

Terms and Conditions

(Effective 5/6/2023)

Welcome to MacRealtyTeam.net

These terms and conditions outline the rules, regulations, and conditions for the use of the MacRealtyTeam.net Website and related services and are a binding agreement between the user and MacRealtyTeam.net and contain warranty and liability disclaimers.

By accessing and using the MacRealtyTeam.net website you are unconditionally and irrevocably agreeing to these Terms and Conditions and Privacy Policy in full as detailed herein. If you decline to accept these Terms and Conditions do not use, access, or browse the MacRealtyTeam.net website. Please exit immediately.

The following terminology applies to these Terms and Conditions:

"You" and "Your" refers to you, the person accessing this website and accepting these Terms and Conditions.

"MacRealtyTeam.net", "We", and "Our", refers to Mark MacFarlane and MacRealtyTeam.net which is a website owned and operated by Mark MacFarlane

"Party", "Parties", or "Us", refers to both You, the person accessing this website that is hereby accepting the terms and conditions of MacRealtyTeam.net, and Mark MacFarlane as detailed herein.

"Agreement" refers to these Terms and Conditions and the Privacy Policy of MacRealtyTeam.net and Mark MacFarlane.

"Website" refers to the MacRealtyTeam.net website on the Internet at: <http://www.MacRealtyTeam.net>

Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

General Terms

By accessing and using MacRealtyTeam.net You agree to abide by all applicable local, state, national, and international laws and regulations. You also agree to conduct Yourself in a socially responsible manner and refrain from bullying, foul language, or any other disruptive or generally socially unacceptable behavior.

MacRealtyTeam.net is only for personal non-commercial use by U.S. residents aged 18 years and over. If You do not qualify, please immediately cease accessing the MacRealtyTeam.net Website. We reserve the right to refuse to allow access to the MacRealtyTeam.net Website to anyone, at any time, and for any reason or no reason, in our sole discretion.

Registered Services

Some of our services may be restricted to registered users. If You wish to use these additional services, You agree to register prior to MacRealtyTeam.net granting You access and shall provide accurate, current, and complete information, including Your name, address, telephone number, and email address. This information shall be periodically updated to keep it accurate.

Only the registered user shall access and use the registered account. You may not let another user use or access Your account or assign or sell Your account with MacRealtyTeam.net to anyone else. You are responsible for securing the confidentiality of Your user name and password and are directly responsible for all activity that occurs under Your user account. You must notify MacRealtyTeam.net immediately of any unauthorized use of Your account at Contact@MacRealtyTeam.net.

License

MacRealtyTeam.net grants You, the individual user, a limited, non-exclusive, non-transferable license to access and use the MacRealtyTeam.net Website.

All content and materials on Our Website, including, but not limited to text, images, audio, video, information, data, and computer code are the property of MacRealtyTeam.net or are licensed to MacRealtyTeam.net by third parties. All of Our content is protected by the U.S. and international intellectual property laws and treaties. You are permitted to access our content only through the non-commercial use of the MacRealtyTeam.net Website. Nothing in these Terms and Conditions grants You any license or right to use any of Our concepts, terms or proprietary terminology, or business concepts. We reserve all rights, titles, and interests not expressly granted under this license to the fullest extent permitted by law.

You must not:

Republish material from <http://www.MacRealtyTeam.net>

Sell, rent, or sub-license material from <http://www.MacRealtyTeam.net>

Reproduce, duplicate or copy material from <http://www.MacRealtyTeam.net>

Redistribute content from <http://www.MacRealtyTeam.net>

User Comments

Certain parts of the MacRealtyTeam.net Website may offer the opportunity for users to post and exchange opinions, information, material, and data ("Comments") in areas of the Website. MacRealtyTeam.net does not screen, edit, publish or review Comments prior to their appearance on the Website and Comments do not reflect the views or opinions of MacRealtyTeam.net, its agents, or affiliates. Comments reflect the view and opinion of the person who posts such a view or opinion. To the extent permitted by applicable laws MacRealtyTeam.net shall not be responsible or liable for the Comments or any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on Our Website. MacRealtyTeam.net reserves the right to monitor all Comments and to remove any Comments that it considers in its absolute discretion to be inappropriate, offensive, or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our Website and have all necessary licenses and consents to do so;

- The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary rights of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material or material which is an invasion of privacy; and
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant MacRealtyTeam.net a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of Your Comments in any and all forms, formats, or media.

Not Legal or Professional Advice

We are not attorneys and MacRealtyTeam.net is not engaged in rendering legal, tax, or other professional advice or services. We strongly encourage You to engage legal, tax, or other professionals to assist as You deem appropriate to review agreements and forms provided by MacRealtyTeam.net to You.

Unlimited Indemnification

You agree to indemnify, defend, and hold harmless MacRealtyTeam.net, its employees, directors, officers, agents, affiliates, contractors, and licensors from and against all losses, damages, expenses, and costs including reasonable legal fees arising out of or in any way related to:

- Violation or alleged violation by You of these Terms and Conditions or any applicable law;
- Your use and access to MacRealtyTeam.net, whether proper or improper;
- Comments posted on the MacRealtyTeam.net Website; and
- You infringe on the copyright or intellectual property rights of any party.

