

GPAR Group email

RULES AND TERMS OF USE

(Updated as of February 11, 2009 4:11PM)

**** Do not post phone numbers of customers or clients!!**

**** Do not post anything that you would not want the general public to read.**

ASSUME THAT ANYTHING YOU POST IS MADE AVAILABLE TO EVERYONE!!!

Registration to use the group email is currently free! You must abide by the rules and policies detailed below in order to use this service. If you agree to the terms, please check the 'I agree' checkbox and press the 'Register' button below. If you would like to cancel the registration, or you do not agree to the terms of use, click here (or use your browser's BACK button) to return to the index.

Although the administrators and moderators will attempt to keep all objectionable messages off the group email, it is difficult for us to review all messages before they are sent out. All messages express the views of the author, and not that of the Association and we will not be held responsible for the content of any message.

By agreeing to these rules, you warrant that you will not send any messages that are obscene, vulgar, sexually-orientated, hateful, threatening, or otherwise in violation of any local, state, or federal laws. You also agree to not discriminate against any person or persons for any reason whatsoever. You agree not to participate in price fixing or boycotting.

The Association reserves the right to remove and or terminate any user for any reason.

1. Acceptance of Terms of Use and Amendments

Each time you use or cause access to this web site, you agree to be bound by these Terms of Use, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Use. Please see our Privacy Statement, which is incorporated into these Terms of Use by reference. These Terms of Use will change from time to time and it is your responsibility to review the changes. If you do not agree to abide by the Terms of Use it is your obligation to terminate the use of this service and cancel your membership to the group email. By using this service you agree to its Terms of Use.

2. Our Service

The group email and services provided to you on and through its use is on an AS IS basis. You agree that the owners of this service exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this service and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

3. Your Responsibilities and Registration Obligations

In order to use this service, you must register, agree to provide truthful information when requested, and be at least the age of thirteen (13) or older. When registering, you explicitly agree to our Terms of Use and as may be modified by us from time to time and available here.

4. Privacy Policy

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Statement.

5. Registration and Password (if needed or used)

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

6. Your Conduct

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials (Content), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used. You agree that our service may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this service nor for any error or omission.

You explicitly agree, in using this service that you shall not:

- (a)** Provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;
- (b)** Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;
- (c)** Collect or harvest any data about other users;
- (d)** Provide or use this service and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;
- (e)** Provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

7. Submission of Content on this Web Site

By providing any Content to our web site:

- (a)** you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;
- (b)** you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7;
- (c)** you acknowledge and agree that we shall have the right (but not obligation), in our sole

discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.

8. Third Party Services

Goods and services of third parties may be advertised and/or made available on or through this service. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

9. Indemnification

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this service, your provision of Content, your violation of this Terms of Use or any other violation of the rights of another person or party.

10. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS SERVICE AND ANY OTHER SERVICES OR CONTENT PROVIDED (THE SERVICE) IS MADE AVAILABLE AND PROVIDED TO YOU AT YOUR OWN RISK. IT IS PROVIDED TO YOU AS IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

12. Reservation of Rights

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our service, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our service without our prior written consent.

13. Applicable Law

You agree that this Terms of Use and any dispute arising out of your use of this service or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this service you consent and submit to the exclusive jurisdiction and venue of Bannock County and Pocatello, Idaho, where the headquarters of the Association is located.

14. Miscellaneous Information

(i) In the event that this Terms of Use conflict with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact;

(ii) The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any that party's right and that right will remain in full force and effect;

(iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this service must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred;

(iv) We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation.

15. Examples of Un-Acceptable Content

(i) Emailing out information on non-real estate related products (ie. Computers, boxes, furniture, appliances, etc...)

(ii) Emailing out chain letters (ie. "Beware of," "Look out for this lost child," etc...)

(iii) Complaining or voicing opinions on elections, policies, other agents, staff, companies, etc...

(iv) Promoting the use of a specific repair person or company

16. Examples of Acceptable Content

(i) Promoting listings

(ii) Promoting a REALTOR® Luncheon

(iii) Sending out who won the drawing for those who attended a REALTOR® Luncheon

(iv) Promoting attendance to the Association Luncheon or to an educational class

(v) Sharing information on available rentals

(vi) Asking for help or assistance in finding a good repair person.