

Utah Ski Country Homes and Land For Sale/LWF Online Properties, LLC Terms and Conditions

By accessing or using utahskicountryhomesland4sale.com (operated by LWF Online Properties, LLC and herein referred to as the "**Website**"), you acknowledge that you agree to and are subject to the following terms and conditions (the "**Terms**") as well as the **Privacy Policy**. If you do not fully agree to these Terms, you are not authorized to access or otherwise use the Website. These Terms constitute a legally binding agreement between you and LWF Online Properties, LLC ("**LWF Online Properties**", "**we**", "**us**" or "**our**"). In some cases, we and an advertiser/user may enter into a separate written agreement or contract providing additional terms and conditions of such user's use of the Website and incorporating these Terms by reference.

1. We are not a Party to any Real Estate Transaction.

All advertisers and buyers (collectively "users") should be responsible about their use of this Website and any transaction entered into as a result of either listing/advertising a property or researching/finding a property. We do not own, list, manage or otherwise represent, nor can we contract for, any property listed on the Website. Instead, the Website acts as a venue to allow homeowners, realtors, real estate developers or other real estate franchisors or businesses who list/advertise on our Website to offer for sale one or more specific properties to potential buyers. We are not involved in any transaction between buyers and advertisers even though we may from time to time provide tools, such as direct agent contact, that facilitate the transaction between buyers and advertisers. As a result, any part of an actual or potential transaction between a buyer and a advertiser, including the quality, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any destination information), the ability of advertisers to sell and transfer legal rights to a property or the ability of buyers to contract and pay for a property are solely the responsibility of the users. We are not responsible for the condition of the property listed on our Website or the compliance with laws, rules or regulations that may be applicable to any property in any jurisdiction.

The Website/LWF Online Properties, LLC does not engage in real estate brokerage or development services as related to the Website. An independent inquiry should be made regarding the licensing or credentials of any advertiser who purports to be a licensed real estate professional. We cannot and do not represent or warrant that any real estate agent, broker, developer or other real estate-related service provider who offers services via the Website is licensed, qualified, or capable of performing any such service. The terms of any agreement between a real estate broker or agent and any user are not endorsed, recommended or otherwise known to or by LWF Online Properties, LLC.

2. Limited License to Use the Website.

Users are granted a limited, revocable, non-exclusive license to access the Website and the content and services provided on the Website all in accordance with these Terms. Any use of the Website that is not in accordance with these Terms or is not otherwise authorized by us in writing is expressly prohibited.

3. Unauthorized Uses of the Website.

The license to use the Website granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or derivative use of the Website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission. However, a limited exception from the foregoing exclusion is provided to general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or real estate advertisements, or any subset of the same or which is in the business of providing real estate services or other services that compete with LWF Online Properties and this Website.

Unauthorized uses of the Website also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously authorized by us in writing:

- Any commercial use (other than by advertisers with current listings) of the Website or any content on the Website;
- Any use of the Website or the tools and services on the Website for the purpose of selling, marketing or soliciting a property other than a property listed on the Website;
- Copy, upload, reproduce, post, display, distribute, republish or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Website on another/your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Website, or other framing technique to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any content or any part of the Website;
- Reverse engineer any part of the Website;

- Sell, offer for sale, transfer, or license any portion of the Website in any form to any third parties;
- Use any robot, spider, scraper, other automatic device, or manual process to copy, monitor, or keep a database copy of the content or any portion of the Website;

- Use the Website and its inquiry functionality for purposes other than to advertise and/or research properties and to make legitimate inquiries to users;
- Use the Website or post or transmit information that is in any way false, fraudulent or misleading, including making any inquiry or offer under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, indecent, obscene, inflammatory, profane, sexually explicit or pornographic material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other proprietary rights; or
- Upload or transmit to the Website or use any device, software or routine that contains viruses, worms, Trojan horses, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or intercept, the normal operation of the Website, or appropriate the Website or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of any third party; or
- Use or access the Website in any way that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Website or any other system used by us or the Website.

If you are aware of or experience any content, activity or communication through or in connection with the Website that appears to be in violation of the above restrictions, please inform us of any such violation by [contacting us](#).

The Website and all content on the Website are protected by copyright as a collective work and/or compilation, pursuant to applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all additional copyright notices, information, or restrictions contained in or relating to any content on the Website. Copying, storing or otherwise accessing the Website or any content on the Website for other than your personal, noncommercial use (other than in accordance with a listing(s) and these Terms is expressly prohibited without prior written permission from us.

As a part of the inquiry process, for your own personal, noncommercial use and not for further distribution, you may download, display, and/or print one copy of any portion of the Website. You may not modify the same, and you must reproduce our copyright notice in the form "© Copyright 2011 - [present year] LWF Online Properties, LLC - All Rights Reserved," in the form displayed on the relevant portion(s) of the Website that you desire to download, display or print.

