

Weber County, UT Terms of Use

2024

LandGate.com is operated by LandGate, Inc (“LandGate” or “we” or “us” or “our”). By using the LandGate website, <http://www.LandGate.com>, via mobile, web or otherwise, and related data (“Website”), **Weber County users** (“user” or “you”) expressly agree to be bound by the following terms of use, as amended from time to time, (“Terms of Use”). You must not use the Website if you object to any of these terms. Each time you use the Website, however, the current version of the Terms of Use will apply and LandGate may modify the Terms of Use as it sees fit. Accordingly, each time you use the Website you should check the date of the Terms of Use (which appears at the beginning of the document) and review any changes since the last time you used the Website. In addition to these Terms of Use, when you use the Website you also agree to be subject to any additional posted LandGate policies.

1. Commitment to Confidentiality

LandGate understands the importance of the confidentiality of your data, search history and portfolios. LandGate is committed to keep this information confidential and not to disclose it to any third party without your consent or as required by law. LandGate will not use this information for any purpose other than to assist you in valuing land and its resources, providing you with customer service, and improving and maintaining the Website.

2. Authorized Use

As a condition of use, you agree to use the Website for your internal use only. This is limited to:

1. Copying information from the Website necessary for your internal use to view, save, print, and email such information;
2. Utilizing or distributing analysis from the Website, provided LandGate is cited as a source; and
3. Utilizing or distributing derivative works using data and analysis from the Website, provided LandGate is cited as a source.

3. Restrictions

You are expressly restricted from and by using the Website agree not to do all of the following:

1. Selling, sub-licensing and/or otherwise commercializing any Website material;
2. Using the Website in any way that may be or is damaging to the Website, any person or business entity, including but not limited to LandGate;
3. Using the Website in any way that impacts user access to the Website;
4. Using the Website contrary to applicable laws, regulations or LandGate’ policies;
5. Engaging in data mining, data harvesting, data extracting or any other similar activity in relation to the Website or while using the Website;
6. Using automated queries to include screen and database scraping, robots, crawlers, spiders or any other automated activity with the purpose of obtaining information from the Website;
7. Using the Website to engage in any advertising or marketing;
8. Using a device, software, or routine to interfere with the proper working, operation or functionality of the Website or infrastructure;
9. Decompile, disassemble or reverse engineer any portion of the Website; and
10. Provide/post/authorize a link to the Website from a third-party website.

4. User Account & Login

You are responsible for activity that happens via your account. Your account profile will show your valuation history and your portfolio. You are solely responsible for any and all equipment and connections necessary to access the Website. You agree to notify LandGate of any unauthorized use of which you may become aware.

5. Security Measures

Any user login and password you may have for this Website are confidential and you must, and agree, to maintain confidentiality of such information. You agree to use commercially reasonable efforts to protect the security of the Website. If you share your login and password with, or fail to protect your login and password from, a third party, the third party may have access to your search history and any portfolios you create.

6. Privacy Policy

You understand and agree that when you use the Website, you consent to the collection and use of information provided by you as set forth in LandGate's Privacy Policy.

7. Intellectual Property

All copyright, trademarks, design rights, and other intellectual property rights, registered or unregistered, on the Website belong to LandGate. LandGate reserves all rights. Nothing in the Terms of Use grants you a right or license to any intellectual property, trademark, design right, or copyright owned by LandGate. You acknowledge that the Website was developed, designed, researched, tested and published by LandGate through the expenditure of substantial time, effort and money, and constitutes valuable intellectual property and trade secrets of LandGate. You agree to use commercially reasonable efforts to protect LandGate' trade secrets and intellectual property.

8. License

You do not have or acquire any rights or license to the Website, text, graphics, interfaces, materials, trademarks, logos, audio, computer code, information, or data. You do not acquire or have any rights or license to use, reproduce, distribute, display or provide access to the Website to any third party, or third party website.

9. Advertising

The Website may post third party advertising.

10. Linked Materials & Third-Party Materials

The Website may have include links to third party services, products or materials. LandGate take no responsibility and does not warrant or endorse such services, products or materials. Your decision to have dealings with third parties in connection with the Website is solely between you and the third party. LandGate is not responsible for any costs or damages of any time arising out of or in connection with your dealings with a third party.

11. Access

Certain areas of the Website are restricted from access by you and LandGate may further restrict access by you to any areas of the Website, at any time, in its sole and absolute discretion.

12. Bing & Open Street Map Google Maps & Virtual Earth

The Website may utilize services of Bing and Open Street Map. The use of these services is subject to the Terms of Use for these websites.

13. Subscriber Authorization

By subscribing to LandGate products or services, you agree to allow LandGate to use your name, logo and/or trademark without notice to or consent in connection with certain promotional materials that LandGate may disseminate to the public. The promotional materials may include, but are not limited to, brochures, videos, internet website, press releases, advertising and/or other periodicals, and any other materials, relating the fact that you have or had a subscription with LandGate.

