

TERMS AND CONDITIONS			
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## TERMS & CONDITIONS

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## TERMS AND CONDITIONS

Welcome to National Association of **PERMITORS™**.

National Association of **PERMITORS™**' products and services are provided by National Association of **PERMITORS™**, Inc. These terms of service ("Terms") govern your use of National Association of **PERMITORS™**' websites, products and services (collectively, the "Services"), so please read them carefully.

By accessing this website or using the Services, you are agreeing to this Terms and Conditions, National Association of **PERMITORS™**' Privacy Policy and National Association of **PERMITORS™**' Community Guidelines or any other document that National Association of **PERMITORS™** might develop, such as, but not limited to the Code of Ethics, etc. If you have any questions, please [contact us](#).

### 1. Using Our Services

You may use our Services only if you can form a binding contract with National Association of **PERMITORS™**. No use of the Services is permitted by those under the age of majority in their state of residence. In no event is use of the Services permitted by those under the age of 18. If you are using the Services on behalf of any entity, then you are agreeing to the Terms on behalf of that entity.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. Except in the context of browsing or accessing our Services in accordance with these Terms, you may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

### 2. **PERMITORating™**

**PERMITORating™** reflects National Association of **PERMITORS™** assessment of a given **PERMITOR™**, based upon the information obtained by or submitted to National Association of **PERMITORS™**. Someone else's assessment of the same **PERMITOR™** may be very different, or be based upon different information. A National Association of **PERMITORS™** Rating (**PERMITORating™**) is not an endorsement of any particular **PERMITOR™**, and is not a guarantee of a National Association of **PERMITORS™**'s quality, competency, or character. Nor is the National Association of **PERMITORS™** Rating a predictor of the outcome of any matter in which such **PERMITOR™** is involved. Rather, the **PERMITORating™** is intended to be a starting point to gather information about **PERMITORS™** who may be suitable for your legal needs - but you should not rely solely on the National Association of **PERMITORS™** Rating in deciding whether to contact or hire any given National Association of **PERMITORS™**.

### 3. Information on the Services

Our Services display content that is not created or developed by **PERMITORS™**. This content is the sole responsibility of the person or entity that creates or develops it. We may review such third party-content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But we do not routinely screen third-party content that is published via our Services. This includes any information that **PERMITORS™** post on [National Association of PERMITORS™](#) ("Information"), and we cannot guarantee the accuracy, adequacy or quality of any such Information, or the qualifications of those posting it.

### 4. No Formation of a **PERMITOR™** - Client Relationship

Any Information posted on [National Association of PERMITORS™](#) is intended for general informational purposes only and should be used only as a starting point for addressing your issues. The Information is not the provision of building permits or business licenses services, and accessing such information, or corresponding with or asking questions to a **PERMITOR™** via the Services, or otherwise using the Services, does not create a **PERMITOR™**-client relationship between you and [National Association of PERMITORS™](#), or you and any **PERMITOR™**. It is not a substitute for an in-person or telephonic consultation with a [National Association of PERMITORS™](#) about your specific legal issue, and you should not rely on such Information. You understand that questions and answers or other postings to the Services are not confidential and are not subject to any **PERMITOR™**-client privilege.

### 5. Services for Consumers

[National Association of PERMITORS™](#) is a platform where [National Association of PERMITORS™](#) affiliated or unaffiliated with [National Association of PERMITORS™](#) could offer information and interact with consumers. We provide, in the present and/or in the future, a number of methods by which you can purchase packaged services or have a direct, discussion of your building permit or business licenses issues with a **PERMITOR™**. Although some of these methods involve [National Association of PERMITORS™](#) processing a transaction on your behalf, in all instances, [National Association of PERMITORS™](#) is simply the intermediary in such transactions. The fees you pay for such services are charged by the **PERMITOR™** and passed through to the **PERMITOR™** once services have been rendered. Any **PERMITOR™**-client relationship formed as a result of such discussions is between you and the **PERMITORS™** you speak with—not between you and [National Association of PERMITORS™](#). Furthermore, you understand that [National Association of PERMITORS™](#) cannot be held responsible for the quality or accuracy of any information or services provided by any **PERMITORS™** you connect with via [National Association of PERMITORS™](#).

### 6. Premium Services for **PERMITORS™**

[National Association of PERMITORS™](#) offers, and/or will offer, optional Premium Services (for example advertising, micro-websites, events, etc.) for **PERMITORS™**. By selecting a Premium Service you agree to pay [National Association of PERMITORS™](#) the subscription or usage fees indicated for that service. Payments for subscription services will be charged on the day your Premium Service goes into effect and will cover the use of that service for the period indicated. Thereafter, you agree that monthly payments will continue to be charged to your credit card on a recurring basis until you cancel your service. The amount of the monthly recurring charge will



be the then-current subscription fee applicable to the Premium Service you selected. You acknowledge that the amount of the recurring charge may increase if the applicable subscription fee increases. Premium Services must be cancelled prior to your monthly renewal in order to avoid billing of the next month's Premium Service fee. [National Association of PERMITORS™](#) must receive written notice of your cancellation or reduction in service at least thirty (30) days in advance of the monthly renewal date on which you wish to make the cancellation or reduction effective. Premium Service fees are not prorated or refundable. All cancellations or reductions of Premium services must be received in writing by [email](#) or by mail at:

[National Association of PERMITORS™](#)

**ATTN:** Cancellations

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If your payment method fails or your account is past due, [National Association of PERMITORS™](#) reserves the right to either suspend or terminate your Premium Services. Any such suspension or termination will result in the cancellation of any program applicable to your Premium Services. You agree to submit any disputes regarding any charge to your account in writing to [National Association of PERMITORS™](#) within sixty (60) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge.

