

Terms of Use

BY ACCESSING THIS SITE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (the “*Terms and Conditions*”).

1. Definitions.

- a. “**SCWMLS**” means the South Central Wisconsin Multiple Listing Corporation, its employees, officers, directors, and all other persons or entities affiliated with SCWMLS responsible for creating, maintaining, and publishing the Site.
- b. “**Content**” means all information or images contained on the Site, including but not limited to, trademarks, copyrights, advertisements, data, text, graphics, photos, software and video.
- c. “**Site**” means the Internet site located at the URL address www.SCWMLS.com.
- d. “**User**” means 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 the Site is copyrighted by the SCWMLS or other persons and entities that provide information to the Site. Users of the 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. User’s may not use any Content which identifies SCWMLS or other persons, their mailing addresses, telephone numbers or e-mail addresses except for the sole purpose of seeking or generating referrals or initiating relationships for the purpose of obtaining brokerage or related services without advance written approval of the SCWMLS. Subject to the restrictions above, Users may print or copy Content from the Site that is copyrighted or owned by SCWMLS 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 the SCWMLS (such as “Copyright© [Insert Year] South Central Wisconsin Multiple Listing Corporation”). In addition, any Content which comes from pages of the Site that contain disclaimers must be printed or copied with the disclaimer included in its entirety. In the event a User wishes to print Content from the Site, or other sites linked to or from the Site, that is copyrighted or owned by a person or entity other than the SCWMLS, the User must obtain permission from the appropriate owner to do so. Except as permitted in These Terms and Conditions, Content may not be reproduced, sold, transferred, modified, redistributed, retransmitted, published, or exploited for any purpose without the express written permission of the SCWMLS or appropriate owner of the information. If you would like to use or reprint Content from the Site for purposes other than those permitted in the Terms and Conditions, please send a request to the SCWMLS. Please include in your request as much information as possible including your intended use of the Content. If you would like to republish the content in an article or publication, please indicate the title and byline of the article and the publication it will appear in. In order for requests to be considered, all requests must include your name, address, phone number and email.

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

4. Links to Third Party Sites; Accuracy of Content on Linked Sites. Links to other sites operated by independent, third parties exist on the Site. While the SCWMLS provides these links as a service to Users, the SCWMLS does not control these linked sites and the SCWMLS is not responsible for the content contained on these sites. Unless otherwise indicated, the SCWMLS 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, because the SCWMLS privacy policy is applicable only when you are on our Web site, once linked to another Web site, you should read that site's privacy policy before disclosing any personal information. If you are unsure if have moved to another site, check the Uniform Resource Locator (URL) address provided in your WWW browser.

5. Posting Material To Site.

a. By posting material to the Site, you warrant and represent that you either own or otherwise control all of the rights to the material, including without limitation, all the rights necessary for you to provide, post, upload, input, or submit the material, or that your use of the material is a fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and warrant also that the material you supply does not violate these Terms and Conditions, and that you will indemnify SCWMLS, its subsidiaries, affiliates, officers, employees, and agents, harmless for any and all claims resulting from material you supply.

b. By posting material to the Site, you grant SCWMLS, its subsidiaries, affiliates, partners and third party licensees a nonexclusive, perpetual, irrevocable, worldwide sub licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, aggregate your material with other content, create derivative works of and publicly perform that content for any purpose on and through each of the services provided by the Site. This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed.

6. Additional Terms and Conditions Regarding Information and Advice. Due to the rapidly changing nature of the real estate marketplace and the law, and our reliance on information provided by outside sources, we make no representation, warranty or guarantee that the accuracy of the Content has been verified by the SCWMLS or that the Content at the Site, or at other sites to which we link, is accurate or reliable. Any legal or other information found at the Site, or at other sites to which we link, should be verified before it is relied upon.

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

8. Disclaimer Regarding Warranties. The Site and the information, software and other material available on or accessible from the 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 implies, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. The SCWMLS does not warrant that the site service will be uninterrupted or error free, that any information, software or other material available on or accessible through the site is free of viruses or other harmful components, or that any defects will be corrected. SCWMLS does not guarantee access to or uninterrupted and error free operation of the site.

9. Suspension or Termination of Access. SCWMLS reserves the right, in its sole discretion, to suspend or terminate a User's access to the Site for any reason, including but not limited to, a User's breach of these Terms and Conditions.

10. Indemnification. User agrees to defend, indemnify and hold harmless SCWMLS from any and all liabilities, losses, claims, costs, and expenses including, but not limited to,

reasonable attorney's fees, related to the User's violation of any term or condition set forth herein or alleged illegal use of the Site.

11. LIMITATIONS ON LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SCWMLS, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, SUPPLIERS, LICENSORS, AGENTS OR OTHERS INVOLVED IN CREATING, SPONSORING, PROMOTING, OR OTHERWISE MAKING AVAILABLE THE SITE AND ITS CONTENTS (COLLECTIVELY THE "COVERED PARTIES"), BE LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO: (I) LOSS OF GOODWILL, PROFITS, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES; (II) YOUR INABILITY TO USE, UNAUTHORIZED USE OF, PERFORMANCE OR NON-PERFORMANCE OF THE SITE; (III) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS; (IV) THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE; (V) ERRORS OR INACCURACIES CONTAINED ON THE SITE OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE; (VI) ANY TRANSACTIONS ENTERED INTO THROUGH THIS SITE; (VII) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THIS SITE OR ANY SITE TO WHICH IT PROVIDES HYPERLINKS; OR (VIII) DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE SITE, ANY DELAY OR INABILITY TO USE THE SITE, OR ANY INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITE. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

EXCEPTION: IF FOR ANY REASON THE LAW DOES NOT ALLOW THE SCWMLS TO LIMIT OR EXCLUDE LIABILITY FOR THESE INCIDENTAL OR CONSEQUENTIAL DAMAGES, IT IS AGREED BY THE USER AND THE SCWMLS THAT THE SCWMLS'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 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, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, SECURITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Reservation of Rights. All rights not expressly granted or addressed herein are reserved by the SCWMLS.

13. Choice of Law; Jurisdiction and Venue. These Terms and Conditions and the resolution of any dispute related to these Terms and Conditions 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). The SCWMLS's failure to insist upon strict enforcement of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. In the event a dispute arises between User and SCWMLS from these Terms and Conditions 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 Dane County, Wisconsin (state court).

14. User's Consent To Be Legally Bound To Terms and Conditions. In consideration of being allowed to use the Site, you agree to be bound by the terms and conditions of these Terms and Conditions. Use of the Site in any manner shall constitute your acceptance of these Terms and Conditions and your assent to be legally bound by these Terms and

Conditions. If you do not agree to be legally bound by all the terms and conditions of these Terms and Conditions, you are strictly prohibited from accessing and/or using the Site in any manner.

15. Severability. If any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, it will not affect the validity and enforceability of any remaining provisions.

16. Designated Copyright Agent. If you believe that your intellectual property rights have been violated by SCWMLS or by a third party who has uploaded Content on our Site, please providing the following information to the SCWMLS-designated copyright agent listed below:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed.
- b. A description of where the material (including URL if possible) that you claim is infringing is located on the site.
- c. Your address, telephone number and an e-mail address.
- d. A statement from you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property rights owner, by its agent or by law.
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf.
- f. Your electronic or physical signature.

Our Copyright Agent for Notice of claims of copyright infringement is **Kevin King**

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