

## **PRIVACY POLICY**

Your privacy is important to us. This notice explains our online information practices and the choices you can make about the way your information is used at our Website ([www.michellesmallsrealty.com](http://www.michellesmallsrealty.com))

### **Collection of Personal Information**

MSR (Michelle Smalls Realty) may collect certain personally identifiable information (“personal information”) about you when you visit our Website. Examples of personal information we may collect include your name, address, telephone number, fax number, e-mail address, ID, Social Security Number

### **Use of Personal Information**

MSR will only use your personal information where we have a lawful basis to do so. The following are examples of how we might use your personal information:

- **Providing Housing:** We will use and disclose personal information in such a manner as we believe is reasonably necessary to provide our services.

We use personal information you provide solely to respond to your inquiry or process an application form you have completed on various sections of our Website.

We typically will not contact you about other matters, unless you specifically request it, nor will we share, rent, or sell your personal information.

We use non-personally identifiable information to analyze site usage (such as aggregated information on the pages visited by our users), which allows us to improve the design and content of our site.

### **Third Party Sites**

Our Website may contain links to other websites. The data privacy practices of those third-party websites might differ from MSR’s. You should consult the other websites’ privacy notices for information on their privacy practices as

MSR has no control over information that is submitted to, or collected by, these third parties.

MSR may post information on our Website about programs and events that are sponsored by or co-sponsored by other organizations. If you choose to register through our Website for any of these events, MSR will have no control over the third-party sponsors' use of this information. As for our own use of your registration information, that will be handled by us as if you had registered by telephone or on paper. In other words, the privacy policies applicable to our Website will not apply.

### **Cookies**

When you visit our Website, we and third parties with whom we have contracted to provide services to MSR may collect "Site Usage Data," which is non-personally identifiable information relating to your use of our Website such as what Website pages you visit. The Website Usage Data could include your MAC address, operating system version, type of computer and browser type. This data could also include demographic data, such as a Website visitor's geographic location. To enhance your experience on our Website, we and our service providers may use "cookies" on our Website.

A "cookie" is a piece of information that a web server may place on your computer when you visit a website. Cookies are commonly used by websites to improve the user experience and have not been known to transmit computer viruses or otherwise harm your computer. Many cookies last only through a single website session or visit. Others may have an expiration date or may remain on your computer until you delete them.

We may use cookies for a number of purposes - for example, to maintain continuity during a user session, to gather Website Usage Data for research and other purposes, to store your preferences for certain kinds of information and marketing offers, or to store certain information so that you do not have to provide this information every time you return to one of our Website. Our cookies will track only your activity relating to your online activity on our Website, and will not track your other Internet activity. Our cookies do not gather personal information.

You can decide if and how your computer will accept a cookie by configuring your preferences or options in your browser. However, if you choose to reject

cookies, you may not be able to use certain online products and services offered on the Website or certain features of our Website.

MSR may occasionally use other companies to set cookies on our Website and gather Website Usage Data for MSR. In some cases, MSR may also use another company to operate web servers for our Website. MSR uses the cookie information gathered by these companies in the same manner as stated in this Privacy Policy.

### **IP Addresses**

When you visit and interact with our Website, MSR and third parties with whom we have contracted to provide services for us may collect Internet Protocol (IP) addresses (each an "IP Address"). An IP Address is a number that is automatically assigned to the computer that you are using by your Internet Service Provider (ISP). Your IP Address is identified and logged automatically whenever you visit the Website, along with the time(s) of your visit(s), your geographic location and the page(s) that you visited. MSR uses this information to determine the locations of our Website visitors to better understand from where our visitors come. MSR also may use this information to enhance our Website or for other lawful purposes.

Certain pages on our Website contain "web beacons" (also known as Internet tags, pixel tags and clear GIFs). These web beacons allow third parties to obtain information such as the IP Address of the computer that downloaded the page on which the beacon appears, the URL of the page on which the beacon appears, the time the page containing the beacon was viewed, the type of browser used to view the page, and the information in cookies set by the third party.

### **Legal Rights of European Residents**

Some data protection laws, including GDPR, provide you with certain rights in connection with personal information you have shared with us. If you are resident in the European Economic Area, you may have the following rights:

1. The right to be informed: You are entitled to be informed of the use of your personal information. This Privacy Policy provides such information to you.
2. The right of access: You have the right to request a copy of your personal information which we hold about you.

