

TERMS OF USE

Your Content

In certain areas of the Site, you can choose to upload content that will be publicly displayed. Please be thoughtful when choosing to do so, since content available online is easily shared and captured.

If you choose to share content on the Site, you warrant and represent that you are the owner of the content or you are permitted to use the content in such manner. You may not post any content to the Site that you do not own or are not permitted to use. Horseshoe Bay ONE Realty respects the intellectual property rights of others and expects you to do the same.

By submitting any content, you grant to Horseshoe Bay ONE Realty a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, create derivative works of, and publicly perform such content for any purpose related to the Site and the services provided through the Site.

Horseshoe Bay ONE Realty may refuse to post any content for any reason whatsoever. For example, Horseshoe Bay ONE Realty may not approve content that contains offensive language, is not relevant to the original post, or is a commercial endorsement. Also, Horseshoe Bay ONE Realty may remove any content for any reason whatsoever. This means that even if your content was initially approved by Horseshoe Bay ONE Realty, it may be removed at a later date.

If you choose to upload content to the Site, you agree to indemnify and hold Horseshoe Bay ONE Realty harmless from any and all liability, damages or expenses whatsoever due, directly or indirectly, to any cause of action arising out of the Content posted by you

Termination

You may stop using the Site at any time. Horseshoe Bay ONE Realty may suspend or terminate the Site at any time at Horseshoe Bay ONE Realty's discretion and without notice. Horseshoe Bay ONE Realty may also terminate, limit or suspend your access to the Site for any reason at any time and without notice. For example, Horseshoe Bay ONE Realty may terminate your access to this Site if you are not complying with these Terms or if Horseshoe Bay ONE Realty determines that you are a repeat infringer of third-party intellectual property rights.

Digital Millennium Copyright Act ("DMCA")

Horseshoe Bay ONE Realty respects the intellectual property rights of others and expects you to do the same. Per the DMCA, Horseshoe Bay ONE Realty will respond expeditiously to claims of copyright infringement on the Site if submitted to Horseshoe Bay ONE Realty's Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, Horseshoe Bay ONE Realty will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials.

If you believe that your intellectual property rights have been violated by Horseshoe Bay ONE Realty or by a third party who has uploaded materials to the Site, please provide the following information to Horseshoe Bay ONE Realty's designated Copyright Agent listed below:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- b. A description of where the material that you claim is infringing is located on the Site;
- c. An address, telephone number, and e-mail address where Horseshoe Bay ONE Realty can contact you and, if different, an e-mail address where the alleged infringing party, if not Horseshoe Bay ONE Realty, can contact you;
- d. A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- f. Your electronic or physical signature.

Horseshoe Bay ONE Realty may request additional information before removing any allegedly infringing material. In the event Horseshoe Bay ONE Realty removes the allegedly infringing materials, Horseshoe Bay ONE Realty will immediately notify the person responsible for posting such materials that Horseshoe Bay ONE Realty removed or disabled access to the materials. Horseshoe Bay ONE Realty may also provide the responsible person with your e-mail address so that the person may respond to your allegations.

Horseshoe Bay ONE Realty reserves the right to terminate, limit or suspend any user's access to the Site in the event of repeated infringing activity. If you believe that a user of this Site is a repeat infringer, please follow the above instructions to contact Horseshoe Bay ONE Realty's Copyright Agent. Please include sufficient information to assist Horseshoe Bay ONE Realty in determining that the user repeatedly engaged in infringing activity.

Horseshoe Bay ONE Realty registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). Horseshoe Bay ONE Realty's designated Copyright Agent is:

Tommy Thatcher
111 Par Three Court
P.O. BOX 4125
Horseshoe Bay, TX 78657
432-631-4070
Tommy99.HSB@gmail.com (link sends email)