.
- We may appoint a Data Protection Officer (DPO) to oversee our data protection practices.
- If you believe that your personal data rights under GDPR have been violated, you have the right to lodge a complaint with a supervisory authority.

By using our Website and providing your personal data, you consent to the processing of your data as described in this GDPR Compliance Clause.

If you would like to exercise any of the rights referenced herein, please send an email to [admin@aspectbrokers.biz](mailto:admin@aspectbrokers.biz).

### **Governing Law and Jurisdiction**

To the fullest extent permitted by law, these Terms and Conditions are governed by the laws of the State of North Carolina without regard to its conflicts of laws provisions. Any dispute arising from or relating to these Terms and Conditions, the Privacy Policy, and the Website shall be finally settled in Mecklenburg County, North Carolina, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes and who shall be mutually agreed upon from the appropriate list of JAMS arbitrators in accordance with such rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For purposes thereof, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Mecklenburg County, North Carolina, or the Western District of North Carolina.

### **General**

You may not assign these Terms and Conditions or any of your interests, rights, or obligations under these Terms and Conditions. If any provision of these Terms and Conditions shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and

Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions by us shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may preserve these Terms and Conditions in written form by printing them for your records and you waive any other requirement for these Terms and Conditions to be proved by means of a written document.

## **Privacy**

We will never sell your personal information or email address to a thirdparty for any purpose. Weretain your contact information in a protected format and in a protected database that is only available to us. We will take commercially reasonable efforts to protect all personal information and email addresses shared with us.

We will not reveal the details of anydiscussion to any third party unless you give us explicit permission to do so. When discussing your contemplated transaction, we will only discuss sensitive details with you and the approved third parties, and no one else.

Occasionally, we may send you material that we think aligns with your interests and is related to the nature of our business. This may come as a mailing or e-mail. You can opt out of these mailings and emails at any time.

This policy is subject to change by us without notice, in our sole and absolute discretion.

## **Contact Information**

You can contact us about these Terms and Conditions andPrivacy Policy by email at [admin@aspectbrokers.biz](mailto:admin@aspectbrokers.biz).