

Please read these **Terms and Service** (Collectively with the Privacy Policy) carefully before using the <https://www.delnorte.io> website (the "Site") operated by Delnorte Holdings Inc ("us", "we", or "our") (together with the Site, the "Services"). The goal of this Web Site is to provide you, the user ("You") with access to products/services and related links to meet your needs (the "Content").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. If you are accepting these terms on behalf of a company, you represent you have the authority to do so. By registering for and/or using the Services in any manner, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

### **Communications & Eligibility**

By creating an account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send. You represent and warrant that you are at least eighteen (18) years of age and that you have the right, authority, and capacity to enter, perform your obligations under, and abide by these Terms of Service. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services. We reserve the right to refuse to offer the Services to any person or entity and change its eligibility criteria at any time. To ensure that these Terms of Service follow all rules, laws and regulations, you are solely responsible to do so. If the Service conflicts with any applicable law, rule or regulation, then the right to access the Service is revoked. Keep in mind that our Services are offered only for your use and not for the use or benefit of any third party. Each other person receiving benefit from the use of the Service must agree to and abide by these Terms of Service as a condition to our obligations. If you are using the Service outside of the United States of America, we make no representations that the Services are appropriate or available for use in your location. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law. By providing information in connection with the Services, you consent to the transfer of your information to, and storage of your information in

the United States, the laws of which may not be as stringent as the laws of the country in which you reside.

## **Content**

For purposes of these Terms of Service, the term “Content” includes, without limitation, data, text, listings, information, inquiries, photographs, videos, audio clips, written posts, reviews, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. From time to time, you may encounter other users utilizing the same Service. Please exercise good judgment and common sense; conduct all necessary, appropriate, and prudent inquiries, investigations, research, and due diligence; and take all necessary precautions when interacting with others or publicly posting Content. If you enter into any agreement with any other users, we are not liable nor will be held responsible for such agreements.

If available, our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness. By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

Some Services may be supported by advertising revenue, and you hereby agree that we may display advertising, promotions, sponsored Listings, and the like in connection with the Services on, around, and in connection with your User Content.

You retain any and all your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other

users of the Service, who may also use your Content subject to these Terms. You acknowledge and agree that we are not obligated to monitor, restrict or filter any Content posted anywhere on the Site. We do not regularly monitor the accuracy or reliability of Content. However, we reserve the right to modify or remove any Content at any time.

In addition, Content found on or through this Service are the property of Delnorte Holdings Inc. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us. You shall not sell, license, rent, share, publish, or otherwise use or exploit any Content outside the Services for commercial use, in connection with the provision of services to a third party, or in any way that violates any third party right. Without limiting the foregoing, no real estate broker, salesperson, agent, or similar state licensed real estate professional may market or make commercial use of the Content in any way, including, without limitation, advertising our property listings, copying our Content for commercial use, or contacting our customers or the owners or sellers of any properties listed on the Services.

### **User Data**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **Withdrawal of Consent**

You may withdraw your consent to receive Communications by contacting us at [contact@delnorte.io](mailto:contact@delnorte.io). We will process your request to withdraw your consent to receive electronic communications in a reasonable time. After we process your request, your access and use of the Service will terminate

## **Availability**

We do not guarantee that any Content will be made available through the Services. We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right, but not the obligation to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Purchases**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

## **Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us with is accurate, complete, and current always. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or

account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account either directly or through a request made to us.

You shall not select or use as a username a name (i) of another person with the intent to impersonate that person; (ii) subject to any rights of a person other than you without appropriate authorization; or (iii) that is otherwise offensive, vulgar, or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. BY REGISTERING FOR AN ACCOUNT, YOU CONSENT TO RECEIVE PERSONALIZED EMAILS, TELEPHONE CALLS AND/OR FAXES FROM DELNORTE HOLDINGS INC. You must always provide accurate, current and complete information to Delnorte Holdings Inc for the Service. You must update such information in a timely manner to maintain its accuracy and completeness.

### **Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Delnorte Holdings Inc and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Delnorte Holdings Inc.

### **Termination**

We may terminate or suspend your account and bar access to the Service immediately, with or without notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service and or follow the instructions on the Site or through the Services. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions,

warranty disclaimers, indemnity and limitations of liability and arbitration. Any fees paid hereunder are non-refundable.

### **Indemnification**

You agree to indemnify, defend and hold harmless Delnorte Holdings Inc and its licenses and licensors, our affiliates, employees, contractors, agents, officers and directors, from any and all claims or damages, including attorney's fees, arising out of or related to your use in connection to the Service. To the extent permitted by applicable law, Delnorte Holdings Inc shall not be liable to you or any other third party for any direct, indirect, incidental, special, punitive or consequential damages arising out of your access to or use of or connection to the Service. Delnorte Holdings Inc shall not be liable to you or any other third party for your inability to gain access to or use the Service. Even if Delnorte Holdings Inc has been advised or notified of damages or potential damages, Delnorte Holdings Inc shall not be liable for any of the foregoing or for any breach of any warranty. We do not assume any responsibility or liability or make any warranties or guarantees that any Content you access on or through the Services is or will continue to be accurate, safe, or legal. All Content and information are subject to errors, omissions, changes in price, prior sale or rental, or withdrawal without notice. No representation, warranty, covenant, or guarantee is made as to the accuracy of any description. All information should be confirmed by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

### **Limitation of Liability**

In no event shall Delnorte Holdings Inc nor its officers, directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

THE SERVICES AND CONTENT ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DELNORTE HOLDINGS INC, ITS SUBSIDIARIES, AFFILIATES, OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, AND CONTENT PROVIDERS DO NOT WARRANT THAT (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY CONTRACT, CONTENT, OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF LISTING INFORMATION, PROPERTIES, CONTENT, OR SERVICES.

## **Exclusions & Jurisdictions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials from the Services in violation of U.S. export laws and regulations. These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, as they are applied to agreements entered and to be performed entirely within such State. Any action you, any third party or Delnorte Holdings Inc brings to enforce these Terms, or in connection with any matters related to the Services, shall be brought only in either the state or Federal courts located in Delaware and you expressly consent to the jurisdiction of said courts. YOU AGREE THAT ANY CAUSE OF ACTION ARISING

OUT OF OR RELATED TO THE SERVICES OR US MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Delaware of the United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify, suspend, limit, discontinue the Services or replace these Terms (including, without limitation, Delnorte Holdings Inc Privacy Policy) at any time. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service. It's your responsibility to review these Terms of Service periodically for changes.

### **Agency**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service, and neither party has any authority of any kind to bind the other in any respect.

### **Agreement to Conduct Transactions Electronically**

All your transactions with or through the Site may, at our option, be conducted electronically from start to finish. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree



to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.

### **Entire Agreement**

These Terms comprise the entire agreement between you and Delnorte Holdings Inc with respect to the use of the Site and supersede all contemporaneous and prior agreements between the parties regarding the subject matter contained herein.

### **Severance**

If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full effect, provided that the allocation of risks described in these Terms is given effect to the fullest extent possible.

### **Third Party Rights**

These Terms are for the sole benefit of Delnorte Holdings Inc, our officers, directors, employees, affiliates and agents. No other person, including any user of the Site, shall have the right to assert a claim under these Terms.

### **Your Obligation to Stay Current**

It is critical that you keep your email contact information correct and updated with Delnorte Holdings Inc always. In addition, we encourage you to check back regularly to review these Terms.

### **Contact**

If you have any questions, complaints, or claims with respect to the Services, you may contact us at [contact@delnorte.io](mailto:contact@delnorte.io)