

Terms of Use

Last Updated: October 25th, 2024

1. Acceptance of the Terms of Use

These terms of use are entered into by and between you and VORO Real Estate, Inc. and its affiliate and subsidiary companies (collectively, “we”, “our” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of our website(s) (the “Website”), including any content, functionality, and services offered on or through our website(s) (collectively, and together with the Website, the “Services”). The Services contain material such as software, text, graphics, displays, images, photographs, audio, video, and other material, including without limitation the design, selection and arrangement thereof (collectively, the “Content”) provided by or on behalf of us.

Please read the Terms of Use carefully before you start to use the Services. BY USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR [PRIVACY POLICY](#) INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SERVICES.

THESE TERMS OF USE CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY AGREEING TO THESE TERMS OF USE AND THE ARBITRATION AND CLASS ACTION WAIVER PROVISION, YOU WAIVE YOUR RIGHT TO BRING A LAWSUIT IN COURT.

The terms “you” and “your” refer to an individual registering with or accessing any or all of the Services. You represent that you have the full right, power, and authority to enter into and perform these Terms of Use without the consent of any third party.

We fully support the principles of the Fair Housing and the Equal Opportunity Act.

2. Changes to the Terms of Use

We may revise, update, or replace these Terms of Use from time to time in our sole discretion and without notice. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out herein will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Use of the Services

A. Eligibility

You represent and warrant that you are at least eighteen (18) years of age and that you have the right, authority, and capacity to enter into, perform your obligations under, and abide by these Terms of Use. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change their eligibility criteria at any time. You are solely responsible for ensuring that your use of the Services under these Terms of Use is compliant with all laws, rules, and regulations applicable to you. The right to access the Services is revoked where use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule, or regulation. Further, unless otherwise mutually agreed in writing, the Services are offered only for your use and not for the use or benefit of any third party; and in any event, each person receiving the benefit of the Services must agree to and abide by these Terms of Use as a condition to our obligations.

B. Non-U.S. Users.

The owner of the Website and the provider of the Services is based in the United States of America. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law. By providing information in connection with the Services, you consent to the transfer of your information to, and storage of your information in, the United States, the laws of which may not be as stringent as the laws of the country in which you reside.

C. Accounts.

To utilize certain Services, you may be required to register and maintain an account ("Account"). You are responsible and liable for all activities conducted in connection with your Account, for maintaining the security of your username and password, and for the accuracy of all information relating thereto, including contact, technical and payment information, and your login credentials. You will promptly (i) update any Account information when it changes, and (ii) notify us of any unauthorized use of your Account, including any security or data breach. You should never publish, distribute, or post login information for your Account. You will not allow an Account to be shared or used by more than one individual. By providing us with your email address you consent to us sending you Services-related notices.

If you choose to link, create, or log in to your Account with a social media service (e.g., Facebook), or if you engage with a separate app or website that communicates with the Services (e.g., Google), you also will be subject to that third party's terms of use and privacy policy. Such third-party services are not under our control, and we expressly disclaim any liability for their actions.

D. Prohibited Uses.

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree you will not engage in any of the following activities:

- Access or use the Services or Content to collect any market research for a competing business;

- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Services;
- Cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Services;
- Use any robot, spider, scraper, or other automated means to access or collect data from the Services for any purpose without our express written permission;
- Sublicense, sell, transfer, assign, distribute, republish, rent, lease or transmit in any form or by any means any part of the Services;
- Use, modify, copy, or create derivative works from the Services or our proprietary trademarks, trade names, logos, trade dress, slogans, designs, and service marks ("Marks") without our written permission, including without limitation using automated or manual means to access Content from the Services;
- Frame, mirror, embed or otherwise incorporate any portion of the Services in any other service or product;
- Remove, obscure, or alter any intellectual property rights notice related to any part of the Services or Marks;
- Send or store unsolicited, infringing, harassing, obscene, threatening, harmful, defamatory, or otherwise unlawful content;
- Facilitate the introduction, transmission or use of any: (a) malicious, harmful, or hidden code (including malware, viruses, worms, and Trojan horses); (b) traps, time bombs, time locks, or other code with a latent ability to disable or cripple software or services; or (c) code that would allow any party to interfere with, disrupt, deactivate, delete, damage, modify, access, or otherwise impede the Services or any portion thereof;
- Interfere with, disrupt, or overburden the integrity or performance of the Services, or interfere with any other use of the Services;
- Attempt or assist others to attempt to gain unauthorized access to the Services or its related systems or networks; or
- Use the Services in any way not expressly authorized by these Terms.
- Post any User Content that:
 - Infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity

or violates any law or contractual duty (see our [DMCA Copyright Policy](#));

