

# Realtors® Association of Northwestern Wisconsin

## Terms of Use

***BY ACCESSING THIS WEBSITE, YOU AGREE TO THE TERMS OF THE FOLLOWING TERMS AND CONDITIONS OF SITE USE AGREEMENT (Agreement).***

### **TERMS AND CONDITIONS OF SITE USE AGREEMENT (Agreement)**

The following terms and conditions govern the use of this Site:

**1. Definitions:** “RANWW” or the “Association” shall mean the Realtors® Association of Northwestern Wisconsin, Inc., its employees, officers, directors, and all other persons or entities affiliated with RANWW responsible for creating, maintaining, and publishing this Site. “NW WI MLS” or “MLS” shall mean the Northwestern Wisconsin Multiple Listing Service, Inc., its employees, officers, directors, and all other persons or entities affiliated with NW WI MLS responsible for creating, maintaining, and publishing this Site. “Content” shall mean all information images contained on the Site, including but not limited to, trademarks, copyrights, advertisements, data, text, graphics, photos, software and video. “Site” shall mean the Internet site location at the Uniform Resources Locator (URL) address <http://ranww.org> . “User” shall mean any person or entity that accesses or uses the Site in any manner.

**2. Limited License for Personal and Non-Commercial Use Only; Printing of Site Content:** The Content of this Site is copyrighted by RANWW and/or NW WI MLS or other persons and entities that provide information to the Site. Users of this Site are granted a limited nonexclusive license to use the Site and its Content for personal use but not for any other use including political or commercial use. Users may not use any Content, including Content which identifies Realtors® or other persons, their mailing addresses, telephone numbers or email addresses, except authorized under the terms, rules and policies of the Association and the MLS. Subject to the restrictions above, Users may print or copy Content from this Site that is copyrighted or owned by RANWW or NW WI MLS provided that such copies are not modified or revised in any manner and include proper notices indicating that the Content is copyrighted or owned by RANWW or NW WI MLS (such as Copyright® [insert year] Realtors® Association of Northwestern Wisconsin). In addition, any Content which comes from pages of this Site that contain disclaimers must be printed or copied with the disclaimer included in its entirety.

*Except as permitted in this Agreement, Content copyrighted or owned by RANWW or NW WI MLS may not be reproduced, sold, transferred, modified, redistributed, retransmitted, published, or exploited for any purpose without the express written permission of RANWW, NW WI MLS, or appropriate owner of the information.*

In the event a User wishes to print Content from this Site, or other sites linked to from this Site, that is copyrighted or owned by a person or entity other than RANWW or NW WI MLS, the User must obtain permission from the appropriate owner to do so, and Content may not be reproduced, sold, transferred, modified, redistributed, retransmitted, published, or exploited for any purpose without the express written permission of the appropriate owner of the information.

**3. Linking to and Framing this Site:** Users who create links to any page of the Site may not “frame” any page of this Site for any purpose without the express written consent of RANWW.

**4. Links to Third Party Sites; Accuracy of Content on Linked Sites:** Links to other sites operated by independent third parties exist on this Site. While RANWW provides these links as a service to Users, RANWW does not control these linked sites and RANWW is not responsible for the content contained on these sites. Unless otherwise indicated, RANWW does not endorse, approve, or otherwise warrant the accuracy of any information or content contained on a linked site. User agrees that the sites, including information, material, products and services therein, shall be used solely at the User's own risk. Furthermore, once linked to another Web site, you should read the site's privacy policy before disclosing any personal information. If User is unsure if they have moved to another site, check the Uniform Resource Locator (URL) address provided in the WWW browser.

**5. Third Party References:** RANWW and NW WI MLS occasionally offer resource information on Third Party vendors or businesses. This information is intended only as a reference for RANWW and/or NW WI MLS members, or as a promotional benefit of affiliate membership. Neither RANWW nor NW WI MLS endorse, approve, or otherwise warrant the performance of any Third Party vendor or business referenced.

