

TERMS OF USE

PIKES PEAK ASSOCIATION OF REALTORS®, INC. EMAIL SERVICES

I. GENERAL TERMS

Your use of the email services provided by the Pikes Peak Association of REALTORS®, Inc. (the "Association") constitutes your agreement to all of the terms, conditions and policies, set forth in this Terms of Use (the "Agreement" or "Terms of Use"), as amended by the Association, from time to time, in the Association's sole discretion. The Association's email services and the Association's Web Site at www.ppar.com (the "Web Site") which may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities (collectively, "Communication Services" individually a "Communication Service") are designed to enable you to communicate with others. You agree to use the Communication Services only to post, send and receive messages and material that are proper. You agree that when using a Communication Service, you will not and will not permit others to: (1) use the Communication Service in connection with any unsolicited junk mail, spamming or duplicative messages (commercial or otherwise) that are outside the normal course of your business as a Realtor® or that could reasonably be expected to be a nuisance to the receiver of the message without a reasonable expectation of providing a benefit to the receiver; (2) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (3) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful content, name, material or information; (4) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; (5) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupt files or any other similar software programs that may damage the operation of another's computer or property of another; (6) download any file posted by another user of the Communication Services that you know, or reasonably should know, cannot be legally distributed in such manner; (7) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the owner or source of software or other material contained in a file that is uploaded; (8) restrict or inhibit any other user from using or enjoying the Communication Services; (9) violate any code of conduct or other guideline which may be applicable for any particular Communication Services; (10) violate any code of conduct or other rules or guidelines which may be applicable to you by being a member of the Association and/or the real estate information services operated by the Colorado Springs REALTOR® Services Corp. ("RSC"); (11) harvest or otherwise collect information about others, including email addresses; (12) violate any applicable laws or regulations; (13) create a false identity for the purpose of misleading others; or (14) use, download or otherwise copy, or provide (whether or not for a fee) any directory of users of the Communication Services or other user or usage information or any portion thereof to a person or entity.

The Association has no obligation to monitor the Communication Services. However, the Association reserves the right to review materials posted to the Communication Services and remove any content in its

sole discretion. The Association reserves the right to terminate your access to any or all the Communication Services at any time, without notice, for any reason whatsoever.

The Association reserves the right at all times to disclose any information the Association deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Association's sole discretion.

ALWAYS USE CAUTION WHEN PROVIDING ANY PERSONAL INFORMATION WITH THE COMMUNICATION SERVICES. THE ASSOCIATION DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND IN THE COMMUNICATION SERVICES AND, THEREFORE, THE ASSOCIATION SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE COMMUNICATION SERVICES AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN ANY COMMUNICATION SERVICE. YOU AGREE TO INDEMNIFY AND HOLD THE ASSOCIATION, ITS PARTNERS, SUBSIDIARIES, DIRECTORS, OFFICERS AND AGENTS, HARMLESS FROM ANY CLAIM, LOSS, DAMAGE OR JUDGMENT, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR VIOLATION OF THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE COMMUNICATION SERVICES.

Content uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination, you are responsible for adhering to such limitations.

If you receive any junk email or any threatening or offensive email, please forward one complete, unedited copy or the email message with the full message headers to ppar@ppar.com.

You hereby agree to any posted guidelines or rules applicable to the Communication Services which may be posted from time to time. All such guidelines or rules are hereby incorporated into this Agreement by reference.

Any upgrades to the existing Communication Services or the addition of new Communication Services shall be subject to the terms of this Agreement. You understand and agree that the Communication Services are provided to you in an "as is" condition and that the Association assumes no responsibility for the timeliness, deletion, miss delivery or failure to store any user communications or personalized settings. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Communication Services, use of the Communication Services or access to the Communication Services.

You acknowledge that the Association may establish general practices and limits concerning use of the Communication Services, including without limitation, the maximum number of days that email messages will be retained, the maximum number of email messages that may be sent or received by an account, the maximum size of an email message that may be sent from or received by an account, the maximum disk space that will be allotted on the Association's servers, or the third party servers, as the case may be, that are used to host the Communication Services and the maximum number of time (and the maximum duration for which) you may access the Communication Services in a given period of time. You agree that the Association has no responsibility nor liability for the deletion or failure to store any messages and other

communication or other content maintained or transmitted by the Communication Services. You acknowledge that the Association reserves the right to logoff accounts that are inactive for an extended period of time. You also acknowledge that the Association reserves the right to change these general practices and limits at anytime in its sole discretion, with or without notice.

The Association reserves the right at any time and from time to time to modify and/or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that the Association will not be liable to you or to any third part for any modification, suspension or discontinuance of the Communication Services. You agree that the Association, in its sole discretion may terminate your password, account (or any part thereof) or use of these Communication Services and remove and discard any content within the Communication Services, upon termination of membership in the Association and/or if the Association believes that you have violated or acted inconsistently with the letter or spirit of this Agreement.

II. LINKS TO THIRD PARTY SITES.

The Communication Services may provide, or third parties may provide, links to other worldwide web sites or resources. The Association has no control over such sites and resources and you acknowledge and agree that the Association is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the Association shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, information goods or services available on or through any such site or resource.

III. INTELLECTUAL PROPERTY.

You acknowledge that the software and other material used to provide and maintain the Communication Services are proprietary and confidential or contain proprietary and confidential information that is protected by applicable intellectual property laws and that you will not permit another reproduce, distribute, display, perform or prepare derivative works from any such software or materials.

IV. LIABILITY DISCLAIMER.

THE ASSOCIATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ACCURACY OF THE COMMUNICATION SERVICES OR THEIR CONTENT. ANY MATERIAL DOWNLOADED OR OTHERWISE

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YOU SPECIFICALLY AGREE THAT NEITHER THE ASSOCIATION NOR ITS SUBSIDIARIES, PARTNERS, OFFICERS, EMPLOYEES, OR AGENTS SHALL BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE ASSOCIATION WEB SITE OR THE COMMUNICATION SERVICES. YOU SPECIFICALLY AGREE THAT NEITHER THE ASSOCIATION NOR ITS SUBSIDIARIES, PARTNERS, OFFICERS, EMPLOYEES, OR AGENTS IS RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT NEITHER THE ASSOCIATION NOR ITS SUBSIDIARIES OR PARTNERS IS RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN COMMUNICATION SERVICES BY ANY THIRD PARTY.

IN NO EVENT SHALL THE ASSOCIATION, ITS SUBSIDIARIES, PARTNERS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE COMMUNICATION SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE COMMUNICATION SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE ASSOCIATION OR ITS SUBSIDIARY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMMUNICATION SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COMMUNICATION SERVICES.

NOTICES TO YOU MAY BE MADE VIA EITHER EMAIL OR REGULAR MAIL. THE ASSOCIATION MAY ALSO PROVIDE NOTICES OF CHANGES TO THIS AGREEMENT OR

OTHER MATTERS BY DISPLAYING NOTICES OR LINKS TO NOTICES TO YOU GENERALLY ON THE COMMUNICATION SERVICES. THE ASSOCIATION AND ITS AFFILIATES AND SUBSIDIARIES INCLUDING RSC AND THEIR ASSOCIATED LOGOS, PRODUCTS AND SERVICE NAME ARE TRADEMARKS OF THE ASSOCIATION AND IT'S AFFILIATES, SUBSIDIARIES OR PARTNERS. SUCH TRADEMARKS MAY NOT BE DISPLAYED OR USED IN ANY MANNER WITHOUT THE PRIOR CONSENT OF THE ASSOCIATION OR RSC AS THE CASE MAY BE.