- You know is false, misleading, untruthful, or inaccurate; is unlawful, threatening, discriminatory, hateful, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, or profane; contains or depicts nudity or sexual activity; promotes bigotry, racism, hatred, or harm against any individual or group; or is otherwise inappropriate as determined by us in our sole discretion;
- Constitutes unauthorized or unsolicited advertising, junk, or bulk e-mail (i.e., spamming);
- Impersonates, bullies, stalks, or intimidates any person or entity, including any of our employees or representatives, or falsifies or misrepresents yourself or your personal information; or
- Includes any confidential information, violates the rights of others (including, without limitation, the rights of publicity and privacy and rights under a contract), or otherwise contains any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms of Use.

E. Agent Users.

If you are an agent affiliated with us ("Agent"), you may use the Services as well as other support services and tools (collectively "Agent Services") in exchange for payment of certain fees and subject to a separate written agreement between you and us and any additional terms of use associated with the Agent Services (collectively, the "Brokerage Agreement"). If an Agent uses our Agent Services, we may collect credit card, debit card, or other payment information for payment of such fees only. Recurring credit/debit card payments from Agents are processed securely through a third-party, Intuit QuickBooks Merchant Payments (<https://connect.intuit.com/payor-terms-of-service>). Please review the terms of service for rights and restrictions. If any terms of the Brokerage Agreement conflict with any of the terms of these Terms of Use, the terms of the Brokerage Agreement shall prevail. Any fees charged by us are subject to change from time-to-time in our sole discretion. In the

event of a change in fees, we will attempt to notify Agent in advance of the change by sending an email to the email address associated with Agent's account. Any user other than an Agent affiliated with us that holds any type of real estate license, including without limitation a brokers', associate brokers', or salespersons' license must immediately advise us before that user may access any password-protected material including, but not limited to, listing data or other data compilations. We reserve the right to deny or terminate access to any real estate licensee who is not an Agent, except for the real estate licensee's limited purpose of accessing the Website for verifying compliance with MLS/RLS rules.

F. Service Changes; Suspension.

We reserve the right to withdraw, amend, or stop the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict or suspend access to some or all the Services to users, including registered users. Your continued use of the Services after any change or limitation constitutes your acceptance thereof.

G. Monitoring

We have the right, but not the obligation, to review and monitor your use of the Services at any time, with or without notice, to ensure compliance with these Terms of Use.

H. Your Representations

You represent and warrant that you:

- are entitled to grant the rights and licenses to your User Content under these Terms of Use and none of your User Content will infringe any party's intellectual property rights or violate applicable law;
- will not sublicense, sell, license, assign, or transfer to any party any information obtained through the Services or engage in any other commercial exploitation of the Services;
- have the right and authority to enter into these Terms of Use, and that by entering into or executing your obligations under these Terms of Use, you will not be in breach or violation of the terms of any agreement with or obligation to any third party;

- are a prospective purchaser or seller of real property in the geographic areas where we are licensed and operating with a bona fide interest in the purchase or sale of such real property;
- have not signed any agreement with a real estate broker that would prevent you from using us as your sole and exclusive broker, and you do not have a contract or agreement with any third party that would interfere with our representation of you;
- will limit your search on the Services to properties within your anticipated purchase ability or price range and to the properties that meet your other criteria;
- will not (a) contact the owner or seller of any property from information gained through the Services or (b) attempt to enter the property or speak with an owner or seller without an appointment set by us;
- will abide by all copyright restrictions placed on the content of the Services including, but not limited to, any material or data compilations where we or others may hold the copyright;
- agree that we may also represent other prospective buyers seeking to purchase properties that may meet your criteria; and,
- authorize us to review and provide copies of various documents in any of your transactions relating to the Services, including without limitation home inspection reports and closing papers.

I. Property Data Restrictions

In addition to other restrictions herein, for the avoidance of doubt, all property data provided through the Services is for your personal, sole and private, non-commercial use and not available for redistribution, retransmission or copying. You may not sell or use such data for any purpose, other than the purpose of attempting to evaluate properties or properties for sale or purchase. You acknowledge that the MLS/RLS data through the Services is owned by the respective MLS/RLS, and you acknowledge the validity of the MLS's/RLS's copyright to such data.

