

# Terms of Use

Last Updated/Effective Date – June 24, 2024

Welcome to Capitol Broadcasting Company, Inc.’s real estate companies (herein “**CBC**,” “We”, “Us”, “Our”), and to our websites, online and mobile services and apps (collectively “**Services**”). All Services are owned, operated by, or affiliated with CBC.

BY ACCESSING THE SERVICES, YOU (“USER”) AGREE TO BE LEGALLY BOUND BY THE TERMS, CONDITIONS AND NOTICES INCLUDED IN THESE TERMS OF USE (“TERMS”), AND BY THE TERMS IN OUR ACCOMPANYING PRIVACY NOTICE. PLEASE READ THE TERMS AND [PRIVACY NOTICE](#) BEFORE USING OUR SERVICES.

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## 1. GENERAL RULES

Our Services are targeted to audiences age 18 and older, who live in the United States (“U.S.”). We are governed by and operate in accordance with the laws of the U.S. and the state of North Carolina. To access certain features of certain Services, you must be a registered user and provide your email address and a password. In using Our Services, you agree to the Terms and other posted guidelines for certain activities, such as “official rules,” and/or “additional terms and conditions.” If there is a conflict between the Official Rules, Additional Terms and Conditions, and these Terms, the official rules or additional terms and conditions will govern, unless stated otherwise.

We may change or update these Terms occasionally, without advance notice to you. For that reason, please review the Terms periodically. Updates are indicated through a change to the “Last Updated/Effective Date” posted at the top of this page. By continuing to use this Site or Service after changes are posted, you accept the modified Terms.

## 2. OUR CONTENT

All Content on Our Services, including text, scripts, graphics, photos, videos, sounds, music, software, interactive features and the like (collectively the “Content”) as well as the trademarks, service marks and logos (“Marks”) are owned by or licensed to CBC and subject to copyright and other intellectual property rights under U.S. and foreign laws and international conventions. Our Content may not be used, copied, stored, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited, in whole or in part, for any commercial

purposes without the prior written consent of CBC. We reserve all rights to the Content. You may link to Our online services and information so long as the Content is not altered, manipulated or reproduced.

Our apps may use location-based services that can locate, monitor and retain your approximate or precise current and past locations. These services should not be used or relied on as an emergency locator system, or for any other situation in which the inaccuracy or failure of the location-based service to operate properly could lead to personal injury, death, or property damage. You understand and acknowledge that We assume no responsibility or liability, in whole or in part, for any delayed, undelivered, or missed communication from our Services.

Certain Services offer the opportunity to license, lease or purchase commercial, retail or residential real property, or to rent space for corporate events, social gatherings and special occasions. All online property listing information and advertisements are subject to the possibility of omissions; errors; prior sale, lease or booking; change of price; other terms and conditions based on specific negotiations or lease agreements; or withdrawn without prior notice. Any opinions, projections, estimates or presumptions contained in our property listings are for example only and any such opinions, projections, estimates or presumptions may not represent the current or future performance of a listed property. We advise that you, your consultants and/or attorneys conduct your own investigation of any property listing prior to your participation in a transaction. You understand, acknowledge and agree that We have no legal liability for any incorrect online property listing or advertisement.

### **3. THIRD-PARTY LINKS**

The Services contain links to other websites and/or apps that are not owned or operated by CBC and are independent from our Services. Visiting such websites or apps is at your own risk. We are not responsible for the business practices, performance or quality of any products, services, content, or other materials made available on or offered through the linked websites or apps. If a dispute arises between User and a third party, User agrees that We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. A link to another website or app does not constitute Our endorsement of that website or app, nor of any product, service, content, or other material offered there.

### **4. HYPERLINKS AND INDEXING**

User is granted limited, non-exclusive permission to create and use a hyperlink to the home page of Our Services, so long as the link does not portray CBC, our Content or Services in a false, misleading, defamatory, or derogatory manner. We reserve the right to revoke this permission at any time and for any reason. Deep linking is strictly prohibited.

We do grant an exception for internet search engines and their AI capabilities (e.g., Google, Bing) and non-commercial public archives that comply with Our Terms, to use automated services to access the Services and Our Content. This exception is for the sole purpose of search engine indexing, not to cache or archive any such materials. We reserve the right to revoke this exception either generally or in specific cases, at any time.

