

## TERMS AND CONDITIONS

Access to this file is not permitted prior to agreement to these Terms and Conditions (or the "Agreement") with BuckheadFMV, LLC ("BFMV"). If you do not agree to these Terms and Conditions, please do not access this file.

### 1. Applicability of Terms and Conditions.

This Agreement applies to all Survey Data (as these are defined below) that BFMV provides to a purchaser ("Purchaser"). By placing an order for Survey Data, you become a Purchaser and are accepting all rights granted and responsibilities included in this Agreement. "Survey Data" means the information that BFMV provides under this Agreement via our website, reports, or other online or offline services, including all data, alterations, modifications or updates thereof.

### 2. Limited Use License.

Under this Agreement, Purchaser and Purchaser's organization is granted a nonexclusive, revocable, nontransferable right and license to access and use purchased Survey Data.

The Survey Data may be used in internal or private client communications and/or materials. The Survey Data may not be used in public materials without written permission. If you would like to use the Survey Data in public communications or materials, please notify us of the intended use by emailing [info@buckheadfmv.com](mailto:info@buckheadfmv.com) and provide us with a link to the public materials once available.

The Purchaser agrees to cite this survey in any materials that utilize the Survey Data.

BFMV reserves the right to review and limit usage if deemed harmful to BFMV's business.

### 3. Copyright.

The Survey Data and its contents are subject to copyright protection, and all other rights of BFMV under the laws of the United States and the country of use.

### 4. Warranties.

While BFMV makes good faith efforts to ensure that the Survey Data is complete and accurate, BFMV does not warrant completeness or accuracy. No other warranties are made. The Purchaser assumes sole responsibility for use of the Survey Data and agrees to indemnify and hold BFMV harmless from any liability or claim of any person arising from its use.

### 5. General.

- a) This Agreement constitutes the entire agreement of the parties and supersedes any prior communication between the parties with respect to the subject matter hereof and can only be amended in writing.
- b) The Purchaser may not assign or transfer its rights under this Agreement.
- c) This Agreement is governed by the laws of Georgia. BFMV and the Purchaser will submit all disputes arising out of or related to this Agreement to arbitration pursuant to the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA").
- d) BFMV has the right to modify or add to these Terms and Conditions at any time.