

TERMS OF USE
&
NON COMPETE

FloridaRealEstate.Chat
&
The WhatsApp Group Chat for Florida Real Estate Chat
AKA: “The Chat”

IMPORTANT

Legally Protected & Proprietary, Confidential, Privileged,
Owned, Data, Information:

The phone numbers, names, and contact information, due to their unique and intrinsic value, due to their compilation, extreme targeted audience, income potential, combined net worth, years of know how and money and time into building such compilation, value to competitors, potential of massive lose income, and due to the openness at which they are able to be observed, plus the value of the substantial and irreplaceable relationships chat founder has nurtured over 20 years:

Wherefore, all members of “The Chat” agree to be strictly bound by CHAPTER 688 UNIFORM TRADE SECRETS ACT FLORIDA LAW and agree that the compilation of chat members and their contact information is proprietary, confidential, trade secret product, data, compilation, of “The Chat”

WHEREAS, chat members and thus recipients of contact information such as; phone numbers, whatsapp contact information, whatsapps links to external business platforms and websites, shall strictly maintain the confidentiality of said Proprietary Information and protect the legitimate business interests of “The Chat.”

The term “legitimate business interest” includes, but is not limited to:

1. Trade secrets, as defined in s. 688.002(4), Florida Statutes
2. Valuable confidential business or professional information that otherwise does not qualify as trade secrets.
3. ***Substantial relationships*** with specific prospective or existing customers, patients, or clients.
4. Customer, patient, or client associated with:
 - a. An ongoing business or professional practice, or transaction
 - b. A specific geographic location; or Zip Code, or
 - c. A specific marketing criteria, tactic, system, or trade

Forbidden Theft/Scraping/Selling/Use/ of Member Data or Contact Info:

Any member or person or business who is caught transcribing/copying/stealing or using outside of the chat

any of the members phone numbers or contact information to advertise, contact, sell, solicit, network, or otherwise engage in commerce, or compete with “ The Chats” legitimate business interests, such as:

- a. Real Estate Sales
- b. Real Estate Mentoring
- c. Real Estate Wholesaling
- d. Competing or Similar WhatsApp Chats
or offers to Join Real Estate Marketing Channels like
- e. Email Marketing
- f. SMS Marketing
- g. Network Event Invitations
- h. Website Sign Up Form

ARE STRICTLY FORBIDDEN AND AGAINST THE CHAT RULES AND TERMS OF USE and NON COMPETE

Please Transact all Real Estate Sales thru the Admin

*** Do Not Offer Competing Products or Services to “The Chat”, that compete with “The Chat”. See aforementioned forms of forbidden competition.**

Each incident/members information stolen will be dealt with as such: Each incident will be considered by “ The Chat”as a \$2,500 civil penalty, plus all applicable and conceivable damages legally allowed and calculated and compounding with 18% Interest and Accounting 10% a year for inflation in addition thereto.

Additionally, and notwithstanding, any electronic payment method on file, you hereby agree, and authorize “The Chat” to charge \$2,500 penalty per customer or incident, to be calculated by “The Chat” discretion.

“The Chat” will be obligated to provide indisputable evidence or a preponderance of evidence of the alleged violation, to the alleged violator, before any such charges can be made.

The Chat is here to serve members honestly, fairly, and with utmost integrity at all times. The Chat is NOT to penalize people for honest mistakes. Bad Intentions will be scrutinized

CHAT RULES

By participating in “The Chat”, you hereby agree to abide by and be bound legally, ethically, and otherwise, to the Chat Rules located on the website www.FloridaRealEstate.Chat

Violation of Chat Rules:

- a. A private reminder of the rules
- b. Permanently banned or temporarily suspended from the WhatsApp Chat

Undisputable Violations of Circumvention:

- a. Circumventing the Admin on a deal introduced to you by the Admin. Whereby through out the process of due diligence of a property by Chat Member, created for “Chat Member” by “ The Chat” you decide to buy from another wholesaler, or go direct to our seller/ assignor.
- b. Exchanging Contact Information with Sellers/Wholesalers at Showings. c. Contacting Sellers/Wholesalers after closings

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Additionally, and not withstanding, any electronic payment method on file, you hereby agree, and authorize “ The Chat” to charge \$2,500 penalty per customer or incident, to be calculated by “The Chat” discretion.

“ The Chat” will be obligated to provide undisputable evidence or a preponderance of evidence of the alleged violation, to the alleged violator, before any such charges can be made.

