Terms of Use

Welcome to ByOwner.com, and the ByOwner.com website “ByOwner”, a service of Wild Wild West Group, LLC., a Florida Limited Liability Company. By visiting ByOwner and or using our applications, classified ads, and email services, hereby called “services”, you agree to accept the following terms of use (“terms”).

ByOwner respects your privacy. You acknowledge that you have reviewed and accepted our [privacy policy statement](http://www.autotrader.com/privacy.jsp).

ByOwner may change the terms of this agreement and our privacy policy from time to time. By using our services you agree to be bound to these terms as they may change. You further agree to review them regularly. If you do not agree to any of these terms you may not use our services.

By using ByOwner you will act in an appropriate manner and deal with other users with honor and integrity.

You will not:

* Violate our terms or policies.
* Post classified advertisements that are not in the correct category or in an area that is anywhere other than where the posting is located.
* You may not have the “same” or a hybrid of the same posting more than once actively on the site at any one time.
* Violate any United States laws.
* Post anything that is sexual in any nature or includes pornography or links to any pornographic third party website.
* Post any weapons, anything that is unlawful, counterfeit, abusive, harassing, or invasive of another's privacy.
* Post anything that infringes on any proprietary rights of another party.
* Discriminate against any group or individuals on the basis of religion, gender, sexual orientation, race, ethnicity, color, familial status, age, or disability;
* Post any item or communicate with any user in a manner that violates the Fair Housing Act.
* Discriminates against any user or violate any federal, state, or local equal employment laws.
* Post anything that is false or misleading.
* Do anything that may harm the ByOwner services, users, property or impose an unreasonable load on our services or that impedes with the functions and availability of ByOwner.
* Abuse our flagging service or obtain or attempt to use our flagging service through software that does not involve human intervention or use an automated or electronic process to access our flagging service.
* You may not flag any item as a method to remove posts of any competitors. You man not flag any item that does not violate our terms of use.
* Distribute or copy content from our site to others without our permission
* Use any manual or electronic means, inclusive of robots, crawlers, spiders, scrapers or other automated means to harvest or collect content for any purpose without our express written consent, this however does not apply if you operate a public internet search engine or public archive and comply with our robots.txt file
* Use any electronic, software or other automated means, to submit postings or to submit postings without human intervention, without our express written consent.
* Use our site if you are a minor.
* Post personal information about another person without that person’s written consent.
* You acknowledge that you are solely responsible for your own Content posted and accept the consequences of posting, transmitting, linking or publishing it.
* You acknowledge that you own or have the necessary licenses, rights, consents, and written permissions to post such Content by each individual person or business related to the Content
* Spam other users, offer third party services or products to ByOwner users, or offer unsolicited advertisements.
* Obtain or attempt to obtain unauthorized access to ByOwner systems.
* Use ByOwner to promote or steer users to a third party site.
* Post offers to downloadable software.

**Fees:** The majority of postings on ByOwner are free, if however you post within in an area or category in which we charge a fee, you will be notified in advance of posting your item and will have the option to proceed. Should you proceed, you hereby acknowledge that any fee charged is non-refundable.

**Liability:** ByOwner will not be liable for any damages what so ever as a result of you using the ByOwner services. We not warrant or acknowledge the accuracy or authenticity of the content posted. We will not be responsible for any loss or damages, whether direct or indirect from your use of the services. Your interactions with others found on ByOwner will be strictly between you and the other party.

In consideration of the above liability statement, should ByOwner be found to be liable to you or any other party, the extent of damages that may be claimed will be limited to the fees you have paid to us in the 180 days prior to liability occurrence.

**Content:** When you add content to ByOwner you represent and warrant the right and permission to do so, you further agree to a perpetual, royalty free, unrestricted and worldwide use of this content to ByOwner. We reserve the right to remove or disable public access to your content at anytime should we suspect that it violates our terms.

You acknowledge that the content and material that exists on ByOwner should be used for informational purposes only, it may contain errors. It is your responsibility to verify the validity of the content and do your own due diligence as to the party posting the content. ByOwner will not be responsible for, or guarantee the accuracy of postings nor be responsible for your loss due to any result of the content being posted on our site.

ByOwner may partner with third-parties and your posting may be displayed elsewhere.

**Spam:** You that that you will not send unsolicited communications or advertisements through the ByOwner computer systems and that doing so may be a violation of our terms and federal and state laws.

**Venue :** By using ByOwner, you consent to the exclusive jurisdiction and venue of the state and federal courts of Palm Beach County, Florida in all disputes arising out of or relating to these terms or use of this website.

**Registration**:

You will not register under the name of another person. You will be responsible for maintaining the confidentiality of your user name and password and for all use by persons accessing ByOwner through your username and password. You will notify us immediately if you or suspect unauthorized use of your account.

To report misuses of our site please contact us through our contact form, which can be found here. We reserve the right to enforce our terms at any time.

**No Endorsements:** You acknowledge that ByOwner is providing an advertising medium only and is not licensed in any state to offer brokerage, real estate or mortgage products or services. We do not sell or lease real estate nor provide any real estate brokerage services or lending services through this website. Certain real estate brokers, agents, lenders, or other real estate service providers, (“Vendors”), may post information on this website or may contact you. You agree that ByOwner is not affiliated and in no way endorses or recommends any particular Vendor. Any communication conducted on or through this website is solely between you and Vendor.

**Limitation of Service:** ByOwner may establish limits to our service, including the amount of time that content may be displayed or maintained.

To report misuses of our site please contact us through our contact form, which can be found here. We reserve the right to enforce our terms at any time.

Privacy Policy

ByOwner has established this privacy policy to inform you how your information is protected, collected and used. ByOwner may change this policy at anytime.

By using ByOwner you agree to allow any information, you provide to be collected by us and stored perpetually in our database. The information we collect includes all of the data you post on our site; any personal information or financial information you provide; your IP address; computer and software information; log information; statistics; contact information; use of our service as well as your communications with other users through our service. We take the protection of your personal information seriously and take precautions to keep it safe but cannot completely guarantee its security.

Postings on ByOwner may contain links to third party websites, should you visit any site from a link that was with us, you acknowledge that we are not responsible for, nor have any control over, the policies of those third party websites.

We do not knowingly collect information from persons who are not adults.

Cookies are a small identification file that we place on your computer. We use these cookies to collect information on the pages you visit on our website. By using ByOwner you are consenting to the transfer and storage of that information on our servers. You may be able to disable the use of cookies through your web browser; doing so however may affect your use of our site.

We may use information you provide to enforce our terms, manage user accounts, and manage the performance of our website. We may share your information such as statistics and web usage with third parties. By doing so you may be offered advertisements and other services. We will not provide any third-party service your personal information without your consent.

We may collect limited information about your computer and the software you use when you visit our site, including the website that referred you, and your IP address.

You agree to allow us to communicate with you through and medium you provide. If you use our service to communicate with other users you agree to abide to our terms when doing so.

You agree to receive marketing communications from us unless you tell us that you prefer not to receive such communications, in which case you will be instructed on how to be removed from further communications. Should you use our site to communicate with other users, you agree to the perpetual storage of such communications as well as the filtering of such communications to enforce our terms.

Search engines and other third party web archive sites may perpetually copy the content posted on ByOwner.

ByOwner may disclose information about its users to law enforcement, courts or other legal entities if required to do so, or if in good faith we feel the necessity to do so.

To report misuses of our site please contact us through our contact form, which can be found here. We reserve the right to enforce our terms at any time.

Any notices to us must be sent by registered mail to:

**Wild Wild West Group LLC**

**2200 N. Federal Highway #203**

**Boca Raton, FL 33431**