

## **Terms and Conditions**

### **HomeSalesNearDisney.com**

Operated by Matthew Montalvo, PA

**Effective Date:** October 12, 2026

#### **1. Acceptance of Terms**

These Terms and Conditions ("Terms") govern your access to and use of the website homesalesneardisney.com (the "Site"), operated by Matthew Montalvo, PA ("we," "us," or "our"). By accessing or using the Site, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you do not agree, please do not use the Site.

#### **2. Eligibility**

You must be at least 18 years old and able to form a binding contract to use the Site. By using the Site, you represent that you meet these requirements.

#### **3. Purpose of the Site; No Agency Relationship**

The Site provides information about homes for sale and real estate in and around the Walt Disney World area, along with related tools and features. The information on the Site is for general informational purposes only and is not legal, financial, tax, or professional advice.

Using the Site, submitting a form, or communicating with us through the Site does not create an agency, brokerage, fiduciary, attorney-client, or other professional relationship. Any such relationship will exist only if and when a separate written agreement is signed.

#### **4. User Accounts and Saved Searches**

Some features, such as saved searches, favorite listings, and listing alerts, may require you to create an account. If you create an account, you agree to:

- Provide accurate, current, and complete information.
- Keep your login credentials confidential and notify us promptly of any unauthorized use.
- Accept responsibility for all activity that occurs under your account.

We may suspend or terminate accounts that violate these Terms or that we reasonably believe are being misused.

#### **5. Listing Alerts and Communications**

If you sign up for listing alerts, newsletters, or other updates, you consent to receive them by email and, where you have given consent, by text message or phone. Message and data rates may apply to texts. You may opt out of marketing emails using the "unsubscribe" link, and you may opt out of texts by replying STOP. Consent to receive marketing communications is not a condition of purchasing any property or service. We may still send you account-related or service messages. See our Privacy Policy for more information on how we handle your contact details.

## **6. Property Listing Information (IDX / MLS Data)**

Listing information displayed on the Site is provided through an Internet Data Exchange (IDX) feed from participating Multiple Listing Services and is provided for your personal, non-commercial use only. You may use it only to identify properties you may be interested in purchasing. Listing data is deemed reliable but is not guaranteed accurate. Prices, availability, square footage, taxes, HOA fees, and other details can change without notice or may contain errors. You should independently verify all information and consult qualified professionals before making any decision.

You may not copy, scrape, harvest, republish, or redistribute listing data or use automated tools to collect it.

## **7. Calculators and Valuation Tools**

The Site may offer home valuation, mortgage payment, affordability, or similar calculators and estimates. These tools are provided for illustration and general guidance only. They:

- Are **not appraisals**, broker price opinions, loan offers, or commitments to lend.
- Rely on assumptions and third-party data that may be incomplete or out of date.
- May produce results that differ significantly from actual market value, loan terms, or costs.

You should consult a licensed appraiser, lender, tax advisor, or other qualified professional before relying on any estimate.

## **8. User Content**

The Site may allow you to submit content such as reviews, comments, messages, or other materials ("User Content"). You are solely responsible for your User Content. By submitting it, you:

- Represent that you own it or have the right to submit it, and that it does not violate any law or third-party right.

- Grant us a non-exclusive, worldwide, royalty-free, perpetual, sublicensable license to use, reproduce, modify, display, and distribute your User Content in connection with operating and promoting the Site and our business.

We may, but are not obligated to, review, edit, refuse, or remove any User Content at our sole discretion, including content that we believe violates these Terms. We do not endorse any User Content and are not responsible for statements made by users.

## **9. Prohibited Conduct**

You agree not to:

- Use the Site for any unlawful, fraudulent, or deceptive purpose.
- Submit false, misleading, defamatory, harassing, obscene, discriminatory, or infringing content.
- Impersonate any person or misrepresent your affiliation with any person or entity.
- Interfere with or disrupt the Site, its servers, or its security, including by introducing viruses or malicious code.
- Use bots, scrapers, or other automated means to access the Site or collect data without our written permission.
- Attempt to gain unauthorized access to any account, system, or data.
- Use the Site or any information on it to send unsolicited commercial messages or to compete with us.

## **10. Fair Housing**

We are committed to compliance with the federal Fair Housing Act and applicable Florida fair housing laws. We do not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, or any other characteristic protected by law.

## **11. Intellectual Property**

The Site and its content, including text, graphics, logos, design, layout, and software, are owned by us or our licensors and are protected by copyright, trademark, and other intellectual property laws. Listing data and MLS content belong to their respective owners. You may view and use the Site for your personal, non-commercial purposes only. You may not copy, reproduce, modify, distribute, or create derivative works from any part of the Site without our prior written consent.

If you believe content on the Site infringes your copyright, please contact us at the email address in Section 18 with enough detail for us to identify the material and respond.

## **12. Third-Party Links and Services**

The Site may link to or integrate third-party websites, lenders, service providers, and tools. We do not control and are not responsible for their content, accuracy, policies, or practices. Your use of third-party services is at your own risk and subject to their terms.

## **13. Disclaimer of Warranties**

THE SITE AND ALL CONTENT, LISTINGS, TOOLS, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY LISTING OR INFORMATION IS ACCURATE, COMPLETE, OR CURRENT.

## **14. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR OWNERS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SITE WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

## **15. Indemnification**

You agree to indemnify, defend, and hold harmless Matthew Montalvo, PA and its owners, officers, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of your use of the Site, your User Content, your violation of these Terms, or your violation of any law or third-party right.

## **16. Termination**

We may suspend or terminate your access to the Site or your account at any time, with or without notice, for any reason, including violation of these Terms. You may stop using the Site or close your account at any time. Sections that by their nature should survive

termination, including those on intellectual property, disclaimers, limitation of liability, indemnification, and governing law, will survive.

## **17. Governing Law and Venue**

These Terms and any dispute arising out of or relating to them or the Site are governed by the laws of the State of Florida, without regard to its conflict-of-law principles. You agree that any legal action or proceeding will be brought exclusively in the state or federal courts located in or serving Osceola County, Florida, and you consent to the personal jurisdiction and venue of those courts.

## **18. Contact Us**

If you have questions about these Terms, contact us at:

**Matthew Montalvo, PA**

Website: [homesalesneardisney.com](http://homesalesneardisney.com)

Email: [info@homesalesneardisney.com](mailto:info@homesalesneardisney.com)

## **19. Changes to These Terms**

We may update these Terms from time to time. When we do, we will post the updated version on this page and revise the Effective Date above. Your continued use of the Site after changes are posted means you accept the updated Terms.

## **20. General**

These Terms, together with our Privacy Policy, are the entire agreement between you and us regarding the Site. If any provision is found unenforceable, the remaining provisions will remain in effect. Our failure to enforce any provision is not a waiver of it. You may not assign these Terms without our consent; we may assign them freely.