

# Web-System Terms of Use

## About Us

Roaring Fork Capital Partners Inc. DBA RE/MAX Northern Illinois (also referred to as "we", "us", or "our") has established a network of independently owned and operated offices providing real estate services in the northern Illinois region (the "Network") and has developed the [www.illinoisproperty.com](http://www.illinoisproperty.com) web-system and its mobile applications available through various online mobile app stores (the "Web-System").

The Web-System provides a real estate search engine and customizable website for each Network Office and their Broker Affiliates ("Network Member(s)"). RE/MAX Northern Illinois is not responsible for the content of Network Members websites and you hereby release RE/MAX Northern Illinois from all liability in connection with Network Member websites. If you are concerned that content posted on a Network Member website might be infringing your copyrighted materials, please see our notice and takedown procedure below.

The Web-System or Network Member websites may contain links to 3<sup>rd</sup> party websites that are not websites of Network Members. All such websites are not owned, operated, or controlled by RE/MAX Northern Illinois. These terms and our privacy policy do not apply to such websites. Your use of such websites is subject to the terms and conditions and privacy policy posted on such websites.

## Privacy Policy

At RE/MAX Northern Illinois, user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers. We also strive to protect the personal and confidential information of those who use our on-line services and Web-System. [Click here](#) for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently. Our Web-System Privacy Policy does not apply to the privacy practices of Network Members or to Network Member websites. Network Members are responsible for their own privacy practices and disclosures.

## Terms of Use

Please read this agreement ("Agreement") carefully before using the Web-System including our mobile app found at mobile app stores such as the Apple® App store and Google® Play. By accessing or using our Web-System, you agree to be bound by this Agreement and all of its terms without change. This agreement is between RE/MAX Northern Illinois, you the user, and, if you are using the Web-System on behalf of a company or organization, such company or organization will also be considered a party to this Agreement.

Neither RE/MAX Northern Illinois nor its representatives are engaged in rendering legal services or other such advice. Your use of the Web-System is subject to the additional disclaimers and notices that may appear throughout the Web-System.

We are not providing investment advice through this Web-System, and the material on this Web-System should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of RE/MAX Northern Illinois, Network Members, or their affiliates.

RE/MAX Northern Illinois and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, or other material on our Web-System. While we strive to keep the information on this Web-System accurate, complete, and up-to-date, RE/MAX Northern Illinois and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of the information or services on the Web-System. **If you do not agree to this Terms of Use and associated Privacy Policy then do not use the Web-System.**

#### **Personal and Noncommercial Use Limitation: Prohibited Uses**

We may provide information about RE/MAX Northern Illinois and our network of offices and sales representatives, real estate services, and access to certain Multiple Listing Service (MLS) data for homes in the Northern Illinois region ("services and information"). We grant you access to this Web-System during the term of this agreement solely to receive the services and information. You may access, download, and print materials as necessary and using the tools available on the Web-System and a standard browser (i.e. Internet Explorer, Google Chrome, Mozilla Firefox) to receive the services and information. You may not license, copy, distribute, create derivative works from, frame in another Web page, use on any other website, or sell any information, databases, or lists obtained from this Web-System. You may not screen scrape, bulk download, or otherwise access or use the services and information through any means other than standard browser or our Mobile App. When we request, you agree to provide true, accurate, and complete user information. You will not access or attempt to access password protected, secure, or non-public areas of the Web-System without our prior written permission. You will comply with all privacy laws.

#### **Consumer-Broker Relationship**

In order to receive basic public MLS data via Internet Data Exchange (IDX) that is affiliated with our Web-System, you must comply with these Terms of Use. In order to receive other Virtual Office Website (VOW) data such as recently sold and off-market properties, and other details not otherwise publically available, you understand, agree, and acknowledge that you will be considered to be represented by the real estate broker that controls the VOW in a non-exclusive agency relationship with the real estate broker, unless otherwise determined between you and the real estate broker in writing. This agency relationship is required in order to provide such data to you. If you establish a VOW on a Network Member website, your agent relationship will be with a real estate broker of the applicable Network Member.

## **Proprietary Rights**

All materials on this Web-System (as well as the organization and layout of the Web-System) are owned and copyrighted, licensed by, or used with permission that is granted to RE/MAX Northern Illinois. No reproduction, distribution, or transmission of the copyrighted materials at this Web-System is permitted without the prior written permission of RE/MAX Northern Illinois. You acknowledge that MLS data is owned and controlled by RE/MAX Northern Illinois, the Network Members, RE/MAX LLC and the other agents and brokers who contribute data to the MLS system. You represent and warrant that your use of the MLS data is for your personal use only and will not be redistributed or reused in any fashion.

## **Your Account**

If you chose to access certain features of the Web-System, you must complete the registration form. After registration, we will provide you with a user password via the valid email account included by you on the registration form. If you use this Web-System, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of this Web-System is terminated, you will (i) stop using the Web-System and any information obtained from the Web-System, and (ii) destroy all copies of your account information, password, and any information obtained from this Web-System.

## **Confidential Information**

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the services. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the Web-System or (ii) which is (A) marked "Confidential," "Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment. VOW data is confidential information.