14. No Warranties

1. LandGate evaluation relies partly on public data, and LandGate cannot guarantee the accuracy of any public data submitted to any regulatory agency.
2. LandGate makes no warranty or guaranty of the accuracy or reliability of evaluations or other services provided on this site or other sites to which this site may be linked. All data contained herein is subject to change without notice.
3. The reservoir analysis and economic evaluation provided in a package ("Materials") are given as a best estimate using the most current data available. LANDGATE HAS NOT AND WILL NOT MAKE OR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, ABOUT THE MATERIALS, OR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY INFORMATION CONTAINED ON THE WEBSITE OR IN THE MATERIALS. By accepting these Materials you hereby acknowledge that you shall not be justified in relying on the Materials or any information contained therein without independent investigation and verification thereof, and you hereby waive and relinquish any and all claims, actions or causes of action which you may ever have against LandGate with respect to any Materials or the contents thereof.
4. Evaluations are conducted with as much accuracy as possible, but are still an estimate. LandGate does not guarantee these estimated economic evaluations. Past performance is no guarantee of future performance. To the extent that evaluations by LandGate include estimates and forecasts of future performance, such information is provided without warranty, express or implied. Estimates and forecasts provided by LandGate are based upon best information available at the time of preparation of said estimate or forecast. You must use your own knowledge, research and experience to decide about evaluations. User will not hold LandGate liable for any losses User may experience in the conduct of their business. LANDGATE HAS NOT AND WILL NOT MAKE OR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANT OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, ABOUT THE ECONOMIC EVALUATIONS, OR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY INFORMATION CONTAINED ON THE WEBSITE. LandGate attempts to ensure that data provided is the latest available, but User must use other tools to ensure that the data is up-to-date.
5. LandGate does not guarantee, represent or warrant that your use of the Website will be uninterrupted or error free. You agree that LandGate may, from time to time, remove service of the Website.
6. You expressly agree that your use, or inability to use, the Website is at your sole risk.

15. Indemnification

You agree to indemnify to the fullest extent LandGate and, its officers, members, employees, attorneys, and business partners from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of these Terms. You agree to indemnify LandGate, and its officers, members, employees, attorneys, and business partners from all claims and/or legal action against for providing information that may be inaccurate. By using this service in any form, you agree to indemnify and hold harmless LandGate, its officers, employees, business partners, attorneys, and any other person or entity involved in storing, retrieving, evaluating or displaying the data from any and all liability that may be caused by use of the Site. The term "liability" includes, but is not limited to claims, suits, expenses, damages, court awards, including costs and attorney fees incurred.

16. Limitation of Liability

IN NO EVENT SHALL LANDGATE, NOR ANY OF ITS MEMBERS, OFFICERS, EMPLOYEES, BUSINESS PARTNERS OR ATTORNEYS BE LIABLE TO YOU FOR ANYTHING ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE OR MATERIALS, WHETHER SUCH LIABILITY IS UNDER CONTRACT, TORT, OR OTHERWISE, AND LANDGATE, INCLUDING ITS MEMBERS, OFFICERS, EMPLOYEES, BUSINESS PARTNERS AND ATTORNEYS SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE WEBSITE OR MATERIALS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST OPPORTUNITIES REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED BY LANDGATE.

17. Release

You release LandGate and its officers, members, employees, attorneys, and business partners from any liability related to any and all claims that you may assert against third parties arising out of the Website.

18. Termination of Access

You agree that LandGate may terminate your access to the Website for cause, including but not limited to, as directed by law enforcement or governmental agencies, discontinuous or material modification of the Website, unexpected technical issues or problems, and at your request.

19. Violation of Terms of Use

In the event that LandGate, in its sole discretion, determines that you have violated these Terms of Use or other LandGate' policies or guidelines, you agree that LandGate may, in its sole discretion and without prior notice, terminate your access to the Website. You agree that LandGate may audit your use of the Website. You agree that any violation of the Terms of Use will cause LandGate irreparable damages, and constitute unfair and unlawful business practices, for which monetary damages alone would be inadequate and you consent to injunctive or equitable relief as LandGate, in its sole discretion, deems necessary or appropriate. You agree that in the event of legal action as a result of your violating the Terms of Use or other LandGate' policies or guidelines, that LandGate is entitled to recover from you all reasonable attorneys' fees and costs, in addition to such other and further relief as a court may grant LandGate. You agree that this does not limit other remedies in law or equity that may be available to LandGate. You agree that LandGate is not liable to you for termination of your access to the Website as a result of your violation of the Terms of Use or other LandGate' guidelines or Policy.

20. No Legal or Tax Advice

The information contained herein is under no circumstance to be construed as investment advice. LandGate does not provide accounting, tax or legal advice. All economics are given after severance, ad valorem taxes, and royalty payments, but before federal and state tax. It is the responsibility of the user to verify the local, state, and federal taxes for the properties they evaluate. It is also the user responsibility to calculate and retain the right amount of local, state, and federal taxes in their business, or oil and gas transactions.

21. Assignment

LandGate shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification to or consent from you. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

22. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

23. Modification

LandGate is permitted to revise these Terms at any time as it sees fit, and by using the Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of the Website.

24. Miscellaneous

1. These Terms will be governed by and construed in accordance with the laws of the State of Colorado, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Colorado for the resolution of any disputes.
2. This site is protected by the United States Copyright laws and no reproduction of any material from this site is authorized. Any further use of this material is prohibited. Copyright 2018, LandGate Corp.

25. Entire Agreement

These Terms of Use, including any legal notices, disclaimers, and LandGate' policies and guidelines contained on the Website, constitute the entire agreement between LandGate and you in relation to your use of the Website, and supersede all prior agreements and understandings with respect to the same.

The Parties have entered into these Terms of Use, effective as of the last date set forth below.

Karlen Beitman
Sr. Directory Real Estate
LandGate

Date

Weber County, UT

Date