**6. Accuracy of Information:** Due to the rapidly changing nature of the information contained on this and other sites, and the reliance of information provided by outside sources, the RANWW and NW WI MLS make no representation, warranty or guarantee that the Content of this Site or any site to which RANWW links has been verified by RANWW or NW WI MLS, or that the Content of the Site or linked sites is accurate and reliable.

**7. Modification of Terms and Conditions of Site Use Agreement:** RANWW reserves the right, at its sole discretion, to modify or revise this Agreement at any time without giving notice. The modifications shall be effective immediately upon posting of the modified Agreement. Accordingly, User agrees to review the Agreement periodically, and User's continued access or use of this Site shall be deemed User's acceptance of the modified Agreement.

**8. Disclaimer Regarding Warranties:** This Site and the information, and other materials available on or accessible from this Site, is provided on an "As Is" and "As Available" basis, and, to the maximum extent permitted by applicable law, without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. RANWW does not warrant that the Site service will be uninterrupted or error free, that any information, software or other materials available on or accessible through the Site is free of viruses or other harmful components, or that any defects will be corrected.

*Under no circumstances shall RANWW be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from User's use of or inability to use the web Site or User's reliance on or use of information, services or merchandise provided.*

*Exception:* If for any reason the law does not allow RANWW to limit or exclude liability for these incidental or consequential damages, it is agreed by the User and RANWW that RANWW's liability to the User for all losses, damages, injuries, and claims of every kind (whether the damages are claimed under the terms of a contract, or they're claimed to be caused by negligence or other wrongful conduct, or they're claimed under any other legal theory) will not be greater than the amount the User paid to access the Site. Either express or implied, including but not limited to, implied warranties of merchantability, title, non-infringement of intellectual property, security and

fitness for a particular purpose. RANWW does not guarantee access to or uninterrupted and error free operation of the Site.

**9. Suspension or Termination of Access:** RANWW reserves the right, in its sole discretion, to suspend or terminate User's access to the Site for any reason, including but not limited to, a User's breach of this Agreement.

**10. Violation of Membership Duties:** Any unauthorized use of the web site of the Realtors® Association of Northwestern Wisconsin, Inc. ("RANWW"), including but not limited to, violations of the Terms of Use Agreement and the use of any information contained on the web site in a manner which violates the membership duties of RANWW or the Rules of NW WI MLS, by members of RANWW constitutes a violation of a membership duty of RANWW and the Rules of NW WI MLS. Members shall be subject to immediate sanctions which may include fines, immediate suspension and termination of membership in the Realtors® Association of Northwestern Wisconsin, Inc and/or the Northwestern Wisconsin Multiple Listing Service, injunction against the dissemination of any unauthorized information, and damages as determined by the RANWW Board of Directors or a court of competent jurisdiction.

**11. Indemnification:** User agrees to defend, indemnify and hold harmless RANWW and NW WI MLS from any and all liabilities, losses, claims, costs, and expenses including, but not limited to, reasonable attorney fees, related to the User's violation of any term of this Agreement or alleged illegal use of this Site.

**12. Reservation of Rights:** All rights not expressly granted or addressed herein are reserved by RANWW.

**13. Choice of Law; Jurisdiction and Venue:** This Agreement and the resolution of any dispute related to this Agreement or the Site shall be governed by and interpreted according to the laws of the State of Wisconsin (without applying any applicable conflict-of-law principles). RANWW's failure to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event a dispute arises between User and RANWW from this Agreement or use of the Site, such dispute shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the Western District of Wisconsin (federal court) or Eau Claire County, Wisconsin (state court).

**14. User's Consent to be Legally Bound to Agreement:** In consideration of being allowed to use the Site, User agrees to be bound by the terms and condition of this Agreement. Use of the Site in any manner shall constitute User's acceptance of this Agreement and User assents to be legally bound by this Agreement. If User does not agree to be legally bound by all the terms and conditions of this Agreement, User is strictly prohibited from accessing and/or using this Site in any manner.

**15. Severability:** If any provision of this Agreement is determined to be unlawful, void or unenforceable, it will not affect the validity and enforceability of any remaining provisions.