

Terms of Use

By using the U.S. Deeds, P.A. or TurboDeed website (all pages collectively referred to as the "Site") and/or submitting a request for any document or service to U.S. Deeds, P.A. or TurboDeed, you agree to follow and be bound by these terms of use and service (this "Agreement") and agree to comply with all applicable laws and regulations with respect to your use of the Site and the Services. In this Agreement, the words "you" and "your" refer to each customer, Site visitor, or Site user, "we", "us" and "our" refer to U.S. Deeds, P.A. and/or TurboDeed (collectively referred to herein as "USD") and "Services" refers to all services provided by U.S. Deeds, P.A., including without limitation, those provided through its TurboDeed line of business provided to you in response to a validly submitted request for service by you.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE OR SUBMITTING ANY REQUEST FOR SERVICES. BY ACCESSING OR USING THE SITE AND/OR SUBMITTING ANY REQUEST FOR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE OR SUBMIT A REQUEST FOR ANY SERVICES. USD MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE OR SUBMISSION OF REQUESTS FOR SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

YOU AGREE THAT BY USING THE SITE AND/OR REQUESTING ANY SERVICES YOU ARE AT LEAST 18 YEARS OF AGE, YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT AND YOU ARE LEGALLY ABLE TO BIND YOURSELF AND THE PERSONS OR ENTITY ON BEHALF OF WHOM YOU ACCEPT THIS AGREEMENT.

1. Privacy Policy: The following are the privacy practices for USD and our websites: <http://www.usdeeds.com> and <http://www.turbodeed.com>. This privacy notice applies solely to information collected by the Site, except where stated otherwise. It will notify you of the following: (1) what information we collect; (2) with whom it is shared; (3) how it can be corrected; (4) how it is secured; (5) how policy changes will be communicated; and (6) how to address concerns over misuse of personal data.

(a) Information Collection, Use, and Sharing. We are the sole owners of the information collected on the Site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request for Services or to produce or record a deed in the public records of the jurisdiction where the subject property is located. Unless you ask us not to, we may contact you via email in the future to tell you about products or services, or changes to this privacy policy.

(b) Your Access to and Control Over Information. You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number provided on the Site: (i) see what data we have about you, if any; (ii) change/correct any data we have about you; (iii) have us delete any data we have about you; and (iv) express any concern you have about our use of your data.

(c) Registration. In order to use the Site to submit an order, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the Services in which you have expressed interest. At your option, you may also provide other information about yourself, but it is not required.

(d) Orders. We request information from you on the order pages of the Site. To order a Service, you must provide contact information as well as information about the parties to a requested conveyance and the property involved in the Services you request. This information is used for billing purposes and to fulfil your request. If we have trouble processing an order, we'll use your information to contact you.

(e) Sharing. We do not share aggregated demographic information with our partners and advertisers but may do so in the future. This will not be linked to any personal information that can identify any individual person. We use a credit card processing company to bill users for goods and services. We do not retain credit card information nor do we or the processing companies retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order. We partner with outside attorneys to provide document preparation services and with outside title companies to provide deed retrieval services. When the user places an order for Services, we will share names and other information that is necessary for the third party to provide these Services. These parties are not allowed to use personally identifiable information except for the purpose of providing these Services.

(f) Security. We take precautions to protect your information. When you submit sensitive information via the Site, your information is protected both online and offline. If we collect sensitive non-public information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (e.g. billing or customer service) are granted access to personally identifiable information. The computers/servers on which we store personally identifiable information are kept in a secure environment.

(g) Cookies. We use "cookies" on the Site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to the Site and identify repeat visitors to the Site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on the Site. Cookies can also enable us to track and target the practices of our users on our site to enhance their experience. Usage of a cookie is in no way linked to any personally identifiable information on the Site.

(h) Links. The Site may contain links to other websites. Please be aware that we are not responsible for the content or privacy practices of such other websites. We encourage our users to be aware when they leave the Site and to read the privacy statements of any other website that collects personally identifiable information.

(i) Notification of Changes. Whenever material changes are made to the privacy notice, an updated privacy policy will be made available on the Site. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 813-643-7987 or via email at contactus@usdeeds.com

2. Access: To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that

others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

3. Ownership, Copyright, Licenses, Submissions: This Site is owned and operated by U.S. Deeds, P.A. All right, title and interest in and to the materials provided on this Site, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned either by USD or by our respective third party authors, developers or vendors ("Third Party Providers"). The entire contents of the Site are protected by copyright and trademark laws and other proprietary rights. The owner of the copyrights and trademarks are USD, its affiliates or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE. You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. You do not obtain an ownership right to any content, document, or other materials viewed through the Site. This permission terminates automatically without notice if you breach any of the terms or conditions of this Agreement. On any such termination, you agree to immediately destroy any downloaded or printed Materials. You agree to grant to USD a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Site (such as bulletin boards, forums and newsgroups) or by e-mail to USD by all means and in any media now known or hereafter developed. You also grant to USD the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against USD for any alleged or actual infringement or misappropriation of any proprietary right in your communications to USD. If you believe that your work has been infringed upon please provide us with a statement including a description of said copyright, location, and electronic signature of owner as well as a statement that the above information is accurate and you are the owner of said copyright or authorized to act upon and provide us with the name, address, email, and phone number as to a way of contacting you.

