Terms & Conditions

Agreement between User and peakandprosper.com
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peakandprosper.com is an E-Commerce Site.

Real Estate Virtual Assistance

Electronic Communications

Visiting peakandprosper.com or sending emails to Peak & Prosper constitutes electronic communication. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Peak & Prosper does not knowingly collect personal information from persons under the age of thirteen, either online or offline. If you are under the age of 13, you may use peakandprosper.com only with the permission of a parent or guardian.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Peak & Prosper or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

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International Users

The Service is controlled, operated, and administered by Peak & Prosper from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Peak & Prosper Content accessed through peakandprosper.com in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Peak & Prosper, 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. Peak & Prosper 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 Peak & Prosper in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a

single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Liability Disclaimer

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Termination/Access Restriction

Peak & Prosper reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the state of New Jersey and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Peak & Prosper as a result of this agreement or use of this Site. Peak & Prosper's performance of this agreement is in derogation of Peak & Prosper'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 Peak & Prosper with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, without limitation, 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 Peak & Prosper with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Peak & Prosper 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 of the parties that this agreement and all related documents be written in English.

Changes to Terms

Peak & Prosper reserves the right, in its sole discretion, to change the Terms under which peakandprosper.com is offered. The most current version of the Terms will supersede all previous versions.Peak & Prosper encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Peak & Prosper welcomes your questions or comments regarding the Terms:

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Effective as of May 25,2026