

Exitence Commercial Brokers L.L.C.

Terms of Use

These Terms of Use (“Agreement”) outline the general terms and conditions for using the **Exitence.com** website (“Website” or “Service”) and all associated products and services (“Services”). If you are entering into this Agreement on behalf of a company or other legal entity, you confirm that you have the authority to bind that entity to this Agreement. In such cases, the terms “User,” “you,” or “your” refer to the entity. If you lack this authority or do not agree with the terms of this Agreement, you may not accept it and are not permitted to access or use the Website or Services. By accessing and using the Website and Services, you confirm that you have read, understood, and agreed to this Agreement. You also acknowledge that this Agreement constitutes a contract between you and EXITENCE, even though it is electronic and not physically signed, and governs your use of the Website and Services.

Table of Contents:

- Links to Other Resources
- Prohibited Uses
- Intellectual Property Rights
- Limitation of Liability
- Indemnification
- Severability
- Changes and Amendments
- Acceptance of Terms
- Contacting Us

Links to Other Resources

The Website and Services may include links to other resources (such as websites, mobile apps, etc.). However, we do not, directly or indirectly, imply approval, association, sponsorship, endorsement, or affiliation with such resources unless explicitly stated. We are not responsible for reviewing or evaluating the offerings of businesses or individuals linked to these resources and do not warrant their content, products, or services. We are not liable for the actions, products, services, or content of third parties. We recommend reviewing the legal statements and terms of use for any external resources you access through links on our Website. Accessing these external resources is at your own risk.

Prohibited Uses

In addition to other terms in this Agreement, you are prohibited from using the Website, Services, or content:

- a) for any unlawful purpose;
- b) to solicit others to engage in unlawful activities;
- c) to violate any laws or regulations;
- d) to infringe upon our intellectual property rights or those of others;
- e) to harass, abuse, insult, harm, defame, slander, discriminate, or intimidate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) to upload or transmit viruses or malicious code;
- h) to spam, phish, scrape, or engage in similar activities;
- i) for obscene or immoral purposes;
- j) to interfere with or bypass security features of the Website, Services, or third-party systems.

Violating these rules may result in the termination of your access to the Website and Services.

Intellectual Property Rights

“Intellectual Property Rights” refer to all current and future rights related to copyrights, trademarks, designs, patents, inventions, goodwill, and other intellectual property protections, whether registered or unregistered. This Agreement does not grant you any ownership of intellectual property held by EXITENCE or third parties. All rights, titles, and interests in such property remain exclusively with EXITENCE. Your use of the Website and Services does not grant you any rights to reproduce or use trademarks, service marks, or logos belonging to EXITENCE or third parties.

Limitation of Liability

To the maximum extent permitted by law, EXITENCE and its affiliates, directors, officers, employees, agents, suppliers, and licensors are not liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, revenue, goodwill, or business opportunities. The total liability of

EXITENCE and its affiliates is limited to either one dollar or the amount you paid to EXITENCE in the one-month period prior to the incident.

Indemnification

You agree to indemnify and hold harmless EXITENCE and its affiliates, officers, employees, agents, suppliers, and licensors from any liabilities, damages, or costs (including legal fees) arising from claims or disputes related to your content, use of the Website and Services, or any intentional misconduct.

Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of law, the remaining provisions will remain in effect and continue to govern the relationship between the parties.

Changes and Amendments

We reserve the right to update or modify this Agreement at any time. When changes are made, we will update the “last updated” date at the bottom of this document. Updated terms take effect immediately upon posting unless otherwise stated. Continued use of the Website and Services after changes constitutes your acceptance of the revised Agreement.

Acceptance of Terms

By using the Website and Services, you confirm that you have read, understood, and agreed to these terms. If you do not agree, you are not authorized to use the Website or Services.

Contacting Us

For questions, concerns, or complaints regarding this Agreement, please contact us at:

exitence@exitence.com

This Agreement was last updated on November 1st, 2024.