

## **TERMS OF USE**

### **PIKES PEAK COMMERCIAL INFORMATION EXCHANGE**

Visiting or using this web site means you agree to the following "Terms of Use" and that you agree that these Terms of Use are a binding contract between you and the Colorado Springs REALTOR® Services Corp. ("RSC").

By visiting and using this web site and accessing and using any content or information contained in these web pages you are representing and warranting that you: (1) have been authorized by RSC to access this database; (2) if so authorized, have read and agree to be bound by the Rules and Regulations of the Colorado Springs REALTOR® Services Corp. as they relate to this database now in effect and as amended from time to time (the "Rules and Regulations"). If you cannot so represent and warrant and/or if you cannot agree to be bound by these Terms of Use do not visit or use the content or information in this web site. Unauthorized individuals attempting to access this database may be prosecuted.

Furthermore, by using this web site, you hereby agree that you will only use the content and information contained in these web pages in the lawful and ordinary course of business as authorized by RSC. The downloading, reproducing, modifying, distributing, performing or displaying of multiple records in the database is strictly prohibited, unless expressly authorized in writing by RSC.

In addition, framing any web pages or deep-linking to any web pages in this web site is strictly prohibited, unless expressly authorized in writing by RSC.

## **DISCLAIMER**

RSC works to make the content and information contained in these web pages accurate, timely and complete, however, RSC does not guarantee the accuracy, sufficiency, correctness, veracity, completeness or timeliness of the content and information in these web pages. You are responsible for confirming the sufficiency, reliability and accuracy of any content and information. SUCH CONTENT AND INFORMATION IS PROVIDED IN AN "AS IS" AND "AS AVAILABLE" BASIS. RSC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH REGARD TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, CORRECTNESS, VERACITY, VALUE, COMPLETENESS OR TIMELINESS OF SUCH CONTENT AND INFORMATION. RSC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. In no event shall RSC, its partners, affiliates, employees, officers, directors or agents and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, 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 RSC web site, with the delay or inability to use the RSC web site or any related site or services, the provision of or failure to provide

services or for any content, information, software, and related materials obtained through the RSC web site or otherwise arising out of the use of the RSC web site, whether based on contract, tort, negligence, strict liability or otherwise, even if RSC or any of its partners, affiliates or suppliers has been advised of the possibility of damages. If you are dissatisfied with any portion of the RSC web site or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the RSC web site.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless RSC, its partners, affiliates, subsidiaries, parent entities, agents and suppliers for any liability, loss, claim, damage and expense, including reasonable attorneys' fees, related to your violation of these Terms of Use.

### **GENERAL TERMS**

These Terms of Use are governed by the laws of the State of Colorado, U.S.A. You hereby consent to exclusive jurisdiction and venue of courts sitting in Colorado, County of El Paso in all disputes arising out of or related to the use of the RSC web site. Use of the RSC web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment or agency relationship exists between you and RSC as a result of these Terms of Use or use of the RSC web site. RSC's performance of these Terms of Use is subject to existing laws and legal processes and nothing contained in these Terms of Use is in derogation of RSC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the RSC web site or information provided to or gathered by RSC with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law included, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by the valid, enforceable provision that most closely matches the intent of the original provisions and the remainder of these Terms of Use shall continue in effect, unless otherwise specified herein. Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and RSC with respect to the RSC web site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and RSC with respect to the RSC web site. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The content, information and software, published on this site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. RSC, its partners, affiliates, agents and/or its respective suppliers may make improvements and/or changes in this site at any time.

All materials on the RSC web site, as well as the organization and layout of the RSC web site, are owned and copyrighted by RSC, its partners, affiliates or suppliers or licensed to RSC, its partners, affiliates or

suppliers. No reproduction, distribution, display or transmission of the copyrighted materials on the RSC web site is permitted without the written consent of the RSC. Any rights not expressly granted herein are reserved.

The Trademarks referenced on the RSC web site are either trademarks or registered trademarks of RSC, the Pikes Peak Association of REALTOR®, Inc. or their partners.

© 2000-2003 Colorado Springs REALTOR® Services Corp. and/or its affiliates or suppliers. All rights reserved. No reproduction, distribution or transmission of the copyrighted material on this site is permitted without the written consent of the Colorado Springs REALTOR® Services Corp.