# **Terms and Conditions**

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Title Insurance for Real Estate

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You agree to indemnify, defend and hold harmless The Title Company of Jersey, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Title Company of Jersey reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Title Company of Jersey in asserting any available defenses.

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Title Company of Jersey as a result of this agreement or use of the Site. The Title Company of Jersey's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Title Company of Jersey's right to comply with governmental, court and law enforcement requests or requirements relating to

your use of the Site or information provided to or gathered by The Title Company of Jersey with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Title Company of Jersey with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Title Company of Jersey with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **Changes to Terms**

The Title Company of Jersey reserves the right, in its sole discretion, to change the Terms under which www.tcjonline.com is offered. The most current version of the Terms will supersede all previous versions. The Title Company of Jersey encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

The Title Company of Jersey welcomes your questions or comments regarding the Terms:

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