You agree not to settle any claims concerning Your use or misuse of the MacRealtyTeam.net Website claim or matter without the prior written consent of MacRealtyTeam.net. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification by You, and You further agree that You will cooperate fully in the defense of any such claims and reimburse MacRealtyTeam.net for the cost of such defense including reasonable legal fees and court cost.

Consent to Contact

If You provide a telephone number to MacRealtyTeam.net, You expressly agree that We may contact You at that number to offer You Our services, products, and promotions, including via text message and/or by using automated telephone technology. You acknowledge that standard message and data rates may apply. You can opt out of text messages by replying "STOP" to the sender and can request that We cease calling. You represent and warrant that You are the authorized subscriber or permitted user for the telephone number(s) You have provided. If You provide or have provided, an email or mail address to MacRealtyTeam.net, You agree that We may provide notices to You through such means as well as marketing and promotional material.

Hyperlinks

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations; and
- Online directory distributors list MacRealtyTeam.net in the directory.

These organizations may link to the MacRealtyTeam.net home page or our Website publications so long as the link:

- Is not in any way misleading;
- does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and
- Fits within the context of the linking party's site.

We may consider and approve, in our sole discretion, other link requests from other entities that We deem are ethical and in the best interest of MacRealtyTeam.net.

If a person or entity is interested in linking to our Website please send an email request to Contact@MacRealtyTeam.net. Please include your name, your organization name, contact information, as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URL(s) on our site to which you would like to link.

Pre-authorized organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Website or material being linked to that makes sense within the context and format of content on the linking party's site.
- The use of MacRealtyTeam.net's logo or other artwork is not permitted for linking without entering into a trademark license agreement with MacRealtyTeam.net and Mark MacFarlane.

All hyperlinks are subject to the following policies

Without the prior approval and express written permission from MacRealtyTeam.net, You may not create frames around our web pages or use other techniques that alter in any way the visual presentation or appearance of our Website.

We reserve the right at any time and in our sole discretion to request that You remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request.

We reserve the right to amend these Terms and Conditions and its linking policy at any time, in our sole discretion. By linking to our Website, You agree to be bound to and abide by these Terms and Conditions.

Services

MacRealtyTeam.net is in the business of listing homes for sale on the MLS and providing real estate agent services through the sponsoring broker Global Realty located at 704 E 15th Street, Plano, Texas 75074

Venue

The use of the MacRealtyTeam.net Website and these Terms and Conditions will be governed by the laws of the state of Texas, without regard to its provisions relating to conflict of laws.

Entire Agreement

This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of these Terms and Conditions and the Privacy Policy. This Agreement supersedes any prior written or oral agreements between the parties.

Assignment

We may assign, without Your consent, all or some of our rights or obligations under this Agreement to any party at any time without notice to You. You may not assign Your rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of MacRealtyTeam.net.

Severability

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Amendment

This Agreement may only be modified in writing by MacRealtyTeam.net, at their sole discretion.

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to MacRealtyTeam.net, 1316 Live Oak Lane, Savannah Texas 76227, or to the sponsoring broker, Global Realty 704 E 15th Street, Plano, Texas 75074.

Waiver of Contractual Rights

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Limited Liability

Under no circumstances or event shall MacRealtyTeam.net be held liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses, or expenses arising in connection with Your use of the MacRealtyTeam.net Website or Our services in connection with any failure of performance, errors, omissions, interruptions, defects, delays in operation, computer virus or system failures in any way related to Our Website, services or content. This includes but is not limited to the inaccuracy of any

reports, analyses, agreements, contract forms, or other documents available through or provided by MacRealtyTeam.net.

You agree that neither MacRealtyTeam.net, their employees, affiliates, or agents involved in the creation, production, and distribution of our services, is liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, punitive, or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from the use or attempted use of the MacRealtyTeam.net Website and the services We provide. This includes but is not limited to any claim or damage arising from failure of performance, omission, errors, interruption, defect, delay, theft, destruction, computer virus, unauthorized access to or alteration of personal records, or the reliance upon or use of data, information, opinions or other materials provided by MacRealtyTeam.net or accessed through Our Website.

It is further agreed that MacRealtyTeam.net is not liable or responsible for any defamatory, offensive, or illegal conduct of its users or any third parties.

Nothing in this Agreement shall affect warranties or legal rights which are incapable of exclusion or restriction under applicable local, state, or federal law.

Warranty and Assumption of Risk

You, the user, agree and acknowledge that to the fullest extent permitted by law the MacRealtyTeam.net Website, content, and Our Services are provided on an as-is, as-available basis, with all faults and without any warranties, express or implied. MacRealtyTeam.net, its agents, employees, and Our affiliates fully disclaim all warranties relating to our Website, content, and services including the implied warranty of merchantability, use of reasonable care, skill, fitness for a particular purpose, quality, title, non-infringement, accuracy, quiet enjoyment and value, and any warranty arising from trade, usage, and dealing.

The use of the MacRealtyTeam.net Website, services, and content are at Your discretion with the full knowledge of the risks involved. You are responsible and assume all risks from the use of the MacRealtyTeam.net Website, content, or any of Our services. This includes the risk of damage to data storage devices, mobile devices, computer systems, or other property You use to access our Website, whether owned, borrowed, or just used by You.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY MACREALTYTEAM.NET