

Introduction

Water Estate is an independently owned and operated advertising and marketing service and is not affiliated with any Real Estate Agent owned and controlled, or independent MLS Multiple Listing Services. Water Estate is an advertising and marketing service for real estate brokers and agents located within the the United States of America. Water Estate is not involved in any real estate listing or sales activities. Water Estate is not a licensed real estate brokerage company. Water Estate can show you pictures and prices of active listings from our MLS data providers.

Terms of Use

Welcome to WaterEstate.com. This website and applications (as defined below)(the "Sites"), together with the services provided through the Sites (collectively the Sites and services are the "Services") are owned and operated by Water Estate Corporation, ("Water Estate"). These Terms of Use which include the Water Estate Privacy Policy, serve as the "Agreement" between you and Water Estate regarding the Services, and provide important information to you, including information about your obligations about content and our limitation of liability to you. By accessing, downloading, or using any portion of the Services, you signify that you accept the terms of the Agreement. If you do not accept, then please do not use the Services.

1. Who Can Use the Water Estate Services

You must be: a) at least the age of majority in the state where you live to use the Sites, and b) a resident of the United States. If you are under 13 years old, do not use the Sites.

2. Intellectual Property Ownership and License

A. Copyright All materials (including source code, data, images, and other content) contained in the Services, including the selection and arrangement of the materials, are owned by Water Estate or are licensed by Water Estate for use on the Sites. Our site features Microsoft Maps, please review their privacy policy, legal notices and terms of use..

B. Trademarks Water Estate, the Water Estate logos and other Water Estate trademarks, service marks, graphics, and logos used in connection with Water Estate are trademarks or registered trademarks of Water Estate in the U.S. and/or other countries. Other trademarks and logos used in connection with Water Estate may be the trademarks of their respective owners.

C. Data The MLS Data on our Sites is the property of the individual MLSs providing the data. These MLSs have granted Water Estate the necessary licenses to display the MLS Data on the Sites. Some require us to display certain licensing information about their MLS Data; this information can be found below.

D. Patents One or more U.S. Patents may apply to the Services, including without limitation U.S.

E. Other Intellectual Property Water Estate also owns trade secrets and know-how that contribute to the functionality of the Services.

F. Webscraping of Listing & Property Data Is Not Allowed Crawling the Water Estate.com and network sites is allowed for inclusion in web search engine results only. Webscraping, downloading or webcrawling of any property or other data for inclusion in another real estate search site, content aggregator, or any other purpose is strictly forbidden.

G. Restrictions Except as enabled and directed on the Services, you may not modify, decompile, reproduce, redistribute, attempt to commercially gain from your use, or misuse of the Services or any of their components. You may not use any meta-tags or other hidden text using the Water Estate name or trademarks without our specific permission. We may revoke your permission to access and use the Sites, and we may block or prevent you from accessing the Sites, in our discretion without notice. If you violate the Terms of Use, your permission to access and use the Sites is automatically revoked.

H. Reservation of Rights Except for the limited license granted above, Water Estate reserves all of its intellectual property rights in the Sites. This Agreement does not grant you any right or license with respect to any trademarks and logos.

I. Information Aggregation Redfin is not responsible for any errors in displayed information or delays in displaying information. All information on the Sites is either transmitted to Redfin from other entities or persons or was obtained through publicly available government sources. Issues of data accuracy may be brought to the attention of Redfin by sending feedback but it is likely that such information accuracy cannot be corrected by Redfin and the entity or person that generated the information must be appealed to. For example: incorrect listing information can only be changed by the third party listing agent under our terms with the MLSs.

J. Web and Data Services Provider zBest Data Technologies, LLC is an independently owned and operated "work-made-for-hire" services provider and all trademarks and works are wholly owned by Water Estate and comply with (17 U.S.C. § 101).

3. Equal Housing Opportunity

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.



4. Third Party Sites

Water Estate may include links to third party websites ("Third Party Sites") in its Services. You should review any applicable terms or privacy policy of a Third Party Site before using it or sharing any information with it, because you may give the third-party permission to use your information in ways we would not. Water Estate is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites.

5. Indemnification

You agree to indemnify Water Estate and hold Water Estate harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations,

caused by (a) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (b) any Submissions or information you provide to the Services, and/or (c) any activity in which you engage on the Water Estate Sites or using the Water Estate Services.

6. Disclaimers

WATER ESTATE PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WATER ESTATE DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WATER ESTATE AND ITS SUPPLIERS DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. WATER ESTATE IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH WATER ESTATE TO ANYONE. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE SITES MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US. WATER ESTATE DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, WATER ESTATE DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION BY OTHERS. WATER ESTATE DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WATER ESTATE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, WATER ESTATE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SITES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

7. Limitation of Liability

IN NO EVENT WILL WATER ESTATE OR ANY SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OF USE OR YOUR USE OF THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS PARAGRAPH IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY SET FORTH BELOW AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, OR YOU HAVE ANY DISPUTE OR CLAIM AGAINST REDFIN OR ITS SUPPLIERS WITH

RESPECT TO THESE TERMS OF USE OR THE SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