3. The right of correction: You have the right to request correction or changes of your personal information if it is found to be inaccurate or out of date.
4. The right to be forgotten: You have the right to request us, at any time, to delete your personal information from our servers and to erase your personal information when it is no longer necessary for us to retain such data. Note, however, that deletion of your personal information will likely impact your ability to use our services.
5. The right to object (opt-out): You have the right to opt-out of certain uses of your personal information, such as direct marketing, at any time.
6. The right to data portability: You have the right to a “portable” copy of your personal information that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your personal information stored on our servers / IT environment to another service provider’s servers / IT environment.
7. The right to refuse to be subjected to automated decision making, including profiling: You have the right not to be subject to a decision and insist on human intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.

### **Contacting Us**

If you have any questions or concerns about this Privacy Policy or its implementation, you may contact us at [michellesmallsrealty@yahoo.com](mailto:michellesmallsrealty@yahoo.com). If at any time you decide that we should no longer hold any of your personal information, or you wish to change how we can use your personal information, please let us know by emailing us at [michellesmallsrealty@yahoo.com](mailto:michellesmallsrealty@yahoo.com).

### **Revisions to our Privacy Policy**

We reserve the right to revise this policy or any part of it from time to time. Please review the policy periodically for changes.

### **LEGAL DISCLAIMER**

The use of the Web site of Michelle Smalls Realty, LLP, is subject to the terms and conditions stated below. By accessing this Web site you agree to abide by these terms and conditions. Please read them carefully.

## **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE.**

Michelle Smalls Realty("MSR"),provides this Service (described below in Section 2) to you the user ("You"), under the terms and conditions of these Terms of Service and any amendments thereto (collectively, "Terms of Service" or "Policy") as made available at the MSR Web site [www.michellesmallsrealty.com](http://www.michellesmallsrealty.com) ("Web site"). BY USING THE WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE.

## **2. DESCRIPTION OF SERVICE.**

The materials and information presented on our Web site have been provided by MSR to provide general information only and do not constitute legal advice. Our Web site contains information about MSR's legal practice, community involvement and personnel, but is not an advertisement. Our Web site provides general information on current legal issues and links to other Internet resources that we believe may be of interest to You.

## **3. DISCLAIMER.**

MATERIALS CONTAINED ON MSR'S WEB SITE DO NOT CONSTITUTE LEGAL ADVICE OR THE ADVERTISEMENT OF LEGAL SERVICES. USE OF THIS WEB SITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. BECAUSE OF THE EVER-CHANGING NATURE OF THE LAW AND THE UNIQUE ISSUES EACH LEGAL PROBLEM INVOLVES, YOU SHOULD NOT RELY ON ANY INFORMATION IN OUR WEB SITE AND SHOULD CONSULT AN ATTORNEY REGARDING SPECIFIC LEGAL ISSUES. MSR'S WEB SITE IS NOT INTENDED TO SUBSTITUTE FOR OBTAINING LEGAL, PROFESSIONAL, FINANCIAL, TECHNICAL OR TAX ADVICE FROM LEGAL COUNSEL. MSR IS NOT ABLE TO CONFIRM THAT THE MATERIALS ON OUR WEB SITE ARE CORRECT OR CURRENT IN EVERY CASE. MSR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE NON-INFRINGEMENT NATURE, ACCURACY OR COMPLETENESS OF MATERIALS CONTAINED ON OUR WEB SITE. THE OPINIONS EXPRESSED WITHIN OUR WEB SITE ARE SOLELY THE OPINION OF THE INDIVIDUAL AUTHOR AND MAY NOT REFLECT THE OPINIONS OF MSR, INDIVIDUAL ATTORNEYS AND PERSONNEL OR THE OPINIONS OF MSR CLIENTS. MSR SHALL NOT BE LIABLE FOR ANY THIRD-PARTY CONTENT OR "LINKS" THAT MAY BE ACCESSED THROUGH OUR WEB

SITE. IF YOU WISH TO CONTACT MSR BY MEANS OF OUR WEB SITE, MSR DOES NOT ENSURE THE PRIVACY OR CONFIDENTIALITY OF THE COMMUNICATION. MSR IS LOCATED IN NEW YORK, GEORGIA, PENNSYLVANIA, CONNECTICUT AND NEW JERSEY USA, AND DOES NOT REPRESENT THAT WEB SITE IS AVAILABLE FOR USE IN OTHER JURISDICTIONS OR IS IN COMPLIANCE WITH THE LAWS OF SUCH FOREIGN JURISDICTIONS. THE MATERIALS ON OUR WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MSR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MSR DOES NOT WARRANT THAT THE FUNCTIONS OF OUR WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEB SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL MSR BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS CONTAINED ON OUR WEB SITE.

