

# Terms of Service

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By accessing or using the Website, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have our permission to access or use the Website.

## Our offers and pricing

We offer services on this Website. The price of these services is customized based on your needs, which means that we will provide you with a quote after we determine your needs. This price does not include taxes or other fees that you may be charged.

## Cancellation policy

We do not offer you the ability to cancel any purchases that you have made of the services offered on our Website.

We do not reserve the right to cancel your purchase.

## Refund policy

We do not offer refunds on any purchases made on this Website.

# NO WARRANTY ON PURCHASES

THE ITEMS OR SERVICES DISPLAYED OR SOLD ON THIS WEBSITE ARE PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO ANY ITEMS OR SERVICES DISPLAYED OR SOLD ON THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

## Remedies

You agree that the remedy for breach of this Terms of Service as it relates to your purchase shall be none. You also agree that the remedy for breach of this Terms of Service as it relates to your purchase shall be to pursue dispute resolution as provided in the "governing law, severability, dispute resolution, venue and class action waiver" section below. These remedies intended to be your sole and exclusive remedies for any breach of this Terms of Service as it relates to your purchase.

## Prohibited uses

You agree that you will use this Website in accordance with all applicable laws, rules, regulations and these Terms at all times. The following is a non-exhaustive list of prohibited uses of this Website. You agree that you will not perform any of the following prohibited uses:

1. Impersonating or attempting to impersonate LRES LLC or its employees, representatives, subsidiaries or divisions;
2. Misrepresenting your identity or affiliation with any person or entity;
3. Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail or any similar material;

4. Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the Website, or which, as determined in our sole discretion, may harm us or the users of this Website or expose us or other users to liability;
5. Using the Website in any manner that could disable, overburden, damage or impair the Website or interfere with another party's use of the Website;
6. Using any robot, spider or other similar automatic technology, process or means to access or use the Website for any purpose, including monitoring or copying any of the material on this Website;
7. Using any manual process or means to monitor or copy any of the material on this Website or for any other unauthorized purpose;
8. Using any device, software, means or routine that interferes with the proper working of the Website, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;
9. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer or database connected to the Website;
10. Attempting to attack or attacking the Website via a denial-of-service attack or a distributed denial-of-service attack;
11. Otherwise attempting to interfere with the proper working of the Website;
12. Using the Website in any way that violates any applicable federal, state or local laws, rules or regulations.

## NO WARRANTY ON WEBSITE

THIS WEBSITE IS PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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## DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL LAWLESS REAL ESTATE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE UPON OPINIONS OR INFORMATION APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES OPERATED BY THIRD PARTIES, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEBSITE, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES OR OTHERWISE, EVEN IF LAWLESS REAL ESTATE SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, DESPITE THE LIMITATION ABOVE, LAWLESS REAL ESTATE SERVICES IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES

DESCRIBED ABOVE, THEN THE LIABILITY OF LAWLESS REAL ESTATE SERVICES WILL IN NO EVENT EXCEED THE SERVICE FEES YOU PAID TO LAWLESS REAL ESTATE SERVICES IN CONNECTION WITH SUCH TRANSACTION(S) ON THIS WEBSITE. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF LAWLESS REAL ESTATE SERVICES. THE AGGREGATE LIABILITY OF CLASSIC LOCATORS INC ARISING OUT OF OR RELATING TO THIS WEBSITE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED BY LAWLESS REAL ESTATE SERVICES FROM YOU.

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If you are aware of a potential infringement of our intellectual property, please contact Kelly Lawless at [manager@lawlessrealestateservices.com](mailto:manager@lawlessrealestateservices.com).

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3. Your name, email, address and telephone number; and

4. A statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the work, its agent or the law.

Please note that we will not process your complaint if it is not properly filled out or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys' fees for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by the Content on this Website.

You may submit your claim to us by contacting us at:

Lawless Real Estate Services LLC

Kelly Lawless - 817-323-0114

[manager@lawlessrealestateservices.com](mailto:manager@lawlessrealestateservices.com)

## Governing law, severability, dispute resolution and venue

These Terms shall be governed and construed in accordance with the laws of the state of Texas, United States, without regard to its conflict of laws provisions. THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. 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 you and us regarding our Website, and supersede and replace any prior agreements we might have had with you regarding the Website.



Any controversy or claim arising out of or relating to these Terms including but not limited to the interpretation or breach thereof shall be resolved in a court of competent jurisdiction in Tarrant County, Texas.

YOU AND LAWLESS REAL ESTATE SERVICES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

## Changes to Terms of Service

We reserve the right to make changes to these Terms of Service at any time. We will not provide you with any notice when we make changes to this Terms of Service.

## Questions

If you have any questions about our Terms of Service, please contact us at [manager@lawlessrealestateservices.com](mailto:manager@lawlessrealestateservices.com)

