# **Terms and Conditions**

Effective Date: July 9, 2025

### **Acceptance of Terms**

By accessing this Website, you accept and agree to be bound by these Terms and all applicable laws and regulations. If you do not agree with any part of these terms, you must not use the Website.

#### Use of the Website

You agree to use the Website for lawful purposes only. You may not:

- Use the Website in a way that violates any local, state, national, or international law
- Engage in any activity that could harm, disrupt, or impair the Website or its services
- Use automated systems (e.g., bots, spiders) to access the Website without our prior written consent

### **Intellectual Property Rights**

All content on this Website, including but not limited to text, graphics, logos, photos, videos, and software, is the property of Overholt Properties or licensed to us and is protected by copyright, trademark, and other intellectual property laws.

You may view or download content for personal, non-commercial use only. Any other use, including reproduction, distribution, or modification, is strictly prohibited without our prior written consent.

## **Property Listings and Information**

All property information provided on this Website is deemed reliable but not guaranteed. Listings may change without notice. Overholt Properties and Mark Overholt do not warrant the accuracy, completeness, or reliability of listing data, pricing, availability, or property condition.

You are encouraged to independently verify all information before making any real estate decisions.

### **Third-Party Links**

This Website may contain links to third-party websites or services that are not owned or controlled by Overholt Properties. We are not responsible for the content, policies, or practices of any third-party sites. Use of such sites is at your own risk.

#### **User Submissions**

If you submit any content (e.g., contact forms, inquiries, testimonials), you grant Overholt Properties the right to use, reproduce, and display that content as needed to provide services or respond to inquiries. You agree not to submit unlawful, offensive, or misleading content.

#### **Disclaimer of Warranties**

This Website is provided "as is" and "as available." We make no warranties or representations regarding the availability, accuracy, or reliability of the Website or its content.

To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

# **Limitation of Liability**

Under no circumstances shall Overholt Properties, Mark Overholt, or EXP Realty be liable for any direct, indirect, incidental, or consequential damages arising from your use of the Website, even if we were advised of the possibility of such damages.

#### Indemnification

You agree to defend, indemnify, and hold harmless Overholt Properties, Mark Overholt, and EXP Realty from and against any claims, liabilities, damages, losses, and expenses arising out of your use of the Website or violation of these Terms.

### **Modifications**

We reserve the right to update or change these Terms at any time. Changes will be posted on this page with an updated "Effective Date." Continued use of the Website after any changes means you accept the revised Terms.

# **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions.

#### **Contact Us**

If you have questions or concerns about these Terms, please contact us:

Overholt Properties

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