4. Your E-mail Address and our Privacy Policy; Data Transmittal.

Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the Website from such user at locations both within and outside of the United States.

5. Identity Verification.

Because user verification on the Internet is difficult, we cannot and do not confirm each user's purported identity. We encourage you to communicate directly with an advertiser or user through the tools available on the Website.

You agree to (i) keep your password and online ID secure and strictly confidential, providing it only to authorized users of your account, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Please do not give anyone access to your online ID and password. However, if you do give someone your online ID and password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account, including those transactions that are fraudulent or that you did not intend or want performed.

Each advertiser/user acknowledges and agrees that: 1) the Website nor LWF Online Properties, LLC will have any liability to any advertiser/user for any unauthorized transaction made using any advertiser's/user's password that occurs before such advertiser/user has notified us of possible unauthorized use of such password and we have had a reasonable opportunity to act on that notice; and 2) the unauthorized use of your online ID and password could cause you to incur liability to both the website and other users. Further, LWF Online Properties may, without notice to you, suspend or cancel your listing at any time, even without receiving notice from you, if, in our sole discretion, we suspect your password is being used in an unauthorized or fraudulent manner.

6. Limitations on Communications and Use of Other Users' Information

You agree that, with respect to other users' personal information that you obtain through the Website or through any Website-related communication or transaction, we have granted to you a license to use such information only for: (a) Website-related communications that are not unsolicited commercial messages, (b) using services offered through the Website, (c) facilitating a transaction between you and the other user, and (d) any other purpose that a user expressly agrees to after you tell them the purpose you would like to utilize it for. You must give users an opportunity to remove themselves from your address book or database and a chance to review the information you have collected about them. In addition, you may not, except as defined in this provision,

disclose personal information about another user to any third party without both our consent and the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. You agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any type. Without limiting the foregoing, you are not licensed to add a Website user, even a user who has corresponded with you regarding a listing on the Website, to your mailing list (email or physical mail) without the user's express consent. You may not use any tool or service on the Website to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. You are responsible for all content you provide to the Website or through any tool or service provided on the Website.

7. Responsibility for User-Contributed Content.

We have no duty to pre-screen content posted on the Website by advertisers, buyers or other users (collectively, "user-contributed content") and we are not responsible for user-contributed content. We do, however, reserve the right to decline to permit the posting on the Website or, or to remove from the Website, any user-contributed content that fails to meet our content requirements ([Content Guidelines/Requirements](#)) or if it otherwise violates these Terms. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, has/have been apparently breached in respect of such content.

All property listings on the Website are submitted by the advertiser or a third party provider, such as a real estate franchisor, and are the sole responsibility of the advertiser or third party provider, and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, destination content, blog postings, contributions, or any alleged breaches of contract on a member's part. Advertisers and third party providers are solely responsible for keeping their property information up to date on the Website, including, but not limited to any and all representations about any property, its amenities, location, price, and its for-sale status. We do not represent or warrant that any of the copy, content, property location, suitability, pricing or status information published on the Website is accurate or up to date. Advertisers and third party providers are solely responsible for the accuracy of any property descriptions, and buyers are solely responsible for verifying the accuracy of such descriptions.

LWF Online Properties reserves the right to disclose any information as permitted by prevailing law to satisfy any law, regulation or government request if we determine, in our sole discretion, that we are required to respond, or if it would be in our best interests, to respond to such request.

8. Content, Layout and Copy.

All content and copy edits submitted by advertisers/users are subject to review and approval by us in our sole discretion. We reserve the right to refuse to publish any content that we determine, in our sole discretion, does not meet these Terms or is otherwise unacceptable. However, we assume no duty to review content and **we** shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content, photographs or any change made to any content, photograph, or copy submitted by any advertiser/user. All content must meet our [Content Guidelines/Requirements](#). Advertisers/users are responsible for reviewing and ensuring that any content submitted to the Website is displayed as the member intended.

9. Copyright Grant.

By accepting these Terms and by posting a listing on the Website, you grant to us and our affiliates a perpetual, irrevocable, unrestricted, worldwide, non-exclusive, royalty-free, fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any content you post on the Website, and you grant the Website and LWF Online Properties the ability to copyright and protect the images, copy, and content available via your listing from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material. Further, each advertiser agrees that we may reproduce in whole or in part any recorded or photographic material supplied by such advertiser in the promotion of such member's property or the promotion of the Website.

10. Notification of Claims of Infringement; DMCA Policy.

LWF Online Properties does not permit, condone, or tolerate the posting of any content on the Website that infringes on any individual's copyright. We will terminate, in appropriate circumstances, a user who is the source of repeat infringements of copyright. Should you become aware of or suspect any copyright infringement on this Website, please [contact us](#).

