

**Terms and Conditions**  
**USAOCR WEBSITE TERMS OF USE**

1. **TERMS OF USE; ACCEPTANCE.** Your use of this website constitutes your agreement, without modification, of the terms, conditions, and notices contained herein. IF YOU DO NOT AGREE TO THESE TERMS, CONDITIONS AND NOTICES, DO NOT USE THIS SITE.

2. **PERSONAL USE LIMITATION.** This website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or intellectual property obtained from this website. You warrant that all information supplied by you or on your behalf in using this website is true and accurate.

3. **COPYRIGHT AND TRADEMARK NOTICES.** All contents of this website are owned by USAOCR, herein or the attributed parties. All rights are reserved herein "USAOCR". All trademarks, trade names, logos, service marks and other intellectual property (such as text, images, graphics, icons, audio, video and software) appearing on this website are owned by USAOCR and its affiliates, or by their suppliers. All rights are reserved with respect to such intellectual property. Notifications of claimed copyright infringement should be sent to USAOCR's Designated Agent set forth below.

counsel@usaocr.org  
Colorado Springs, CO 80909  
United States of America

4. **DISCLAIMERS AND LIMITATIONS OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THIS WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, USAOCR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE AND ANY DATA, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THIS SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. USAOCR MAKES NO WARRANTY THAT: (a) THIS WEBSITE WILL MEET YOUR REQUIREMENTS; (b) THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF VIRUSES, ERRORS, WORMS, DATE BOMBS, TIME BOMBS, OR OTHER HARMFUL COMPONENTS; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY DATA, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS WEBSITE WILL MEET YOUR EXPECTATIONS; (e) ANY ERRORS ON THIS SITE WILL BE CORRECTED; OR (f) THE DATA AND MATERIALS PRESENTED OR DISPLAYED ON THIS WEBSITE ARE CORRECT, ACCURATE, OR RELIABLE, OR WILL BE ADMISSIBLE IN ANY COURT OR LAW OR TRIBUNAL OR GOVERNMENT ACTION. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. YOU AGREE THAT USAOCR OR ANY THIRD PARTY ENGAGED IN PROVIDING SERVICES TO YOU ON OR THROUGH THIS WEBSITE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, OR OTHER OCCURRENCES BEYOND THE CONTROL OF USAOCR OR SUCH THIRD PARTIES. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM USAOCR REALTORS, FROM A USAOCR EMPLOYEE OR AGENT, OR THROUGH OR FROM THIS SITE, SHALL CREATE ANY WARRANTY NOT

EXPRESSLY STATED IN THESE TERMS OF USE. USAOCR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF USAOCR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OF OR THE INABILITY TO USE THIS WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM THIS WEBSITE; (iii) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS, OR DATA DUE TO YOUR CONDUCT, INACTION, OR NEGLIGENCE; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THIS WEBSITE. YOU EXPRESSLY AGREE THAT THE FOREGOING DISCLAIMER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL FORCE AND EFFECT.

5. INDEMNITY. You agree to indemnify, defend, and hold harmless USAOCR, its subsidiaries and affiliates, and the officers, directors, employees, and agents of USAOCR and its subsidiaries and affiliates, from and against any and all claims, liabilities, damages, losses, or expenses, including attorneys' fees and costs, arising out of or in any way connected with your access to or use of this website. You expressly agree that the foregoing indemnity provision is intended to be as broad and inclusive as is permitted by the laws of the State where you are located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

6. NO UNLAWFUL OR PROHIBITED USE. As a condition to your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

7. PUBLIC FORUMS. USAOCR is not responsible for reviewing, editing or otherwise censoring the accuracy, appropriateness or credibility of content posted in public forums, chat rooms, bulletin boards, and/or any other open exchanges on this website.

8. LINKS TO THIRD-PARTY SITES. This website may contain hyperlinks to websites and/or data operated by parties other than USAOCR. Such hyperlinks are provided for your reference only. USAOCR does not control such websites and is not responsible for their contents. The inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

9. SOFTWARE AVAILABLE ON THIS WEBSITE. Any software that is made available to use or download from this website ("Software") is the copyrighted work of USAOCR, its affiliates, and/or their suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software not accompanied by a License Agreement, USAOCR hereby grants to you, the user, a personal, nontransferable license to use the Software for viewing and otherwise using this website in accordance with these terms and conditions and for no other purpose. Please note that all Software, including, without limitation, all HTML code contained on this website, is owned by USAOCR, its affiliates, and/or their suppliers, and is protected by copyright laws and

international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the License Agreement. You acknowledge that the Software and any accompanying documentation and/or technical information are subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to export restrictions.

10. MODIFICATION OF THESE TERMS AND CONDITIONS. USAOCR reserves the right to change at any time the terms, conditions, and notices under which this website is offered.

11. PRIVACY. Please see the Privacy Policy posted on our website. The terms of the Privacy Policy are incorporated into these Terms of Use by this reference as though set forth herein.

12. GENERAL. This agreement is governed by the laws of the United States. You hereby consent to the exclusive jurisdiction and venue of courts in Colorado, in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. No joint venture, partnership, employment, or agency relationship exists between you and USAOCR as a result of these Terms of Use or your use of this website. USAOCR' performance is subject to laws and legal process, and nothing contained herein is in derogation of USAOCR' right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by USAOCR with respect to such use. These Terms of Use and the Privacy Policy posted on this website set forth the entire understanding and agreement between USAOCR and you concerning the products and services ordered on this website and supersedes any prior or contemporaneous oral or written agreements or representations (unless expressly set forth in writing). A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Any rights not expressly granted herein are reserved.