

Terms and Conditions

Welcome to Commercial.dwightandrus.com. The Commercial.dwightandrus.com website ("Commercial.dwightandrus.com" or this "Site") is comprised of various web pages operated by Dwight W. Andrus Real Estate, L.L.C. ("Broker"). Broker is a licensed real estate agency located in Lafayette, Louisiana. Commercial.dwightandrus.com is operated by Broker as part of its real estate brokerage and listings business in the State of Louisiana, United States of America. This Site is intended solely for persons at least 18 years of age (or the applicable age of majority if the age of majority in the user's place of residence is higher than 18) who are interested in buying, selling or leasing real estate located in those areas of the State of Louisiana served by Broker.

The terms and conditions for the use of this Site are described below. Your access to or use of this Site constitutes your agreement to the terms, conditions, notices and disclaimers contained in this document and elsewhere on this Site (the "Terms and Conditions"), and the Terms and Conditions constitute a legally binding contract between you and Broker. If you do not wish to be bound by these Terms and Condition, please do not visit or use this Site or any page of this Site. If you are unsure whether any contemplated use or action is permitted, please email us for assistance. Please be advised that Broker intends to exercise its rights under the Terms and Conditions to immediately deny access, without notice, to any person who has used our Site in a manner that is disruptive or is otherwise in violation of the Terms and Conditions.

- 1. Use of Site.** You are granted a non-exclusive, non-transferable, revocable license to access and use Commercial.dwightandrus.com strictly in accordance with these Terms and Conditions. You may access, download and print materials on this site solely for your personal and non-commercial use. You may not modify, copy, reproduce, distribute, transmit, display, perform, publish, license, create derivative works from, frame in another web page, use on any other web site, transfer or sell any information, software, lists of users, property listings, databases or other lists, products or services obtained from this Site (the "Site Materials"). The foregoing prohibitions expressly include, but are not limited to, the practices of "screen scraping" or "database scraping" to obtain property listing or other information. If and when requested by Broker, you agree to provide true, accurate and complete user information and to refrain from impersonating or falsely representing your affiliation with any person or entity. Your use of this site is subject to all applicable federal, state and local laws and regulations.
- 2. Privacy.** Your use of this Site is subject to our Privacy Policy. Please review our Privacy Policy, which also governs this Site and informs users of our data collection practices. A link to our Privacy Policy can be found at the bottom of each page on the Site.
- 3. Electronic Communications .** Visiting Commercial.dwightandrus.com or sending emails to Broker constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on this Site, satisfy any legal requirement that such communications be in writing. For the requirements for giving notices to Broker, see Section 19 of these Terms and Conditions below.
- 4. Your Account.** If you create an account on this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Broker is not responsible for third party access to your account that results from theft or misappropriation of your account. Broker and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

5. Children Under Thirteen. Broker does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the legal age of majority in the jurisdiction or place in which you reside, you may not use Commercial.dwightandrus.com.

6. Links to Third Party Sites/Third Party Services. Commercial.dwightandrus.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Broker and Broker is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Broker is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Broker of this Site or any association with its operators.

Certain services made available via Commercial.dwightandrus.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the Commercial.dwightandrus.com domain, you hereby acknowledge and consent that Broker may share such information and data with any third party with whom Broker has a contractual relationship to provide the requested product, service or functionality on behalf of Commercial.dwightandrus.com users and customers.

7. No Unlawful or Prohibited Use. As a condition of your use of this Site, you warrant to Broker that you will not use this Site for any purpose that is unlawful or prohibited by these Terms and Conditions. You agree not to do any of the following:

- Contact or attempt to contact the seller of any property that you have identified by using this Site and you agree that you will not attempt to enter onto any such property except through an appointment arranged by the listing agent or an agent of Broker.
- Use the site, Site Materials or any related site for any purpose which is not specifically authorized or which is in any way contrary to applicable law.
- post, upload or otherwise transmit to the site any information, content or data not related to appropriate subject matters.
- post, upload or otherwise transmit to or through the site any information, content or data which is misleading to others, including consumers.
- post, upload or otherwise transmit to or through the site any information, content or data that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- post, upload or otherwise transmit any information, content or data that you do not have a right to post and transmit under any law or under contractual relationships.
- post, upload or otherwise transmit any information, content or data, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- post, upload or otherwise transmit any information, content, data or materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

- intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.
- Misrepresent your identity, affiliation or purpose in using the site or Site Materials.
- Without the express permission of Broker, attempt to obtain access to password protected, secure or non-public areas of this site.
- Attempt to circumvent user authentication or security of any server, host, network or account ("hacking" or "cracking"). This includes accessing data not intended for the public or any unauthorized user, logging into a server or account the user is not expressly authorized to access or probing the security of other networks. Unauthorized individuals attempting to access prohibited areas of this site may be subject to prosecution.
- Attempt to interfere with service to any user, host, or network. This includes any attempts to damage, disable or impair this Site, "denial of service" attacks, "flooding" of networks, deliberate attempts to overload or overburden any server, application, or service, attempts to "crash" this Site or a host, and attempts interfere with any other party's use and enjoyment of this Site
- Engage in harassment in the use of email or web based contact forms, whether through language, frequency, or size of messages, including mailbombing or flooding a user or this Site with very large or numerous pieces of email.
- Send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the user must not send that person any further email.
- Forging of email header information.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Site.

8. Intellectual Property. All content included as part of on this Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on this Site ("Broker Content"), is the property of Broker or its licensors or suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on this Site. Broker Content is not for resale. Your use of this Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Broker and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Broker or our licensors except as expressly authorized by these Terms and Conditions.

9. International Users. This Site is controlled, operated and administered by Broker from our offices within the State of Louisiana, USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Broker Content accessed through Commercial.dwightandrus.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

10. MLS Disclosure and Disclaimer as to Accuracy of Property Listing Information.



The data relating to real estate for sale on this Site may come in part from the IDX Program of the Realtor® Association of Acadiana' MLS. Real Estate listings held by brokerage firms other than Broker are marked with the MLS approved icon for IDX (a little black house). Copyright © 2017 REALTOR® Association of Acadiana MLS. All rights reserved.

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT ANY AND ALL INFORMATION PROVIDED WITH RESPECT TO PROPERTIES LISTED FOR SALE OR LEASE ON THE SITE, WHETHER ORIGINATING FROM BROKER, OTHER BROKERAGE FIRMS OR ANY MULTIPLE LISTING SERVICE, IS DEEMED RELIABLE BUT IS NOT GUARANTEED AND SHOULD BE INDEPENDENTLY VERIFIED BY YOU. BROKER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, USEFULNESS OR EFFECTIVENESS OF ANY INFORMATION PROVIDED, AND YOU HEREBY AGREE THAT NEITHER THE LISTING BROKER(S) NOR BROKER SHALL BE RESPONSIBLE FOR ANY INACCURACIES, ERRORS, OR MISTAKES WITH RESPECT TO SUCH INFORMATION. ALL PROPERTIES ARE SUBJECT TO PRIOR SALE AND ALL PROPERTY LISTINGS ARE SUBJECT TO CHANGE OR WITHDRAWAL WITHOUT PRIOR NOTICE. SCHOOL ASSIGNMENTS ARE SUBJECT TO CHANGE. PLEASE CONSULT WITH THE APPROPRIATE SCHOOL SYSTEM FOR STUDENT ASSIGNMENT.

Internet Data Exchange ("IDX") information and other real estate listing information provided by any multiple listing service or by Broker through this Site is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify properties consumers may be interested in purchasing.

11. Relationship. Broker does not enter into a fiduciary or real estate brokerage relationship with you or represent you in connection with the purchase, sale or lease of real estate, solely by providing or granting access to the information and services available on this Site, or as a result of your use of this Site or the services available on this Site. You understand and agree that no real estate brokerage or agency relationship will exist between Broker and you unless and until you ask an authorized Dwight Andrus real estate salesperson to provide you with specific services or assistance in purchasing or leasing real estate meeting your specified criteria, and such salesperson agrees to do so, or you enter into a listing agreement with Broker to list your property for sale or lease, or a written buyer representation agreement or another specific agreement for services. Broker has adopted designated agency as defined by applicable Louisiana law as its form of agency relationship with clients. For more information about designated agency and working with real estate agents, see the Louisiana Real Estate Commission's Customer Information Pamphlet entitled "What Customers Need to Know When Working With Real Estate Brokers or Licensees" available at this link: <https://www.lrec.state.la.us/files/AgencyDisclosurePamphlet.pdf>.

