

# Terms of Service

These are the RealEstateBulletin.ca terms of service. The rules of the site are designed for the benefit of all members. In case of uncertainty, all members are provided these simple guidelines to help with successful and profitable operation of Real Estate Bulletin for all. Any published post that is in violation of the Terms of Service may be adjusted by Real Estate Bulletin editors without notice, in an effort to adhere to the spirit of the Terms of Service. For member convenience, resultant conforming posts will be scheduled for publication as intended, without further notice.

By using the RealEstateBulletin.ca website ("Service"), a service of JOLT Marketing Inc, ("JOLT"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Real Estate Bulletin reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time here.

Violation of any of the terms below may result in the termination of your Account without refund. While Real Estate Bulletin prohibits such conduct and Content on the Service, you understand and agree that Real Estate Bulletin cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

## **Account Terms**

**(1)** You must be 13 years or older to use this Service.

- (2)** You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- (3)** You must have a valid Facebook login and email registered with the service at all times.
- (4)** Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.
- (5)** You are responsible for maintaining the security of your account and password. Real Estate Bulletin cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- (6)** You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).
- (7)** You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

### **Payment, Refunds, Upgrading and Downgrading Terms**

- (1)** A valid credit card is required for your account, and will be logged in advance of your 14-day Free Trial.
- (2)** If you initially sign up for an account, and you don't cancel that account within 14 days, you will be billed up-front for the service period you have requested, starting on the 14 day after your account was initially created. If you cancel prior to the processing of your first invoice on the 14 day, you will not be charged.
- (3)** The Service is billed in advance and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

**(4)** All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

**(5)** Once the current plan (for example, a six month plan, or 12 month plan) of your Real Estate Bulletin social media service expires, your subscription is automatically renewed for the same term, unless you email [info@RealEstateBulletin.ca](mailto:info@RealEstateBulletin.ca) and ask for your service not to renew.

**(6)** If you are on the Annual or Bi-Annual plan when your plan auto-renews and it's not possible to charge your credit card in full again, you will automatically be switched to a monthly plan, and charged for months used before your account is deactivated.

**(7)** Thirty days prior to auto renewing your plan an automated renewal email will be sent to the preferred email account you provided. JOLT Marketing Inc. does not take any responsibility for messages not received due to server issues, spam filters or general delivery issues.

## **Cancellation and Termination**

**(1)** You are solely responsible for properly cancelling your account. To cancel your account please email [info@RealEstateBulletin.ca](mailto:info@RealEstateBulletin.ca) and request we cancel your service.

**(2)** All of your Content will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled.

**(3)** If you cancel the Service before the end of your current paid up term, your cancellation will take effect immediately and you will not be charged again.

**(4)** Real Estate Bulletin, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Real Estate Bulletin service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your

Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account. Real Estate Bulletin reserves the right to refuse service to anyone for any reason at any time.

**(5)** If you cancel your account and then choose to re-register, you will not be given preferential access to Real Estate Bulletin in your territory, and may have to join a waiting list if your territory is at its maximum limit of available memberships.

**(6)** If you cancel your account and then choose to re-register, you will not be given a free trial period again.

### **Modifications to the Service and Prices**

**(1)** Real Estate Bulletin reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

**(2)** Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the RealEstateBulletin.ca website or the Service itself.

**(3)** Real Estate Bulletin shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

### **Copyright and Content Ownership**

**(1)** All content posted on the Service is must comply with U.S. or Canadian copyright law, depending on jurisdiction.

**(2)** We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.

**(3)** Real Estate Bulletin makes its best effort to pre-screen Content, but Real Estate Bulletin and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

**(4)** The look and feel of the Service is copyright ©2016 JOLT Marketing Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from JOLT.

### **General Conditions**

**(1)** Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

**(2)** Technical support is only provided to paying account holders and is only available via email and phone.

**(3)** You understand that Real Estate Bulletin uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

**(4)** You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Real Estate Bulletin, or any other Real Estate Bulletin service.

**(5)** You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Real Estate Bulletin.

**(6)** We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

**(7)** Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Real Estate Bulletin customer, employee, member, or officer will result in immediate account termination.

**(8)** You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**(9)** You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

**(10)** You must not transmit any worms or viruses or any code of a destructive nature.

**(11)** Real Estate Bulletin does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

**(12)** You expressly understand and agree that Real Estate Bulletin shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Real Estate Bulletin has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

**(13)** The failure of Real Estate Bulletin to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or

provision. The Terms of Service constitutes the entire agreement between you and Real Estate Bulletin and govern your use of the Service, superseding any prior agreements between you and Real Estate Bulletin (including, but not limited to, any prior versions of the Terms of Service).

**(14)** Questions about the Terms of Service should be sent to [info@joltmarketing.com](mailto:info@joltmarketing.com)

**Note:** All Terms of Service are subject to change without advanced notice, and any changes will be posted here. Please check back before posting if you're concerned that your post may not conform to the Terms of Service.