

Terms of Use Agreement

By clicking the checkbox preceding the statement, "I agree to the Terms of Use," I agree, as consideration for access to and use of the services available to me at this website, to make the representations and warranties, and abide by the terms and conditions set forth in the following Terms of Use agreement:

1. I represent and warrant that I am over the age of majority, legally competent to make this Agreement, and a bona fide buyer or seller of real estate who is not a party to an exclusive brokerage services agreement with any other real estate broker or firm and that I am not an active real estate licensee;
2. I hereby grant the independently owned and operated Prudential Real Estate franchisee ("Prudential Connecticut Realty") my express written consent to engage in unsolicited communications with me until such time as I choose to withdraw from 24/7 Services by selecting to opt out or unsubscribe from that service. Such unsolicited communications may take place by email at the email address I used for registration, or at any alternative email address that I may provide to Prudential Connecticut Realty in the future;
3. When conducting a search for available properties for sale or rent, I agree to enter property search criteria (such as price range, location, and other features) that are a good faith representation of the types of properties that I am interested in, and financially capable of acquiring or leasing, or that represent properties similar to the property I have available for sale or lease. I understand that Prudential Connecticut Realty will limit the number of properties displayed to me in response to my search requests based upon Prudential Connecticut Realty's sole determination of the reasonable number of properties appropriate to be displayed in response to a single search request, given existing market conditions, total number of matching listings in the MLS database compilation, and other "reasonable use" restrictions deemed appropriate by Prudential Connecticut Realty, which may vary from market to market and from time to time;
4. I agree that, as between Prudential Connecticut Realty and me, any electronic or printed real estate listing data, or other content derived from the Prudential Connecticut Realty website ("Site Materials"), constitute the copyrighted and proprietary property of Prudential Connecticut Realty or third parties from whom Prudential Connecticut Realty has secured permission to display such Materials on Prudential Connecticut Realty's website. I will use these Site Materials solely for my private and non-commercial use in conjunction with my evaluation of a potential real estate transaction to which I may, in good faith, become a party. I will not copy, commercialize, sell, license, swap, or otherwise make the Site Materials available to any third party, nor will I assist others in doing so;
5. I will use my best efforts to cooperate with Prudential Connecticut Realty on reasonable terms and conditions in the event Prudential Connecticut Realty deems it necessary to seek to enjoin or otherwise prohibit the unauthorized use of the Site Materials by a third party, which use may have resulted from my access to the Prudential Connecticut Realty website;

6. PRUDENTIAL CONNECTICUT REALTY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER CONCERNING THE ACCURACY OR RELIABILITY OF THE LISTING DATA OR ANY OTHER SITE MATERIALS ACCESSIBLE FROM THE PRUDENTIAL CONNECTICUT REALTY WEBSITE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. I AGREE THAT ANY AND ALL SITE MATERIALS, INCLUDING ANY LISTING DATA IS PROVIDED TO ME IN AN "AS IS" CONDITION;
7. I AGREE THAT PRUDENTIAL CONNECTICUT REALTY SHALL NOT BE LIABLE TO ME FOR ANY DAMAGES OF ANY KIND WHATSOEVER BY REASON OF MY RELIANCE UPON, OR USE OF, THE SITE MATERIALS, INCLUDING ANY COMPENSATORY, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR FINES OR ASSESSMENTS;
8. I agree to defend, indemnify, and hold harmless Prudential Connecticut Realty from any damages, costs, and expenses, including attorneys fees and litigation costs and expenses at trial or on appeal, arising from any claim by a third party based upon my use or display of the Site Materials;
9. I agree that my unauthorized use of the Site Materials will cause injury to Prudential Connecticut Realty that cannot adequately be remedied by money damages, and that Prudential Connecticut Realty shall be entitled to preliminary or permanent injunctive relief to enjoin my unauthorized use of the Site Materials, which injunctive relief shall be in addition to any other remedies available to Prudential Connecticut Realty at law. If Prudential Connecticut Realty is successful in securing a preliminary injunction order against me, I waive any obligation of Prudential Connecticut Realty to post a security bond in conjunction therewith;
10. I understand that Prudential Connecticut Realty has not entered into any form of fiduciary or brokerage relationship with me solely by granting me access to, and use of, the Site Materials available on the Prudential Connecticut Realty website. Any form of fiduciary or brokerage relationship between Prudential Connecticut Realty and me shall not exist unless and until a Prudential Connecticut Realty agent shows me property available for sale or lease, or I request a Prudential Connecticut Realty agent to assist me in procuring a real estate sales or lease contract on terms acceptable to me for the purchase, rental, or sale of a parcel of real estate;
11. I understand that at such time as a Prudential Connecticut Realty agent shows me property available for sale or lease, or I request a Prudential Connecticut Realty agent to assist me in arranging a real estate transaction, to which I am a party, I will be entering into a brokerage relationship with Prudential Connecticut Realty in which Prudential Connecticut Realty will be assuming certain duties and obligations relating to the services it will be rendering to me during the course of that relationship. The Prudential Connecticut Realty Brokerage will assign an agent to represent me as a buyer's agent if I choose to purchase a property through Prudential Connecticut Realty. A Prudential Connecticut Realty agent will disclose to me the nature and extent of those duties and obligations no later than

at the time I enter into a brokerage relationship with Prudential Connecticut Realty;

12. Notwithstanding Paragraphs 10 and 11, I agree that by reason of my accessing the Site Materials available on the Prudential Connecticut Realty website, I have become a bona fide customer of Prudential Connecticut Realty who is seeking information about real estate brokerage services relating to my potential purchase, lease, or sale of real estate of the type, location, and price range specified in any searches I have performed, or will perform, using the Site Materials and the functionality available to me at the Prudential Connecticut Realty website;
13. I agree that this Terms Of Use Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made and performed entirely in the State. Any suit brought by either Party to enforce the terms and conditions of this Terms Of Use Agreement shall be brought in the state or federal courts that have jurisdiction over the City of Newark, New Jersey. I agree not to contest the personal jurisdiction of such courts. If Prudential Connecticut Realty prevails in any suit against me to enforce its rights under this Terms of Use Agreement, I agree that the Court may enter an award on behalf of Prudential Connecticut Realty and against me for Prudential Connecticut Realty's reasonable attorney's fees, costs, and litigation expenses associated with such suit, or the appeal of any judgment or award rendered on behalf of Prudential Connecticut Realty;
14. I agree that I will not attempt to contact the seller of any property that I have identified by using Prudential Connecticut Realty's website and that I will not attempt to enter onto any such property except through an appointment arranged by an agent.
15. In the event this Agreement is terminated for any reason, other than its extension, renewal, or replacement by a subsequent agreement between the parties, the following paragraphs shall survive: 1, 2, 4, 5, 6, 7, 8, 9, 10, 13, 14, and 15.