J. User Content

All listing, rental, or sales information, and other content added, created, uploaded, submitted, distributed, or posted in connection with the Services or otherwise provided by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete,

up-to-date, and in compliance with all applicable laws, rules, and regulations. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. We reserve the right to change, condense or delete any content, information, or other materials on the Services, including User Content. If you or any permitted user under your account provides us with feedback, comments, and suggestions with respect to the Services or our goods and services ("Feedback"), you hereby agree that we will be free to use, reproduce, disclose, and otherwise exploit all such Feedback in perpetuity without compensation or attribution to you or any third party.

4. Compliance Services

We do not provide compliance services. You agree that the Services are provided for your convenience only, and not for purposes of enabling you to meet your obligations under applicable law or third-party agreements. You are solely responsible for ensuring compliance with such obligations.

5. Intellectual Property Rights

Except as expressly provided herein, the Services, Content, and Website are owned by us, our affiliate and subsidiary companies, and our and their licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material through our Services.

No right, title, or interest in or to the Services or any of the Content is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

You must not use our Marks without our prior written permission. All other names, logos, product and service names, designs, and slogans used or displayed on the Services are the trademarks of their respective owners. You will do nothing inconsistent with such ownership, including by challenging title or registering or attempting to register Marks or any similar trademarks. No title to or ownership in the Marks, or any associated intellectual property rights embodied therein, is transferred by implication to you under these Terms of Use. Any use of Marks by you that is permitted under these Terms of Use will inure to the benefit of and be on behalf of the applicable owner. You will promptly notify us of any use of the Marks by any party that is not authorized by these Terms of Use. If you provide us with Feedback, you assign to such entity all right, title and interest in and to such Feedback, including all intellectual property rights therein, waiving all claims thereto, including claims of payment and credit.

6. Licenses

A. License to You.

Subject to these Terms of Use, we grant you a limited, non-sublicensable, non-transferable, non-exclusive license to access and use the Services solely for your personal, non-commercial use.

B. License to Us and Other Users.

You grant to the us a non-exclusive, sublicensable, transferable, perpetual, irrevocable, royalty-free, worldwide license to use, develop, transmit, distribute, aggregate, edit, modify, truncate, reproduce, display, and create derivative works of any of your User Content to provide, develop, maintain, support, and improve the Services. You also hereby grant each user of the Services a non-exclusive, perpetual license to access your User Content through the Services. For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third-party rights, including, without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

C. Maps

The Service may feature Google Maps and Microsoft Bing Maps. Use of Google Maps is subject to the Google Maps terms of use and privacy policy, and use of Microsoft Bing Maps is subject to the Bing Maps terms of use and privacy policy. Such services are not under our control. Please review the terms of use or privacy policies of these services for rights and restrictions.

7. Information and Data About You and Your Use of the Services

You agree that we may collect, store, use, and distribute information in accordance with the [Privacy Policy](#), including in respect of your information and data. You will comply with the Privacy Policy. Without limiting the rights contained in the Privacy Policy, you understand and agree that we may use both the data you input into as well as usage data (such as search criteria) to provide and improve our real estate services.

8. Payment

If any amounts are due hereunder, you will pay us in accordance with statements issued by us or otherwise as agreed within the Services. Pricing for any portion of the Services is subject to change upon our notice. Pricing excludes, and you will pay, all taxes, but neither party will pay income taxes of the other party. For any amount you fail to pay by its due date, we may charge you a late penalty on the amount overdue each day it is overdue until it is paid, equal to the rate of fifteen percent (15%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum amount is less, which reflects the cost of our efforts to collect your payment. You will pay amounts through the means determined by us, including without limitation through a payment service provided by us or a payment service provider ("PSP"). If a PSP is used, you may also be required to register with the PSP, agree to the PSP's terms of service and privacy policy, and go through a vetting process at the request of the PSP. Please note we are not a party to the PSP's terms of service and privacy policy and we have no obligations or liability to you under any such terms or policy.

9. No Warranties

THE SERVICES, INCLUDING THE AGENT PORTAL AND ALL CONTENT AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT: (1) THE INFORMATION ON ANY PORTION OF THE SERVICES, CONTENT THEREIN, OR MLS/RLS FEED IS CORRECT, ACCURATE OR RELIABLE; (2) THE SERVICES WILL MEET YOUR REQUIREMENTS, COMPLY WITH LAWS APPLICABLE TO YOU, OR WILL BE AVAILABLE AT A PARTICULAR TIME OR LOCATION, UNINTERRUPTED, BACKED UP, SECURE, ERROR-FREE, OR FREE FROM BREACH OR INTERCEPTION OF DATA OR YOUR CONFIDENTIAL INFORMATION; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE, THE SERVICES, OR THE SERVER THAT MAKE THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DOWNLOADED AT YOUR OWN RISK. NEITHER WE NOR ANY AFFILIATED ENTITY WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, LINK OR ADVERTISEMENT OFFERED BY ANY THIRD PARTY THROUGH THE SERVICES OR ANY LINKED WEBSITE OR SERVICE, AND NEITHER WE NOR ANY AFFILIATED ENTITY WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY SUCH THIRD PARTY.