This Website may contain links and pointers to other Internet sites, resources, and sponsors of the Website. Links to and from the Website to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites, or the contents thereof. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

11. Limitation of Liability.

In no event will the website, LWF Online Properties, subsidiaries, affiliates, officers, directors and/or employees be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from a) our website, b) these terms, c) any breach of these terms by you or a third party, d) use of the website, tools or services we provide related to the business we operate on the website by you or any third party and/or e) any actual or attempted communication or transaction between users, even if we have been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from 1) breach of contract, 2) breach of warranty, 3) strict liability, 4) tort, 5) negligence, or 6) any other cause of action, to the maximum extent such exclusion and limitations are not prohibited by applicable law.

If you are dissatisfied with the Website, or do not agree with any part of these terms, or have any other dispute or claim with or against us or another advertiser/user or the Website with respect to these terms of the Website, then your sole and exclusive remedy against us is to discontinue using the website. Our liability to you or any third party in any circumstance arising out of or in connection with the website is limited to the greater of a) the amount of fees you pay to us in the twelve months prior to the action giving rise to liability, and b) \$100.00 in the aggregate for all claims.

12. Disclaimers.

The Website, including all content, software, materials, functions and information made available on or accessed through the website, is provided “as is.” To the fullest extent allowable by law, we make no representations or warranties of any kind whatsoever for the content on the Website or the materials, information and functions made accessible by the software used on or accessed through the website, for any products or services or hypertext links to third parties or for any breach of security associated with the transmission of sensitive information through the website or any linked website, even if we become aware of any such breaches. Further, we expressly disclaim any express or implied warranties, including, without limitation, non-infringement, merchantability, fitness for a particular purpose or accuracy. We do not warrant that the functions contained in the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available is free of viruses or other harmful components.

You acknowledge and agree that any transmission to and from this website is not confidential and your communications may be read or intercepted by others. You further acknowledge and agree that by submitting communications to us and by posting information on the website, including property listings, no confidential, fiduciary, contractually implied or other relationship, is created between you and us other than pursuant to these terms.

You acknowledge and agree that you will not hold or seek to hold us responsible for the content provided by any advertiser/user and you further acknowledge and agree that we are no party to any real estate transaction. We have no control over and do not guarantee the safety of any transaction, or the truth or accuracy or any listing or other content provided on the Website.

13. Release; Indemnification

In the event you have a dispute with one or more other advertisers/users of the Website (including, without limitation, any dispute between users regarding any transaction or user-contributed content, you hereby agree to release, remise and forever discharge the website and LWF Online Properties, their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any type whatsoever, whether known or unknown, which nor or hereafter arise from, relate to, or are connected with such dispute and or your use of this Website.

You hereby agree to indemnify, defend and hold the Website and LWF Online Properties harmless from and against any and all liability and costs incurred by the indemnified parties in connection with any claim arising out of your use of the Website or otherwise relating to the business we conduct on the Website (including, without limitation, any potential or actual communication, transaction, or dispute between you and any other advertiser/user or third party), any content posted by you or your associates to the website or any breach by you of these terms or the representations, warranties and covenants made by you herein, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not settle any matter without our written consent.

14. Law and Forum; Time Limit

Any and all services, rights, or use hereunder are performed, performable and/or sold in the state of Utah, United States of America, and you irrevocably agree that any cause of action you may submit in connection with your use of the Website or pursuant to these terms will be filed in Weber County, Utah, which you acknowledge and agree will be the exclusive forum and venue of any legal dispute between you and us. You also agree that any dispute between you and us will be governed by the laws of the state of Utah, without regard to conflict of laws principles.

Any cause of action you may have hereunder or with respect to your use of the Website must be commenced by filing suit in Weber County, Utah, within one (1) year after the incident upon which the claim or cause of action is based first occurred.

15. GENERAL.

No Agency: Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Website.

Notices: Except as explicitly stated otherwise, any notice to us shall be given by [contacting us](#).

We will send you any notice to the email address you provide to the Website during the registration process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any address provided to us during the registration process or as later updated in your account. In such case, notice shall be deemed given five days after the date of mailing.

Changes to the Website or these Terms and Conditions: We may change, suspend or discontinue any aspect of the Website at any time, including the availability of any Website features, database, or content.

