

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.JMARHomes.com, www.JMARRealty.com, www.JMARPro.com, and others as may be added in the future.** (the "Site"). This Site is owned and operated by JMAR LLC dba JMAR Homes. This Site is a real estate information and sales services.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of JMAR LLC dba JMAR Homes and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

JMAR LLC dba JMAR Homes and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless JMAR LLC dba JMAR Homes and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Commonwealth of Virginia.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and JMAR LLC dba JMAR Homes are unable to resolve any dispute through informal discussion, then you and JMAR LLC dba JMAR Homes agree to submit the issue before an arbitrator. The decision of the arbitrator will be final and binding. Any arbitrator must be a neutral party acceptable to both you and JMAR LLC dba JMAR Homes. The costs of any arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and JMAR LLC dba JMAR Homes agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(757) 621-6999

broker@JMARHomes.com

739 Thimble Shoals Blv, Ste 704-9, Newport News, VA 23606

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of January, 2024