## **No Unlawful or Prohibited Use**

As a condition of your use of this Web-System, you warrant to RE/MAX Northern Illinois that you will not use this Web-System for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this Web-System p automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or

copy any of the Web pages, data, or content found on this Web-System or accessed through this Web-System. You may not republish RE/MAX Northern Illinois content or other content from this Web-System on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware, or other malicious code to this Web-System. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our Web-System is virus free. In addition, you agree not to:

- (a) Use or access the Web-System for any purpose that is unlawful or prohibited by these Terms of Use;
- (b) Use or access the Web-System in a manner that could damage, disable, overburden, or impair any RE/MAX Northern Illinois server or the networks connected to any RE/MAX Northern Illinois server;
- (c) Make any non-fair use of the trademarks, logos, symbols, or any other mark, device, or commercial identifier of RE/MAX Northern Illinois or its licensors without the express written consent of RE/MAX Northern Illinois;
- (d) Interfere with any third party's use and enjoyment of the Web-System;
- (e) Attempt to gain unauthorized access to the Web-System, , accounts, computer systems, or networks connected to any RE/MAX Northern Illinois server through hacking, password mining, or any other means;
- (f) Sublicense any license granted in or to materials on the Web-System under these Terms (whether or not any of such acts are for commercial gain or advantage); or
- (g) Reverse engineer, decompile, modify, or create derivative works from any software accessible by or on the Web-System unless specifically authorized by the owner of the software.

If you are under the age of 18, you may not use this Web-System.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB-SYSTEM AND THE SERVICES OFFERED AT THE WEB\_SYSTEM IS AT YOUR SOLE RISK. THE WEB-SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RE/MAX NORTHERN ILLINOIS AND THE NETWORK MEMBERS EXPRESSLY DISCLAIM 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.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR MOBILE APP IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER RE/MAX NORTHERN ILLINOIS NOR THE NETWORK MEMBERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEB-SYSTEM OR SERVICES; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THAT ARE FACILITATED BY OR RELATED TO YOUR USE OF THE WEBSITE OR MOBILE APP; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) REAL ESTATE TRANSACTIONS; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (vi) ANY OTHER MATTER RELATING TO THE WEB-SYSTEM, AND PROPERTIES SHOWN ON THE WEB-SYSTEM. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SUBJECT SERVICES OR \$100, WHICHEVER IS GREATER.

### **Indemnification**

You agree to indemnify and hold RE/MAX Northern Illinois, the RE/MAX Network Members, and their directors, officers, agents, employees, suppliers, vendors, and service providers harmless from any claims, liability, and expenses, including reasonable attorney's fees, whether in tort or in contract, that it or any of them may incur by reason of or arising out of any claims, including claims for copyright infringement, defamation, invasion of privacy, or infringement of rights of publicity, that are made by any third party arising out of your use of this Web-System, any materials you submit for posting on the website and/or any other websites linked thereto.

### **Links to Third Party Sites**

This Web-System and the Mobile App may contain hyperlinks to websites operated by parties other than RE/MAX Northern Illinois or its affiliates or Network Members. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the RE/MAX Northern Illinois privacy policy is applicable only when you are on our Web-System, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

## **Links to Our Web-System**

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our Web-System so long as (i) the link or your linking website does not portray RE/MAX Northern Illinois, our affiliates, our Network Members, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of this Web-System. You may not use any RE/MAX logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this Web-System. Any link to our Web-System should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to original site if the visitor wishes to back out.

## **Use of Submissions**

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this Web-System, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

## **Changes to Web-System**

We may make improvements or changes in the information, services, products, and other materials on this Web-System, or terminate this Web-System at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of this Web-System will be deemed your acceptance of the modified Agreement.

## **Dispute Resolution**

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Web-System or the services provided on the Web-System will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will

be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Illinois law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the RE/MAX Northern Illinois rules exceed \$125, and you are unable to pay the additional fees and deposits, RE/MAX Northern Illinois retains the right to forward them to the RE/MAX Northern Illinois on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, RE/MAX Northern Illinois retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

The above Arbitration Provision does not prohibit the filing of the following: claims by RE/MAX Northern Illinois for declaratory or injunctive and/or other provisional or equitable relief for alleged breach(es) of the restrictions of this Agreement and/or unauthorized disclosure of MLS data, trade secrets or confidential information.

### **Infringement Claims/Copyright Agent**

If you believe that any material contained on the website infringes your copyright or other intellectual property rights, you should notify us of your copyright infringement claim in accordance with the following procedure. We will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to this website's Designated Agent who is:

By mail:           Reliance Network, LLC  
                      c/o RE/MAX Northern Illinois  
                      2205 Point Blvd Suite 100  
                      Elgin IL. 60123  
By phone:         (847) 428-4200  
By fax:            (847) 428-3600  
By email:         [compliance@rfcpinc.com](mailto:compliance@rfcpinc.com)

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Emails sent to [compliance@rfcpinc.com](mailto:compliance@rfcpinc.com) for purposes other than communication about copyright claims may not be acknowledged or responded to.

We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Company and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

### **Miscellaneous**

This Web-System are intended to and directed to residents of the United States and all advertising claims contained in this Web-System are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement, this Web-System will be governed by and construed in accordance with the laws of Illinois, without giving effect to any principles of conflicts of law. Failure by RE/MAX Northern Illinois to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any



provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Web-System or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term.

Illinoisproperty.com is a trademark of RE/MAX Northern Illinois. RE/MAX and certain other trademarks used in the Web-System are all registered trademarks of RE/MAX LLC. and are registered with the U.S. Patent and Trademark Office and the trademark offices of certain other countries. Other trademarks, services marks, logos, designs, and trade dress are the property of RE/MAX LLC and/or other third parties. You agree not to display or use in any manner these Trademarks without our permission. The material contained on this Web-System, including all portions of the Web-System, content, site design, text, graphics, illustrations and artwork, video, music and sound, software, photographs, and the compilation (including the collection, selection, assembly, and arrangement) of such material are the exclusive property of RE/MAX Northern Illinois or its licensors or suppliers, and are protected by copyright, trademark and other laws in the U.S. and other countries.

**All other trademarks are the property of their respective owners.**

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