# Terms & Conditions of Use

Welcome to the Strand Hill Web site. Strand Hill Properties provides the Strand Hill Web site (the “Web site” or “website”) and related services to you (“User”) as service of Strand Hill Properties d/b/a Strand Hill Christie’s International Real Estate (also referred to herein as "Strand Hill," "we" or "us' or "our"), subject to the following terms and conditions of use ('Terms and Conditions'). Please read the Terms and Conditions carefully before accessing or using the Web site.

By accessing or using the Web site, you agree to be bound by the Terms and Conditions. If you do not agree with the terms and conditions, you may not access or otherwise use the Web site.

### Privacy

Please review our [Privacy Policy](#_aqw6pg5x95l), which governs the protection and use of any personal information you may provide to us.

### Copyrights and Trademarks

Copyright in the material (including, but not limited to, software, web applications, text, photographs, maps or artwork) which appears on this Strand Hill vests in Strand Hill or in other entities where specified. Similarly, all trademarks on this Strand Hill website are the property(ies) of the respective owners.

### No Warranties

All information on the Web site is provide to Users on an 'as is', 'as available', and 'believed accurate' basis without warranty of any kind either express or implied, including but not limited to the implied warranties merchantability, fitness for a particular purpose, non-infringement or availability. All information is subject to errors, or change or withdrawal without notice.

The ability to provide real estate related services or products, such as home mortgages and insurance, varies from state to state. Nothing contained herein should be construed as an offer of such services or products in any state where such an offer would be unlawful.

Strand Hill does not warrant or make representations regarding the results that may be obtained by using the Web site or as to the reliability, accuracy or currency of any information, content or service acquired by use of the Web site. Listings may be withdrawn from the market at any time and are subject to errors, omissions, and prior sale or rental without notice.

Strand Hill does not warrant that the Web site, its servers, or e-mail transmitted by Strand Hill are free of viruses or other harmful components. Content may be updated, changed, modified, or withdrawn at any time. Use of the Web site and the Content is at your sole risk. Neither Strand Hill, its Content providers, or any person involved in the creation, production, distribution of this Web site warrant that the functions contained in this Web site will be uninterrupted or error-free, that defects will be corrected, or that the server that makes the Content available will be free of viruses or other harmful components.

### Limitation of Liability

Strand Hill, its licensees, directors, officers, employees, agents, vendors, and suppliers shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Web site or the Listings, even if the Company has been advised of the possibility of such damages.

### Indemnification

You agree to indemnify, defend and hold harmless Strand Hill, its licensees, officers, directors, employees, affiliates, and agents, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms and Conditions.

### Third Party Rights

These Terms and Conditions are for the sole benefit of Strand Hill, its licensees, its officers, directors, employees, affiliates, and agents. No other person, including any user of the Web site, shall have the right to assert a claim under these Terms and Conditions.

### Modifications to Terms of Use and Content

Strand Hill reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms and Conditions at any time. By using this Web site after Strand Hill has posted notice of such modifications, alterations or updates, you agree to be bound by such revised Terms and Conditions. In addition, Strand Hill reserves the right to make improvements and/or changes in the Content of the Web site at any time.

### Violations of Terms and Conditions of Use

Strand Hill reserves the right to seek all remedies available at law and in equity for violations of the Terms and Conditions set forth in the Web site, including the right to block access from a particular Internet address to the Web site. You agree that in the event the damages of a violation of these Terms and Conditions are difficult to determine, Strand Hill shall be entitled to $20,000 as liquidated damages for each violation of these Terms and Conditions, in addition to the right to block your access to the Web site and to seek injunction relief.

### Registration and Passwords

In consideration of your use of the Web Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form that you may fill out on any Web Site (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or Strand Hill has grounds to suspect that such Registration Data is untrue, inaccurate, not current or incomplete, Strand Hill has the right to suspend or terminate your account and refuse any and all current or future use of the Web Site (or any portion thereof).