### **5. PROHIBITED BEHAVIOR**

**5.1** Our Content and Services are intended for human consumption and understanding. We do not grant permission for our Content or Services to be used to develop or enhance Artificial Intelligence (“AI”) capabilities. By using the Services, you agree that you will not, nor encourage or allow anyone, human or non-human, to:

- Scrape or extract Content from our Services using any form of automated scraping, data mining, or extraction by AI systems and/or bots, including machine learning models, natural language processing algorithms, and any other technology designed to analyze, process, reproduce or learn from our Content and/or Services;
- Use the Services and/or Content to train artificial intelligence models or systems for language models, image recognition algorithms, or any other form of AI technology existing now or in the future; or
- Use the Services and/or Content as a reference, inspiration, or starting point for AI systems designed to produce derivative works or new content whether through AI-powered text generation, image synthesis, or any other form of AI-related content creation.
- CBC, in its sole discretion, reserves the right to allow a specified AI system and/or chatbot, that is preapproved by CBC, to use copyrighted Content for training.

**5.2** You also agree that you will not, nor encourage or allow anyone else to:

- Circumvent, disable or otherwise interfere with security related features of the Services; or
- Use or launch by automated means, including spiders, robots, crawlers, data mining tools, offline readers or the like to download data from the Services.

**5.3** For users who create an account with us, We will terminate any account that: (a) We believe has been created using false or fraudulent information; (b) uses language that We deem offensive or inappropriate; (c) violates these Terms or is inactive for an extended period. If you discover or suspect any unauthorized use of your password or account, you agree to immediately notify our [Privacy Administrator](#).

## **6. COPYRIGHT INFRINGEMENT NOTIFICATION PROCEDURE**

If you believe your intellectual property has been used on the Services without authorization in a way that constitutes copyright infringement, please notify us. [Click here](#) for instructions on how to do so.

If you have received a DMCA ‘takedown notice’ you may file a counter-notification via the instructions in the above link.

## **7. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

**NO WARRANTIES: YOU AGREE THAT BY USING THE SERVICES AND ANY MATERIAL OR INFORMATION AVAILABLE THROUGH THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SERVICES ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE**

MAKE NO REPRESENTATIONS OR WARRANTIES AS TO HOW ACCURATE, CURRENT OR COMPLETE INFORMATION MAY BE. NOR DO WE GUARANTEE THE SERVICES WILL BE ERROR-FREE, TYPO-FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES FOR (a) MERCHANTABILITY OR FITNESS OF SERVICES OR GOODS ADVERTISED ON OR ACCESSED THROUGH ANY LINKS THROUGH THE SERVICES, AND (b) ANY COPYRIGHT INFRINGEMENT.

LIMITATIONS ON OUR LIABILITY: UNDER NO CIRCUMSTANCES WILL WE OR THE CBC ENTITIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE, OR ANY PRODUCT, INFORMATION OR LINK TO, FROM OR ADVERTISED OR PROMOTED ON THIS SERVICES, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA). YOU AGREE THAT THE LIABILITY, IF ANY, OF THE CBC ENTITIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THIS SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, TO US FOR THE USE OF THIS SERVICES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY.

## **8. INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CBC ENTITIES, THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, EXPENSES, ACTIONS OR INVESTIGATIONS ARISING OUT OF THE USE OF THIS SERVICES BY YOU OR YOUR ACCOUNT. WE WILL NOTIFY YOU PROMPTLY OF ANY SUCH CLAIM AND ASSIST YOU, IF REQUESTED AND AT YOUR EXPENSE, IN DEFENDING ANY SUCH CLAIM. YOU MAY NOT SETTLE ANY CLAIM COVERED BY THIS SECTION WITHOUT OUR PRIOR WRITTEN APPROVAL. WE RETAIN THE RIGHT TO TAKE EXCLUSIVE CONTROL AND DEFENSE OF ANY CLAIM SUBJECT TO INDEMNIFICATION BY YOU. YOU WILL COOPERATE FULLY WITH US BY DECLARING ANY AVAILABLE DEFENSES.

## **9. MISCELLANEOUS**

(a) No Waiver. Our failure to exercise or enforce any of our rights or to enforce any provision of the Terms will not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that all other provisions of the Terms will remain in full force and effect.

(b) No Professional Advice. Any information supplied by an employee or agent for CBC is intended solely as general guidance on the use of the Services and does not constitute a waiver or modification of any of the terms in the Terms, or any legal, tax, accounting or other professional advice.

(c) Statute of Limitations. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms or use of this Services will forever be barred unless filed within one (1) year after such claim or cause of action arose.

(d) Choice of Law and Forum. Any dispute of any sort that might arise between you and CBC will be governed by the laws of North Carolina, without regard to its principles of conflict of laws. You and CBC submit to the exclusive jurisdiction of the state and federal courts in the Eastern District of North Carolina.

## **10. Contact Us**

We welcome any suggestions you may have to improve our Services. Please send us your feedback through the specific Service link [found here](#). If you have questions about the Terms please contact us via our [Privacy Administrator](#).

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