

Terms of Use Agreement and Privacy Policy

Suzanne Nakano Realty, Inc. (SNR), licensed real estate company in the State of Hawaii, provides VIP (User of this website) use of the SNR website conditioned upon VIP agreeing to these "Terms of Use."

IF VIP DOES NOT AGREE TO ANY OF THE TERMS, CONDITIONS, AND POLICIES IN THIS AGREEMENT, PLEASE DO NOT USE THIS WEBSITE.

SNR reserves the right to change these guidelines and disclaimers at anytime, and VIP agrees that each visit VIP makes to the SNR website will be subject to the current guidelines.

Consult With Appropriate Professional

The information contained in this website is for general guidance on matters of interest only. The application and impact of laws can vary widely based on specific facts. Due to the changing nature of laws, rules and regulations, and the fallibility of electronic communication, there may be delays, omissions or information inaccuracies contained in this website. Accordingly, this website should not be used as a substitute for consultation with the appropriate professional.

Information Source

While SNR has made every attempt to ensure that the information contained in this website has been obtained from reliable sources, SNR is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information in this site is provided "as is," without guarantee of completeness, accuracy, timeliness, and without warranty of any kind, expressed or implied. SNR or its partners, directors, officers, owners, agents or employees thereof are not liable to VIP or anyone else for decisions or actions based on the information in this website or for any consequential damages.

Web Links

SNR may display URLs or icons which allow VIP to link to other websites, including, without limitation, sites which are operated by third parties and which are not maintained by SNR. SNR makes no representations whatsoever about any other website to which VIP may have access through this site. Any content, services, representations or warranties made on such other websites are the sole responsibility of the operator of those sites. SNR assumes no responsibility for any of the content or services provided on other websites.

Protected Content

The information on this website is protected by copyright laws and international treaty provisions. Except as stated herein, **none** of the information may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to, electronic,

mechanical, photocopying, recording, or otherwise, without the prior written permission of SNR or the applicable copyright owner. Any unauthorized use of any information found on this website may violate communications regulations, statutes, and laws: copyright, trademark, service mark, privacy and publicity. The violator may be subject to fines and penalties.

No Agency

VIP and SNR are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended, implied or created by this Agreement.

Release and Indemnification

In consideration for the use hereof, VIP hereby releases SNR, its partners, directors, officers, owners, agents and employees from all liability and claims of any nature, known or unknown, sustained from or in connection with the use of this Website, the contents thereof, and this Terms of Use Agreement.

VIP also agrees to indemnify and hold harmless SNR from any third party claim or demand arising out of VIP's use of SNR services. VIP also agrees to indemnify and hold harmless SNR against all of the reasonable costs and attorney's fees of defending any such third party claim(s).

General Compliance with Laws

VIP agrees to comply with all applicable laws, statutes, ordinances and regulations regarding VIP's use of SNR services. VIP is prohibited from posting or transmitting to from or about this Website, any unlawful, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material.

Intellectual Property

Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions, communicated to SNR by VIP, except expressly provided intellectual property, becomes the exclusive property of SNR without compensation and SNR may copy, incorporate, distribute or otherwise use such communications for any commercial or non-commercial purpose. VIP hereby agrees to take whatever further actions may be necessary to assign VIP's rights to the same to SNR. Furthermore, any and all rights to materials and ideas submitted to SNR become the exclusive property of SNR.

SNR's logo design and all custom graphics and icons are, without limitation, registered service marks of SNR and may not be copied, imitated or used, in whole or in part, without the prior written permission of SNR. All other trademarks, registered trademarks, and company names or logos mentioned herein are the property of their respective owners.

Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of

this Agreement shall not in any way be affected or impaired thereby.

Entire Agreement and Waiver

This Agreement constitutes the entire agreement between the SNR and the VIP and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by SNR and VIP. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provisions (whether or not similar) or a continuing waiver unless otherwise expressly provided.

Privacy Policy - This Privacy Policy is an integral part of the Terms of Use Agreement

SNR is committed to safeguarding VIP's information such as VIP's contact information, or other information about VIP by which others may identify VIP, hereafter referred to as "information." SNR may use this information and other technical information about VIP's use of this Website to tailor presentations to VIP or communicate with VIP. However, SNR will not intentionally provide VIP's information to other companies or individuals (collectively "Third Parties") without VIP's express permission to do so.

SNR's goal in collecting information is to provide VIP with superior experience for SNR's website and services. This includes personalized services, interactive communications, online transactions and many other types of services, most of which are free to VIP. SNR may send information that is of interest to VIP through email or direct mail. Only SNR (or agents working on behalf of SNR under confidentiality agreements) will send VIP these communications. At any time, VIP can easily request to stop receiving information.

No data transmission over the internet can be guaranteed to be 100% secure. As a result, while SNR strives to protect VIP's information, SNR cannot ensure or warrant the security of any information VIP transmits to SNR. However, SNR does its best to secure VIP's information on SNR's system.

SNR reserves the right to take any action with respect to VIP's information which SNR, in its sole and absolute discretion, deems necessary or appropriate if such information is illegal, creates a liability for SNR, or may cause SNR to lose all or part of the services provided to SNR by SNR's internet service providers or suppliers.