12. No Legal Advice. As a licensed real estate broker, Broker may provide explanations of certain real estate terms and practices, but Broker does not give legal advice, and no information on this Site should be considered legal advice. Real estate transactions can be very legally complex. If you have any questions about your legal rights or those of any other person based on or arising out of any information, explanations, content, forms, procedures or terminology on this Site, please consult an attorney at law.

13. Indemnification. You agree to indemnify, defend and hold harmless Broker, its officers, directors, employees, agents, contractors and insurers, for any claims, demands, judgments, losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use

of or inability to use this Site or services, any user postings made by you, your violation of any of these Terms and Conditions or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Broker reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Broker in asserting any available defenses.

14. Class Action Waiver. Any law suit or legal proceedings under these Terms and Conditions will take place on an individual basis; class actions, class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Broker agree otherwise, the court may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15. Liability Disclaimer. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. DWIGHT W. ANDRUS REAL ESTATE, L.L.C. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

DWIGHT W. ANDRUS REAL ESTATE, L.L.C. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. DWIGHT W. ANDRUS REAL ESTATE, L.L.C. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DWIGHT W. ANDRUS REAL ESTATE, L.L.C. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DWIGHT W. ANDRUS REAL ESTATE, L.L.C. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

16. Termination/Access Restriction. Broker reserves the right, in its sole discretion, to terminate your access to this Site and the related services or any portion thereof at any time, without notice. Broker may take down, terminate or discontinue this Site at any time for any reason without notice.

17. Applicable Law/Jurisdiction and Venue of Legal Proceedings. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Louisiana applicable to contacts

made and performed in Louisiana, but without regard to the choice of law and conflicts of law provisions thereof, and you hereby consent to the exclusive jurisdiction and venue of courts in Louisiana in all disputes arising out of or relating to the use of this Site. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, without limitation, this section.

18. Changes to Terms and Conditions. Broker reserves the right, in its sole discretion, to change the Terms and Conditions under which Commercial.dwightandrus.com is offered. The most current version of the Terms and Conditions will supersede all previous versions. Broker encourages you to periodically review the Terms and Conditions to stay informed of our updates.

19. Notices relating to these Terms and Conditions, Broker's Services or any Claim, Demand or Dispute. Any and all notices to Broker regarding any claim, demand or dispute relating to or arising out of these Terms and Conditions or any claimed breach or violation of these Terms and Conditions, or your use of this Site, or any information contained on this Site, any services of Broker provided through this Site, must be in writing to have any legal effect and must be given in one of the following ways: (1) by mailing such notice via United States registered or certified mail, return receipt requested, postage prepaid and properly addressed to Broker at the physical street address listed below or (2) by depositing such notice with a recognized national overnight courier service, delivery charges prepaid and properly addressed to Broker at the physical street address listed below. Any notice emailed to Broker will not have any legal effect and will not be deemed to have been given unless and until a printed paper copy of the notice is also given via one of the methods specified above. Notices to Broker sent by one of the authorized methods specified above shall be deemed given upon receipt of the notice by Broker as evidenced by the return receipt of the Postal Service or confirmation of delivery by the courier service.

Broker's address for Notices:

Dwight W. Andrus Real Estate, L.L.C.
Attention: Manager
500 Dover Boulevard, Suite 110
Lafayette, Louisiana 70503

Broker may change its physical address for notices or the method or manner of giving of notices to Broker at any time and from time to time in an update or revision to these Terms and Conditions.

Notices to any user of this Site may be given by Broker to any email address provided by the user to Broker or by mailing such notice via United States registered or certified mail, return receipt requested, or via a recognized national overnight courier service, postage or delivery charges prepaid and properly addressed to the user at any mailing address provided by the user to Broker or, if no address was provided, to the last known address of the user. Any such notice given by one of the specified methods shall be deemed given two (2) business days after sending or mailing.

20. Entire Agreement. Unless otherwise specified herein, these Terms and Conditions constitute the entire agreement between the user and Broker with respect to this Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Broker with respect to this Site. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

21. Additional Legal Terms and Conditions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Broker as a result of this agreement or use

of this Site. Broker's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Broker's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Site or information provided to or gathered by Broker with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Any ambiguity in these Terms and Conditions shall not be interpreted against Broker as the party who furnished same, but shall be interpreted in accordance with the other applicable rules of interpretation of contracts under Louisiana law.

22. Effective Date. These Terms and Conditions are effective as of June 16, 2017.