

## **Terms and Conditions Effective Date:** Jan 1, 2025

### **1. Acceptance of Terms**

By accessing and using Stetsonrealestate.com (the "Website"), you agree to comply with and be bound by these Terms and Conditions. If you do not agree, you must discontinue use immediately.

### **2. Services Provided**

Stetsonrealestate.com provides real estate listings, market information, and related services for informational purposes only. The Website does not guarantee the accuracy, completeness, or availability of any property listings or real estate information.

### **3. No Agency Relationship**

Use of this Website does not establish a broker-client or agent-client relationship. Any real estate transactions must be conducted through a licensed real estate professional.

### **4. User Responsibilities**

Users agree to use the Website lawfully and refrain from:

- Providing false or misleading information
- Using the Website for unauthorized commercial purposes
- Attempting to gain unauthorized access to the Website's systems

### **5. Property Listings and Availability**

All property listings are subject to change, availability, and final verification. Stetsonrealestate.com does not guarantee the accuracy of property details, pricing, or availability.

### **6. Third-Party Links**

The Website may contain links to third-party websites. Stetsonrealestate.com is not responsible for the content, privacy policies, or practices of these external sites.

### **7. Intellectual Property**

All content, including text, images, logos, and website design, is the property of Stetsonrealestate.com or its licensors. Unauthorized reproduction or distribution is prohibited.

### **8. Disclaimer of Warranties**

The Website is provided "as is" without warranties of any kind. Stetsonrealestate.com disclaims all warranties, express or implied, regarding accuracy, reliability, or fitness for a particular purpose.

### **9. Limitation of Liability**

Stetsonrealestate.com shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the Website.

### **10. Changes to Terms**

Stetsonrealestate.com reserves the right to modify these Terms and Conditions at any time. Continued use of the Website constitutes acceptance of any changes.

### **11. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of New York. Any disputes shall be resolved in the courts of Westchester County.

## 12. Contact Information

For any questions regarding these Terms and Conditions, please contact Stetson Real Estate at [hello@stetsonrealestate.com](mailto:hello@stetsonrealestate.com) or 914.381.7173.

## 13. SMS Terms & Conditions

### 1- SMS Consent Communication:

The information (Phone Numbers) obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

### 2- Types of SMS Communications:

If you have consented to receive text messages from [Company Name], you may receive messages related to the following (provide specific examples):

- Appointment reminders
- Follow-up messages
- Billing inquiries
- Promotions or offers (if applicable) {If you see the customer selected a conversational use case, do not add this reference to your email thread, instead, make sure the customer adds the matching use cases to this portion of the Terms info}.

***Example:** "Hello, this is a friendly reminder of your upcoming appointment with Dr. [Name] at [Location] on [Date] at [Time]. You can reply STOP to opt out of SMS messaging from (Brand Name) at any time."*

### 3- Message Frequency:

Message frequency may vary depending on the type of communication. For example, you may receive up to [X] SMS messages per week related to your [appointments/billing, etc.].

#### **Example:**

"Message frequency may vary. You may receive up to 2 SMS messages per week regarding your appointments or account status."

### 4- Potential Fees for SMS Messaging:

Please note that standard message and data rates may apply, depending on your carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

### 5- Opt-In Method:

You may opt-in to receive SMS messages from [Company Name] in the following ways:

- Verbally, during a conversation
- By submitting an online form
- By filling out a paper form

## **6- Opt-Out Method:**

You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you can contact us directly to request removal from our messaging list.

## **7- Help:**

If you are experiencing any issues, you can reply with the keyword HELP. Or, you can get help directly from us at (insert the link)

## **Additional Options:**

- If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms.

## **8- Standard Messaging Disclosures:**

- Message and data rates may apply.
- You can opt out at any time by texting "STOP."
- For assistance, text "HELP" or visit our [Privacy Policy] and [Terms and Conditions] pages.
- Message frequency may vary