You may receive a password and/or account designation, or a digital signature upon completing the registration process on the Strand Hill Web Site. You are responsible for maintaining the confidentiality of any such password, digital signature and account, and are fully responsible for all activities that occur under your password, digital signature or account. You agree to (a) immediately notify Strand Hill of any unauthorized use of your password, digital signature or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Strand Hill cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph.

### Linked Internet Sites

As a customer service, Strand Hill offers links to other sites. Strand Hill does not assume any responsibility for those sites or their privacy policies and provides those links solely for convenience of Strand Hill’s visitors. If you link to any other sites, you must do so at your own risk and may rely only on their terms and conditions and privacy policies. The inclusion of any link does not imply a recommendation or endorsement by Strand Hill of the linked site.

### Arbitration and General Provisions

Any claims relating to the Web site must be brought in the state or federal courts of the State of California and Los Angeles County and shall be governed by the laws of the State of California, without regard to conflict of laws.

# Disclaimer

Any use of this website other than for personal research is strictly forbidden. The use of website scraping, data harvesting, or search spidering for any use other than to supply search query results to private end-user consumers is strictly forbidden. These prohibitions pertain to, but are not limited to, any aggregation of our contributed community content, property listing content, or any other content or data appearing on this website, or individual pages of this website.

Strand Hill Properties d/b/a Strand Hill Christie’s International Real Estate (herein referred to as “Strand Hill”), which includes StrandHill.com, assumes no responsibility for any misleading content (whatever form), or incorrectly listed information due to inaccuracies in content or data supplied by any source to this website. All information presented on this website is deemed reliable but is not guaranteed and should be independently verified by the users of this website. Strand Hill makes no warranty, either expressed or implied, as to the accuracy of the content or data contained within or obtained from this website.

Some property listings that appear for sale on this website may not be available because they are under contract, have sold or are no longer being offered for sale. Strand Hill cannot guarantee the accuracy of MLS/IDX supplied real estate listing content. All property listing content is provided by the brokerage representing the listing. IDX (Internet Data (e)Xchange) and complete MLS data files may not be accepted by StrandHill.com. MLS/IDX searches are provided to users solely for personal research. You acknowledge that any reliance on material posted on the Strand Hill Web site will be at your own risk.

# Copyright and Digital Millennium Copyright Act Notification Policy

## Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the “Web site” or “website”) infringe your copyright, you may request removal of those materials (or access to them) from the Web site by submitting written notification to our copyright agent, designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

* Your physical or electronic signature.
* Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
* Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
* Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
* A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
* A statement that the information in the written notice is accurate.
* A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Attention: Chris Richardson

Strand Hill Properties

735 Tank Farm Road, Suite 130

San Luis Obispo, CA 93401

 Phone: 310.545.0707

Email: marketing@strandhill.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Web site is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

## **Repeat Infringers**

It is our policy in appropriate circumstances to disable or terminate the accounts of users who are repeat infringers.

# Privacy Policy

Strand Hill Properties d/b/a Strand Hill Christie’s International Real Estate (also referred to herein as "Strand Hill," "we" or "us' or "our") is committed to protecting the privacy of the users of its Web sites. This Privacy Policy discloses our privacy practices.

The purpose of this Policy statement is to inform you about:

* What kinds of information we collect from users of the RichardsonProperties.com web site at (the “Web site” or “website”) and how such information is collected
* How the information is used by us
* Whether we disclose any user information to third parties
* How you can access, update or delete any information that we collect about you and
* The security procedures which we use to protect your personal information

This Privacy Policy applies to www.strandhill.com and licensed agents of Strand Hill’s websites (singularly and collectively, the "Web Site" or "Web Sites".) The Web Sites are hosted by servers located in the United States ("U.S."), and all information submitted by you thus will be transferred to the U.S. regardless of your location. By using one or more of the Web Sites, you are consenting to this Privacy Policy and the collection, use and disclosure of your personal information by us as outlined in this Privacy Policy. If you do not agree with the terms described in this Privacy Policy, please do not use the Web Sites or submit any personal information. Your continued use of the Web Sites and submission of information will be deemed your conclusive acceptance of our Privacy Policy.