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Free/ Lifetime Membership

a. Buy a property from Wholesale Home Sales, LLC and get a FREE Membership for Life. With the restriction of 1 Property Purchase within every 12 month period. Should there be a lapse, a new membership will be activated at \$9.99 a month until such time as the aforementioned process repeats.

Cancellation Policy:

Billing Cycle is every 30 days from your original date of purchase. You may cancel at any time. By cancelling, your next billing cycle and future billing cycles will be cancelled.

To Cancel: Email Iamthemanagerllc@gmail.com and include your billing name, last 4 of the card on file, chat phone number.

Refund Policy

There are no prorated refunds for cancellations. Services are considered rendered and completed at the time of payment. There are NO Refunds. You may cancel at any time. See the Cancellation Policy.

REMEDIES:

1. Legal Action. Jurisdiction of Pinellas County, or Broward County at the “The Chat” decision. STATE OF FLORIDA
2. All Litigation must have conditions precedent of a Letter of Intent to Sue, and contain the evidentiary information, the grievance, the demand, and contact information of the person or their attorney. It must be emailed to Iamthemanagerllc@gmail.com and sent certified return receipt mail to 1314 E Las Olas Blvd # 607 Fort Lauderdale FL 33301 ATTN: Wholesale Home Sales, LLC
3. The Chat Member will not be entitled to a Jury Trial.
4. All Claims must be made in small claims court by any Chat Member, Business or Person suing “The Chat”
5. No damages or compensation of any kind, including attorneys fees may be awarded to any person or entity suing “The Chat”
6. The maximum award, compensation, damages, judgment, you agree to pursue, regardless of how excess your perceived or actual damages may be is \$25,000 and is pre agreed to be paid in monthly installments over 5 years with ZERO INTEREST.
7. The Chat reserves all rights and remedies under the law and is not bound or limited or restrained by these remedies as Chat Members are bound.
8. When suing “The Chat” you are forbidden from naming any individual corporate members as Defendants or Parties.

9. No Attorney Fees will be sought or awarded against “ The Chat”.

10. There is no Arbitration or Mediation Clauses or Agreement.

The Chat reserves the right to seek civil damages, or immediate liquidated damages by charging credit, debit, or other electronic payment methods on file for the most egregious and blatant violations of the Chat Rules, in accordance with the Undisputable Violations of Circumvention & Forbidden Theft/Scraping/Selling/Use/ of Member Data or Contact Info Sections of this Terms of Use, aforementioned.

ENGLISH/ NO HABLO INGLES?

English is your first language. You fully understand this Term of Use, and agree to abide by your obligations. If English is not understood by the Chat Member that is not a meritorious defense or justification to violate “That Chat” rules and you have the opportunity to seek clarification, translation, or advice from **an attorney.**

CONSENT:

To use “The Chat” you agree you are above the age of 18 years old.

MEMBER CONDUCT:

Follow your industries code of ethics.

Do not violate the civil rights of members

Do not slander other members

Do not bully members

Follow the Chat Rule and Who Should Join Disclaimer.

You may be terminated from “The Chat” by the Admin sole discretion for any violation of Member Conduct.

COMPLETE AGREEMENT:

This Terms of Use is Legally Binding Contact & Non Compete governed by the United States Constitution and Florida Law.

The Terms of Use is complete and comprises the full agreement and understanding between Chat Members and The Chat, AKA “ The Parties”

Definitions:

“The Chat”= FloridaRealEstate.Chat. Whats App Group Chat for Florida Real Estate.Chat- The Chat Operated by 954 415 0122, and Wholesale Home Sales, LLC. For the Purposes of the Terms of Use, Privacy Policy, SMS Opt In, and other communications disclosures, and legal notices, these above

entities shall be considered 1, and deemed “That Chat”. By Consenting to communication to 1 Entity comprised within “The Chat” you agree to communication from “The Chat” as a whole and individually.

Chat Member= Anyone, person ,or business, or phone number that is participating in the chat by having voluntarily joined the chat weather a Free Member or Paid Member.

The Parties= Chat Members and The Chat, AKA “ The Parties”

Chat Rules= <https://floridarealestate.chat/chat-rules/>

Chat Website= www.FloridaRealEstate.Chat

Contact Info for Accounting, Legal, or Administrative Needs=
IamtheManagerLLC@gmail.com

Admin= Chat Admin Rich @ 954 415 0122

Consult Blacks Law Dictionary for any Legal Terms Used Herein.

The PARTIES to The TERMS OF USE are as follows:

-The Chat Members

-The Chat

(SEE DEFINITIONS)

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