#### **4. USE OF MATERIAL AND STATEMENT OF COPYRIGHT.**

All materials on our Web site are Copyright © 2022 Michelle Smalls Realty All Rights Reserved worldwide. MSR invites You to download, print, use and copy materials found within our Web site only for personal or non-commercial use on a single computer. All copies or downloads of Web site materials must contain the copyright notice stated above. You may not download or distribute any graphics that appear on our Web site separate from the accompanying text. If You desire to download, use, or copy any Web site material for commercial use, you must receive permission from MSR. Except as stated above, you are not granted any trademark, copyright, patent, or other intellectual property rights licenses in any content contained in our Web site. You may not republish, create a hypertext link to, or create a hypertext frame to any materials found on our Web site without permission from MSR.

## 5. USER CONDUCT.

As a condition of Your use of our Web site, You represent and warrant that You shall not use the Web site for any purpose that is unlawful or prohibited by these Terms of Service. You agree to abide by all applicable local, state, national and international laws and regulations and You shall be solely responsible and liable for all acts or omissions that occur while You use our Web site. By way of example, and not as a limitation, You agree not to use the Web site to:

- Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
- Publish, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, tortious, indecent, unlawful, immoral or otherwise objectionable material or information;
- Transmit or upload any material to the Web site that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
- Interfere with or disrupt the Web site networks or servers;
- Attempt to gain unauthorized access to the Web site, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
- Interfere with another individual's or entity's use and enjoyment of our Web site.

MSR has no obligation to monitor Your use of our Web site or retain the content of any of Your sessions on our Web site. However, MSR reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. You shall immediately notify MSR of any breach of the Terms of Service. MSR, in its sole discretion, may discontinue Your access to our Web site at any time and for any reason and shall not have any liability for doing so.

## **6. INFRINGEMENT CLAIMS POLICY.**

MSR, upon receiving notice, investigates all claims of intellectual property infringement related to material on our Web site and will respond appropriately, following the guidelines of all applicable intellectual property laws. Under appropriate circumstances, MSR will remove or disable access to the allegedly infringing material. Claims of intellectual property infringement must be in writing and directed to MSR's designated responsible attorney listed below.

## **7. LINKS TO OTHER WEB SITES AND SERVICES.**

To the extent that our Web site contains links to outside services and resources, MSR does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource. MSR is not liable in any way for the outside services and Web sites that our Web site may link to.

## **8. MODIFICATIONS.**

MSR will monitor the Web site to provide that our business practices are in conformity with this Policy. If for any reason our Web site is found not to be in compliance with the terms and conditions of this Policy we will either discontinue such non-complying act or will modify this Policy and notify you of such change by a notice posted on our Web site.

## **9. MISCELLANEOUS TERMS.**

These Terms of Service shall be governed by and construed and interpreted in accordance with the laws of the New York USA, without giving effect to its rules governing conflict of laws. You consent to submit to the jurisdiction of the state and federal courts located in New York, New York, USA. A waiver by MSR of any of the terms, provisions or conditions of these Terms of Service or the acquiescence of MSR hereto in any act (whether commission or omission) shall not constitute a general waiver of such term, provision or condition of any subsequent act contrary thereto. This Policy represents the entire

understanding between the parties with respect to the subject matter hereof and supersedes all other written or oral agreements with respect to the subject matter hereof. If any provision of this Policy is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Policy will continue in full force and effect.

## **10. DESIGNATED RESPONSIBLE ATTORNEY / CONTACT INFORMATION.**

All inquiries regarding these Terms of Service should be directed to:

Michelle Smalls Realty  
1469S 5<sup>th</sup> Avenue  
New York, New York 10035

--