Strand Hill Properties d/b/a Strand Hill Christie’s International Real Estate reserves the right to change or amend this privacy policy at any time.

## Children’s Privacy

We respect the privacy of children and “child” means an individual under the age of 13. All information and content on this website is intended for individuals over the age of 18. Children under the age of 13 are prohibited from using this website. We do not knowingly collect, use or disclose personal information from children under the age of 13 without prior parental or guardian consent. If you believe any personal information is collected from someone under the age of 13 without parental or guardian consent, then please contact us to have that information deleted.

## How We Collect Information

Generally, you can visit the Web Site without revealing any personal information. Like many Web sites, our Web servers collect the Internet Protocol addresses, but not the e-mail addresses, of visitors. This information can measure the number of visits, average time spent on the site, pages viewed, and other such statistics. **For more information, please see our** [**Cookie Policy**](#_gfz7j1bq0d3z)**.**

We collect Personal Information from users of our Website, for example, through such users’ activities, transactions and completion of online forms on our Website. Such information is collected, for example, when users register or subscribe for accounts or features on our Website (for example, when you register to look at certain properties, or make a wish list), complete surveys, attend webinars, submit a comment or question to us using a “contact us” or similar feature on our Website, send us an e-mail, or in any other way submit Personal Information to us via our Website.

You may be able to send information about our services to your friends and family members through our Website by clicking on a “Share” or similar button on our Website or in an e-mail that we have sent you. In some of these cases (unless you simply forward our e-mail on your own), you may provide the e-mail address of your friend or family member to us.

Even if you do not register with us, when you access the Website from a mobile phone or other mobile devices, we may collect information from that device about your browser type, location, and Internet Protocol (IP) address, as well as the pages you visit. On a mobile device, we may utilize client/device-generated identifiers, statistical IDs, and your unique login.

In order for us to maintain the accuracy of your personal information and improve our communication with you, we may also combine the information we collect with other public geo-demographic information.

In addition, in order for us, our third-party content suppliers, or our licensees to provide certain services to you, you may be asked for information that identifies you, including your name, e-mail address, mailing address, zip code, telephone number, fax (collectively, "Personal Information"). You may also elect to provide such information to us by sending or responding to e-mails regarding certain listings or services offered on our Web Site, our third-party content suppliers, or licensees. Examples of such third party sites are iHomeFinder, MailChimp, Google Products, and its subsidiaries. Strand Hill, as a customer service, offers links to other sites, and does not assume any responsibility for those sites or their privacy policies and provides those links solely for convenience of Strand Hill’s visitors. If you access any of these other sites, you must do so at your own risk and may rely only on their terms and conditions and privacy policies.

## How we Use and Disclose Your Information

We collect, generate, retain, and use your Personal Information for our own internal purposes in connection with the facilitation, recording and processing of any requests, communications, or interactions you may have with our Web site. We also collect and store statistics and other information about you and your online activities on an aggregated, non-personally identifiable basis and in a manner that may allow us or our affiliated or related entities, third-party content suppliers, or licensees to improve services to you.

Your Personal Information may also be used by us to provide you with information regarding our products and services. For example, we may use your e-mail address to send you special announcements and notifications of new real estate listings, services or promotions that may be of interest to you. You have the right to “opt in” and to “opt out” of certain uses of your Personal Information and may change your preferences regarding such uses at any time by clicking on the opt-out link within emails your recieve. Please be aware that it may take up to 10 business day(s) for Strand Hill to update your preferences. During that time, you may continue to receive messages from us. Alternatively you can contact us at marketing@strandhill.com or +1 310.545.0707.