8. Dispute Resolution

Any claim or controversy arising out of or relating to the use of the Sites, to the goods or services provided by Water Estate, or to any acts or omissions for which you may contend. Water Estate is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venued in jurisdiction of Palm Coast, Florida. The arbitrator shall be selected pursuant to the AAA rules or from a list of arbitrators provided by Water Estate. Filing and other non-award costs will be paid for, in equal shares, by both parties except that the fee to the arbitrator will be paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand. Should any State or Federal law conflict with the above rules for resolving disputes or the AAA rules, such conflicting rules shall be severed from the enforceable rules and the enforceable rules shall survive and control the dispute resolution process. Any gaps left in the process due to severed rules shall be resolved at the discretion of the selected arbitrator. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Palm Coast, Florida. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Water Estate, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Palm Coast, Florida. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit the prevailing party shall be entitled to recover reasonable attorneys' fees.

9. Additional Legal Terms

A. Severability If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision.

B. Notices You may contact us via mail or courier at: Water Estate Corporation ATTN: Legal Department, 8 Cedar Hollow Court, Palm Coast, FL 32137, USA.

C. Entire Agreement You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and Water Estate regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Water Estate services.

D. Amendments to This Agreement We reserve the right to modify, supplement, or replace the terms of this Agreement, effective prospectively upon posting at www.waterestate.com or notifying you otherwise. For example,

we may present a notification on the Services when we have materially amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the Services. If you do not want to agree to changes to this Agreement, please do not use this website its services or professionals.

E. No Waiver Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

F. No Injunctive Relief In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services.

G. Assignment and Delegation You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Water Estate for any third party that assumes our rights and obligations under this Agreement.

H. Alpha and Beta Testing The Services include any alpha or beta testing or other evaluation or use of products and services, features, functionality, and all components thereof (whether in final or prerelease form) that we may conduct ("Testing"). Except to the extent otherwise provided in another agreement between you and Water Estate, your participation in any Testing and use of any content, information, or other materials in connection with such Testing shall be subject to this Agreement.

I. Potential Other Rights and Obligations You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

J. Complaints Regarding Content Posted on the Redfin Website For non-copyright complaints, you may notify us via mail or courier at: Water Estate Corporation ATTN: Legal Department, 8 Cedar Hollow Court, Palm Coast, FL 32137, USA.

K. International Matters Water Estate is controlled and operated from Water Estate's United States offices in Palm Coast, Florida. We make no representation that the Services are appropriate or available for use in any particular location. Those who choose to access Water Estate do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Services, including software from Water Estate, is further subject to United States export controls. No Services, including software from Water Estate, may be downloaded or otherwise exported or re-exported in violation of any applicable law, rule or regulation.

L. Complaint Regarding Copyright Infringement If you are a copyright holder and believe your work has been used on the Sites in a way that constitutes copyright infringement, please contact our Copyright Agent with the following information:

Your name, address, phone number, and email address, so that we can reach you;

Identification of the copyrighted work(s) you believe to be infringed;

Identification of the material on the Sites you believe is infringing, including a location description (e.g., a URL);

A statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf, and that the information you provided is accurate;

A statement that you have a good-faith belief the disputed use is not authorized by the copyright owner, its agent, or the law;

A physical or electronic signature; and

Send your infringement notices to:

Copyright Agent

Water Estate Legal Department

8 Cedar Hollow Court

Palm Coast, FL 32137

Email: copyright@waterestate.com

If your Submission is removed or access to it is disabled and you believe in good faith that a claim has been wrongly made against you, you may submit a counter-notification to Water Estate. Your counter-notification must be in writing and sent to our Copyright Agent, whose address is above. Your counter-notification must contain the following information:

Your physical or electronic signature;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located, or if you are outside of the United States, for any judicial district in which Water Estate may be found, and that you will accept service of process from the person who notified Water Estate of the alleged infringement or an agent of such person.

It is expected that all users of any part of the Services will comply with applicable copyright laws. However, if Water Estate is notified of claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. Water Estate will comply with the appropriate provisions of the DMCA in the event a counter notification is received by its Designated Agent.

Under appropriate circumstances, Water Estate will, in its discretion, terminate authorization of users of the Services who are repeat infringers. If you believe that a user is a repeat infringer, please follow the instructions above to contact Water Estate and provide information sufficient for us to verify that the user is a repeat infringer.

10. MLS Agreements and Disclaimers

Water Estate receives the homes for sale from many listing sources. Information from sources deemed reliable but not guaranteed. The following disclaimers apply to listings only from that particular data source.

MLS Disclaimers

Monmouth County Multiple Listing Service (MOMLS)

The information is being provided by Monmouth-Ocean MLS. Information deemed reliable but not guaranteed. Information is provided for consumers' personal, non-commercial use, and may not be used for any purpose other than the identification of potential properties for purchase.

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Flagler County Multiple Listing Service (FCMLS)

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Garden State MLS

GSMLX

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My Florida Regional MLS (MFRMLS)



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Water Estate

Listing provided courtesy of Developer. The information is subject to change; renderings are only representations of the project and could be changed at any time at the developer's discretion. The information contained in this listing is not guaranteed and should be verified by the buyer.

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