## 7. Legal Advertising and Communications

It is solely the responsibility of [PERMITORS™](#) and any other company to ensure that any information or advertisements they post or place on the [National Association of PERMITORS™](#) website, and any communications they may have with prospective clients through the Services, fully complies with all applicable laws and rules of professional conduct, including those concerning the unauthorized practice and those regulating the form, manner or content of communications with clients, advertising, or other matters.

## 8. Copyright

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

If you believe that any material on the Site infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement with [National Association of PERMITORS™](#) or contact us via [email](#) or by mail at:

[National Association of PERMITORS™](#)

**Attn:** Copyright

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## 9. Software

Some of our Services allow you to download client software ("Software") which may update automatically; you agree that these Terms will apply to such upgrades. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, the provisions of that license may expressly override



some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

#### **10. Disclaimers and Acknowledgements Regarding Use of Information**

While National Association of PERMITORS™ strives to provide—and to allow PERMITORS™ to provide—useful information regarding building permits and business licenses services, there are some things that we cannot guarantee. You acknowledge that such information consists of third party data and contributions, that there are certain inherent limitations to the accuracy or currency of such information, that any information may be incomplete, may contain inaccuracies, or may be based on opinion. National Association of PERMITORS™ DOES NOT SCREEN SUCH INFORMATION FOR ACCURACY OR RELIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, National Association of PERMITORS™ AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." National Association of PERMITORS™ ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

#### **11. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL National Association of PERMITORS™ OR ANY OF ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) THE OUTCOME OF ANY BUILDING PERMIT OR BUSINESS LICENCES MATTER; (B) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (C) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY RELATING TO THE SERVICES; OR (D) UNAUTHORIZED ACCESS, USE OR ALTERATION OF LEGAL INFORMATION.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF National Association of PERMITORS™, AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SERVICES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES TO WHICH SUCH CLAIM RELATES IN THE 12 MONTH PERIOD PRECEDING THE FILING OF SUCH CLAIM. IN THE INTEREST OF CLARITY, THIS LIMITATION ALSO APPLIES TO PREMIUM SERVICES.

#### **12. User Posted Content & Other Interactive Services or Areas**

National Association of PERMITORS™ includes interactive areas in which you may post content and information, including colleague and client reviews, questions and answers, comments, photos, and other materials (the "User Content"). You retain all rights in, and are solely responsible for, the User Content you post to National Association of PERMITORS™. You are also solely responsible for your use of such interactive features, and use them at your own risk. By using any interactive feature, you agree to comply with the National Association of PERMITORS™' Community Guidelines. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

When you post User Content to National Association of PERMITORS™, you give National Association of PERMITORS™ and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the



world in any media. To the extent such content is attached to a profile on the [National Association of PERMITORS™](#) platform, the foregoing license includes a right to reproduce your profile, and any name, likeness or photograph contained in such profile. If you submit feedback, suggestions or any other comments about our Services, we may use your feedback, suggestions or comments without obligation to you.

### **13. Indemnification**

You agree to defend, indemnify and hold harmless [National Association of PERMITORS™](#), its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable [PERMITORS™](#)' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Services or your use of or inability to use the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to the User Content, your conduct, your violation of these Terms or your violation of the rights of any third party.

### **14. Modifications**

[National Association of PERMITORS™](#) may revise these Terms from time to time, on a prospective basis, and we will always post the most up-to-date version on our website. If we determine, in our sole discretion, that a modification to these Terms materially affects your rights, we will notify you (by, for example, sending a message to your account email or posting on the [National Association of PERMITORS™](#) Blog). By using or continuing to use or access the Services after any revisions have come into effect, you agree to be bound by the revised Terms.

### **15. Applicable Law and Venue**

The laws of the State of Florida, excluding its conflict of law provisions, will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the state or federal courts located in Miami Dade County, Florida, and you and [National Association of PERMITORS™](#) consent to personal jurisdiction and exclusive venue in such courts.

### **16. Termination**

Notwithstanding any of these Terms, [National Association of PERMITORS™](#) reserves the right, without notice and in its sole discretion, to terminate your license to use the Services, and to block or prevent your access to and use of the Services. [National Association of PERMITORS™](#) reserves the right to refuse service to anyone for any reason at any time. In the event of termination of access to the Services for any reason, you have no right to obtain a copy of any data or communications you stored or effected via the Services, or any other data.

### **17. Entire Agreement**

These Terms constitute the entire agreement between you and [National Association of PERMITORS™](#) with respect to the subject matter of these Terms, and supersede and replace any prior version of the Terms. These Terms create no third party beneficiary rights.



### **18. Waiver, Severability & Assignment**

National Association of PERMITORS™ failures to enforce a provision of these Terms is not a waiver of its right to do so later. If any provision of these Terms is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term or terms will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any attempt to do so will be void. National Association of PERMITORS™ may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

### **19. Questions & Contact Information**

If you have any question regarding the use of the Site, please refer first to the [FAQ](#). All other questions or comments about the Site or its contents should contact us by [email](#) or by mail at:

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