4. Trademarks: Publications, products, content or services referenced herein or on the Site are the exclusive trademarks or service marks of USD. Other product and company names mentioned in the Site may be the trademarks of their respective owners.

5. Use of the Site: You understand that, except for information, products or services clearly identified as being supplied by USD, USD does not operate, control or endorse any information, products or services on the Internet in any way. Except for USD identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with USD. You also understand that USD cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

6. Limited Right to Use: You have a limited, nonexclusive license for use solely by you for your own personal use for which the Service relates, or if you are an attorney or professional, for your client, to any printed, viewed, or downloaded content, document, or image. You may not use it for sublicensing, sales, republication, distribution, obligations, groundwork of plagiaristic content, or other use.

7. Modification: USD reserves the right to edit or delete any reports, or contents appearing on the Site.

8. Nontransferable: Any right that USD provides you to use of the Site for access is nontransferable as well as all reports, documents, and information you may download or view.

9. No Warranty: You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. USD PROVIDES THE SITE AND RELATED INFORMATION "AS IS" "AS AVAILABLE" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, INFORMATION, DOCUMENT OR SERVICE PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, AND USD SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. USD AND OUR AFFILIATES DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. UNDERSTAND FURTHER THAT THE PURE NATURE OF THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH MAY BE OFFENSIVE TO YOU. YOUR ACCESS TO SUCH MATERIALS IS AT YOUR RISK. USD HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS. NO ORAL OR WRITTEN ADVICE PROVIDED BY USD OR ITS AUTHORIZED AGENT SHALL CREATE ANY WARRANTY.

10. Limitation of Liability: YOU AGREE THAT USD IS NOT LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES OR REQUEST FOR SERVICES SUBMITTED TO USD, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF USD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL USD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO USD PURSUANT TO THIS AGREEMENT FOR THE SERVICES ORDERED. You acknowledge and agree that the above limitations of liability together with the other provisions in this Agreement that limit liability are essential terms and that USD would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above limitations of liability.

11. Indemnification: EXCEPT AS PROHIBITED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS USD, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, ACTUAL OR PENDING CLAIMS, ACTIONS, DAMAGES, EXPENSES INCURRED OR SUFFERED BY THE INDEMNIFIED PARTIES ARISING FROM YOUR USE OF THE SITE, OR YOUR BREACH OR VIOLATION OF THIS AGREEMENT, THE RIGHTS OF A THIRD PARTY OR APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR

IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS.

12. Third Party Rights: The provisions of this Agreement are for the benefit of USD and its officers, directors, employees, agents, licensors, suppliers, and any of their third party providers. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

13. Press Release: If information about USD and this Site is released and deemed accurate as of a particular date, we disclaim any responsibility to update that information.

14. Testimonials: The Site may use words and expressions like “estimates”, “intent”, “approximate”, “expects”, “believes”, and other similar terminology that are opinions based on postulations that are subject to reservations and uncertainties beyond our control.

15. Severability: If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

16. Communication and Forums: If the Site has a means of communicating member to member in any type of forum, you agree to send and use only information related to that forum. When using such forums you may not violate the legal rights of others, publish unlawful or obscene material, upload files that may damage the operation of another’s computer, upload copyrighted information unless you are the owner or such owner consents, delete an author’s post or uploaded information, falsify information, advertise or solicit anything, or download files illegally. All forums are public and not endorsed or approved by USD and USD reserves the right to remove any content contained in a forum as well as to deny use of the forum or the Site to any user.

17. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. You agree that any legal action or proceeding between USD and you, for any purpose concerning this Agreement or the parties' obligations hereunder or for any Services performed by USD for you shall be brought only the United States District Court for the Middle District of Florida, Tampa Division or, only if there is no federal subject matter jurisdiction, in any state court of Florida sitting in Tampa, Florida, and you hereby submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any cause of action or claim you may have with respect to any Services must be commenced within one (1) year after the event giving rise to the claim or cause of action or such claim or cause of action is waived and barred. USD’s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right and no employee of USD may change, waive or alter any provision of this Agreement unless in a writing signed by the then serving President of USD. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. USD may assign its rights and duties under this Agreement to any party at any time without notice to you. The Agreement shall take precedence if anything conflicts with said Agreement. If you choose to add a product or service to your order subsequent to this initial request, this Agreement will apply to that additional product or service request as well. Any rights not expressly granted herein are reserved.