Your Personal Information may be released when you consent or direct StrandHill.com to share the information. StrandHill.com also reserves the right to share your Personal Information in the event of a legal obligation to do so for protection from harm. We may release your Personal Information when StrandHill.com has a good faith belief that access, use, preservation or disclosure of the personal information is reasonably necessary to (a) satisfy any requirement of law, regulation, legal process, or enforceable governmental request, (b) enforce or investigate a potential violation of the Terms of Use, (c) detect, prevent, or otherwise respond to fraud, security or technical concerns, or (d) protect the rights, property, or safety of StrandHill.com, its users, or the public against harm.

When and if StrandHill.com is involved in a merger, acquisition, or any form of sale of some or all of its business, personal information may be transferred along with the business.

We may share with third parties aggregate information or information that does not personally identify individuals.

## Information Retention

In general, we will retain your personal information for the length of time reasonably needed to fulfill the purposes outlined in this privacy policy (including for as long as needed to provide you or our customer with products and services), unless a longer retention period is required or permitted by law.

## GDPR Visitor Rights

Under the GDPR, if you are within the European Union, you are entitled to certain rights and information listed below.

We will retain any information you choose to provide to us until the earlier of:

* You ask us to delete the information by sending a request to marketing@strandhill.com. Please note that such requests may result in you no longer being able to access content previously provided to you.
* Our decision to cease using our existing data providers.
* Strand Hill decides to no longer be in business or continue to offer the services.
* The data is no longer needed to provide you service, is too costly to maintain further retention, or the Company finds it outdated.

You have the right to request access to your data that we store and have the ability to access your personal data.

You have the right to either rectify or erase your personal data. You have the right to verify the accuracy of your personal data and have it corrected or removed completely

You have the right to seek restrictions on the processing of your data. When you restrict the processing of your data, we can store your data but cannot process it further.

You have the right to object to the processing of your data in certain circumstances including but not limited to direct marketing, profiling, scientific or historical research purposes, statistical purposes, automated decision making and profiling and tasks based on legitimate interests or in the public interest/exercise of official authority.

You have the right to the portability of your data. You have the right to request your personal data from us, receive it and transfer it to another controller.

You have the right to withdraw consent at any time. If you have provided consent to Strand Hill’s processing of your personal data, you have the right to withdraw that consent any time without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably necessary to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

## California Consumer Privacy Act

Under California law, California residents have the right to request in writing from businesses with whom they have an established business relationship (1) a list of categories of personal information, such as name, address, e-mail address, and the type of services provided to the customer, that a business has disclosed to third parties [including affiliates that are separate legal entities] during the immediately preceding calendar year for the third parties’ direct marketing purposes and (2) the names and addresses of all such third parties.

To request the above information please contact us by writing to the address below, or to marketing@strandhill.com

We will respond to such requests within 30 days of receipt. Please note that we are only required to respond to each customer once per calendar year.

## Strand Hill Is Subject to the Investigatory and Enforcement Powers of the Federal Trade Commission and Complies With Lawful Data Requests

Like most businesses, Strand Hill Properties d/b/a Strand Hill Christie’s International Real Estate is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). Similar to any legal requirement to provide data, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

## Inquiries & Who to Contact

For any inquiries, concerns or requests, please contact us at:

Email: marketing@strandhill.com

Call us at +01 310.545.0707

## Cookies

Cookies are small pieces of information that are stored by your browser on your computer's hard drive. Cookies allow Web sites to recognize you when you return and can keep track of information specific to you.

We use a programming tool that uses a temporary cookie to save persistent information on a per session basis. These temporary cookies are discarded as soon as you close your browser. You can view the cookies used on this site by reviewing our [Cookie Policy](#_gfz7j1bq0d3z).

In addition, consistent with standard practices in the Internet industry, you may occasionally receive cookies from third parties to which you link from our Web Site. We do not control these third-party cookies, and they are not subject to this Privacy Policy. If you prefer, you may set your browser to ask for your permission before you receive a cookie.