LWF Online Properties reserves the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent, and you acknowledge and agree that your consent to such amendment is not required in the event the proposed amendment is clerical and or non-substantive in nature. Notification of any amendment will be posted on the Website and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then (i) your sole remedy as a buyer is to discontinue use of the Website, and (ii) your sole remedy as an advertiser/user is to withhold your consent to the applicability of the proposed amendment to your use of the Website, in which case your use of the Website will continue to be governed by the terms and conditions that were applicable to your use of the Website during the then current term of listing/advertisement as the same were in effect immediately prior to the proposed amendment and you agree that you are responsible for keeping a copy of such terms. When Advertisers renew listings, the terms in effect at the time of renewal will govern unless and until any other revisions are made as described above.

Listing rates are subject to change without notice, with the change to take effect only with new listings starting after the change date, or subsequent renewals of listings that started before new rates were announced.

Enforcement of These Terms: We may immediately terminate any advertiser/user's access to or use of the Website due to such user's breach of these Terms or any other unauthorized use of the Website. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach. Any action or inaction by us in response to any breach of these Terms does

not limit our rights with respect to actions we may take in response to any other similar or different type of breach.

Entire Agreement, Headings, and Severability: These Terms constitute the entire agreement between LWF Online Properties, LLC and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Website. Headings in these Terms are for reference only and do not limit the scope or extent of such section. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Assignment: LWF Online Properties, LLC may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

Additional Terms and Conditions Applicable to Our Advertisers

In addition to being bound by the terms set forth above, advertisers are also bound by the following terms, which are in addition to any other terms agreed to in connection with purchasing or renewing a listing.

16. Eligibility; Accuracy of Information.

Our services may only be used by those who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. Each advertiser represents and covenants that all information submitted to us and to the Website during such advertiser's registration with the Website shall be true and correct. Each advertiser agrees to promptly provide such proof of personal identification, proof of ownership of the property listed on the Website, and/or proof of authority to list the property.

17. Hypertext Links.

We reserve the right to refuse hypertext links to, or addresses of, other websites from users' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time, although any possible charges would not be retroactive or affect listings currently active until the active listing period expires.

18. Substitution of Properties; Advertising More Than One Property

An advertiser's single listing must relate to an individual and uniquely identified property. The listing specifically cannot be a mere example of properties in a given area. Only one property can appear on each listing/advertisement. We reserve the right to amend or copy or remove any advertisement when more than one property is described in such advertisement, and may choose, in our sole discretion, to retain any fees associated with the initial term of such non-conforming listing as compensation for the violation of this condition.

19. Listing Payments; Automatic Renewal

Payments between Advertisers and buyers: We are not a party to any payment transaction between advertisers and users/buyers.

Payments for listings/advertisements: Payment for listings/advertisements must be made to us in U.S. Dollars paid either by major credit or debit card, or through Paypal.

Automatic Renewal: Unless we receive notice of cancellation of a listing at least 10 days prior to the expiration of that particular listing's current listing period, the listing will be renewed and the advertiser's credit card or other method of payment will be charged for an additional listing period.

20. Legal Requirements Applicable to Real Estate

You agree that you are solely responsible for compliance with any and all laws, rules and regulations that may apply to any property you list or cause to be listed on the Website. We assume no responsibility for your compliance. Please be aware that, even though we are not a party to any real estate transaction and assume no liability for legal compliance pertaining to real estate listed on the Website, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion.

21. Refund Requests and Termination or Transfer of Listings

Refund Requests: All listings are sold to run the full term of the listing period. Generally, no refunds are available. If you renew your listing/advertisement, or if your listing/advertisement automatically renews, your listing will remain online for the entire listing period without refund. If you sell your property or for any other reason it goes off the market, you can remove the listing via the editing function and replace it with another listing for the remaining period the listing has been paid for/would be active, or place a SOLD notice over the listing; however, no refund will be owed.

Our Right to Terminate a Listing/Advertisement: If, in our sole discretion, any member submits unsuitable material to our Website or into our database, misuses the Website or our online systems or is in material breach of these Terms, we reserve the

right to remove immediately such advertiser's property, profile information, or any other content associated with the advertiser from the Website without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any user or third party regarding a listing, profile information, submitted content or course of dealing that, in our sole discretion, warrants the immediate removal of such advertiser's listings from the Website, then we may immediately remove the listings, profile information, or associated content from the Website without notice to the advertiser and without refund while we investigate the basis for the complaint. If we conclude, in our sole discretion, that any such complaint is meritorious, then we may permanently remove the offensive listings, profile information or associated content from the Website without notice to the advertiser/user and without refund.

If any advertiser is in breach of these Terms or its obligations to us we may immediately remove such advertiser's listings, profile information or associated content from the Website without notice to the advertiser and without refund.

Use of this Website constitutes acceptance of the utahskicountryhomesland4sale.com/LWF Online Property, LLC [Terms And Conditions](#) and [Privacy Policy](#). © Copyright 2011-LWF Online Properties, LLC. All rights reserved.