10. Limitation of Liability

IN NO EVENT WILL ANY AFFILIATED ENTITY, INCLUDING US, OR ANY OF OUR OR THEIR EMPLOYEES, LICENSORS, CONSULTANTS, CONTRACTORS, OR DIRECTORS, BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, ERRORS, OMISSIONS, MISCALCULATIONS, MISREPRESENTATIONS OF VALUE, OR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES. THIS LIMITATION OF LIABILITY APPLIES

WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ANY AFFILIATED ENTITY, INCLUDING US, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION ON LIABILITY DOES NOT APPLY TO PERSONAL INJURY. OUR LIABILITY TO YOU FOR USE OF AND/OR ACCESSING THE SERVICES OR WEBSITES SHALL IN NO EVENT EXCEED THE GREATER OF THE FEES, IF ANY, YOU HAVE PAID FOR THE SERVICES OR ONE HUNDRED DOLLARS (\$100). THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11. Indemnification

You agree to defend, indemnify, and hold harmless us, including our affiliates and subsidiaries, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your violation of these Terms of Use; (ii) your conduct involving fraud, negligence, omissions, or willful misconduct; or (iii) your misuse of the Services or the Content.

12. Third Parties

We may, in our sole discretion, (a) delegate or subcontract the performance of any portion of the Services to third party service providers, and (b) make available one or more third party applications and/or services ("Third Party Products") to you in connection with the Services. Third Party Products may be separately licensed to you by their respective providers. If you access a Third-Party Product from the Services, you do so at your own risk, and you understand that these Terms of Use and the Privacy Policy do not apply to your use of such sites. You expressly relieve us from all liability arising from your use of any Third-Party Product, and we make no representations or warranties of any kind in respect thereof. PLEASE VISIT THIRD PARTY WEBSITES TO REVIEW THEIR TERMS OF USE. ADDITIONALLY, THERE MAY BE LINKS TO THIRD PARTY SITES WHICH ARE NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE.

13. Agreement To Arbitrate Disputes; Waiver Of Jury Trial; Class Action Waiver

IMPORTANTLY, PLEASE REVIEW THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. MANDATORY ARBITRATION IS A WAIVER OF THE RIGHT TO BRING SUIT IN COURT.

A. Arbitration; Waiver of Jury Trial.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF USE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING NEW YORK LAW, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services (JAMS).

As set forth in the “Equitable Relief” section below, nothing in these Terms of Use will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary information.

Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms of Use.

B. No Class Action.

NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS OF USE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

14. Equitable Relief

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Use. We may, without waiving any other remedies under these Terms of Use, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

15. Digital Millennium Copyright Act

If you believe that any materials on the Services violate your copyright, please see our [DMCA Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is our policy to terminate the user accounts of repeat infringers.

16. Miscellaneous

A. Nature of Relationship.

The relationship of the parties under these Terms of Use is that of independent contractors. No agency, partnership, joint venture, or

employment relationship is created as a result of these Terms of Use. Neither party has the power, express or implied, to bind the other party in any manner or to make representations on behalf of the other party regarding any matter.

B. Governing Law.

These Terms of Use will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

C. Waiver And Severability.

No waiver by us of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

D. Entire Agreement.

The Terms of Use, our Privacy Policy, and other documents incorporated herein constitute the entire agreement between you and us regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

E. Headings; Interpretation.

Section headings used in these Terms of Use are for convenience only and are not to be considered in construing or interpreting these Terms of Use. As used herein, "including" means "including without limitation."

F. Third Party Rights.

These Terms of Use are for the benefit of us and our affiliates, subsidiaries, vendors, and suppliers, and our and their officers, directors, affiliates, agents, licensors, and suppliers. Each of these entities and individuals shall have the right to assert and enforce these Terms of Use directly against you on its or their behalf.

G. How to Contact Us.

If you have any questions, feedback, comments, or requests with respect to the Services, please contact us at:

VORO, 1129 Northern Blvd, Suite 404, Manhasset NY, 11030 or
legal@voro.com.