## Do Not Track Disclosure for California Residents

You may set "Do Not Track" signal preferences in your web browser(s). This is a way for you to communicate to websites that you do not want certain information collected about your web visits collected over time and across websites or via online services. California law requires that websites disclose their practices regarding their response to "Do Not Track" signals. We currently do not track our customers over time and across third party websites. Therefore, at this time we do not respond to "Do Not Track" signals. For more information about "Do Not Track" please visit [https://oag.ca.gov/sites/all/files/agweb/pdfs/cybersecurity/making\_your\_privacy\_practices\_public.pdf](https://www.leadingre.com/external-link?url=https%3A//oag.ca.gov/sites/all/files/agweb/pdfs/cybersecurity/making_your_privacy_practices_public.pdf)

## Information Sharing and Disclosure

Information about our customers is important to our business, and we will not sell your personal information. We share customer information only with our related or affiliated entities. These partners and service providers do not have any independent right to share this information.

## Data Security

Data security is critical to us and thus all Personal Information is held in a secured database. While it is impossible to guarantee the complete security of any computer system and the data contained therein, we maintain and implement robust security policies and procedures that combine with available technologies in accordance with prevailing industry standards, all of which are designed to protect the confidentiality, integrity, and availability of your Personal Information.

# Cookie Policy

To make this site work properly, we sometimes place small data files called cookies on your device. Most big websites do this too.

## What are cookies?

A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don’t have to keep re-entering them whenever you come back to the site or browse from one page to another.

## How do we use cookies?

* We use cookies to optimize your experience on our site. On some sites, they can remember your preferences or provide prompts that save you time. If you opt to turn the cookies off, some site functions may not be optimized
* We deploy cookies that we control and some that are third-party where we do not control their purpose.
* The cookies we use will not be used for anything beyond the purpose stated here. For some of our sites, the cookies change, as does their purpose.
* If you do not want to use these cookies, you can control and/or delete cookies as you wish – for details, see [aboutcookies.org](https://www.leadingre.com/external-link?url=https%3A//www.aboutcookies.org/). You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

## An example of a cookie at work

A number of our pages use cookies to enhance your experience. They can help remember:

* your display preferences, such as contrast color settings or font size
* if you have already replied to a survey pop-up that asks you if the content was helpful or not (so you won't be asked again)
* if you have agreed (or not) to our use of cookies on this site

Enabling these cookies is not necessary for the website to work, but it will provide you with a better browsing experience. You can delete or block these cookies, but if you do that some features of this site may not work as intended.

# Fair Housing Statement

Strand Hill Properties d/b/a Strand Hill Christie’s International Real Estate and all of its agents prohibits housing discrimination on the basis of specific “protected classes”, which include race, color, religion, national origin, gender, familial status, disability, marital status, and age, among others protected by local fair housing ordinances, local laws and the federal Fair Housing Act.

For more information about the Fair Housing Act, please visit: <https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint>

To view California State’s Fair Housing Notice, please visit: <https://www.dfeh.ca.gov/housing/>

# Equal Opportunity Employer

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disabled status.

# Strand Hill Website Accessibility Statement

Strand Hill strives to provide all of our online visitors with an enjoyable website experience. To that end, we are actively working to improve website accessibility for all of our members and guests with disabilities. If you are experiencing any trouble navigating, viewing, or otherwise accessing content appearing on these pages, please do not hesitate to contact our Strand Hill website administrator at marketing@strandhill.com or +01 310.545.0707. Our goal at Strand Hill is to ensure that you have access to the tools and resources you need. If you require any of our website content in an alternate format, please let us know, and we will do everything within our means to provide it to you.

We welcome any and all suggestions for improving our website's accessibility. Please do not hesitate to reach out with any questions, comments, or concerns.

Thank you!

The Strand Hill Team