



Terms of Use

Last Revised: December 27, 2019

The following terms and conditions (the “Terms of Use”) constitute a binding agreement between you and Selkirk Development, LLC (“Selkirk Development,” “we,” or “us”) with respect to your use of www.selkirkdev.com (the “Site”) and the services available on the Site (collectively, the “Services”), including any Content (as defined in Section 2 below). BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR PRIVACY POLICY [https://selkirkdev.com/files/terms&privacy/Selkirk-development_privacy-13978396v3], WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.

1. **Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. All changes are effective after posting for current users and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
2. **Scope of and Restrictions on Use.** Subject to these Terms of Use, Selkirk Development grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the “Content”). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Selkirk Development. You agree not to:
 - collect information from the Services using an automated software tool or manually on a mass basis;
 - use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
 - obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you;
 - “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
 - restrict or inhibit other users from accessing or using the Services;
 - modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site or in the Content; or
 - access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.
3. **Ownership.** The Services (including the Content) are owned by Selkirk Development and its licensors and are protected under copyright, trademark, and other applicable

United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site are registered and unregistered marks of Selkirk Development and its licensors. You acknowledge and agree that, as between you and Selkirk Development, Selkirk Development is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

4. Submitted Ideas. While we appreciate your interest in the Services and our business, Selkirk Development does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of Selkirk Development might seem to others to be similar to users' own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our Privacy Policy [https://selkirkdev.com/files/terms&privacy/Selkirk-development_privacy-13978396v3], all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Services or in response to solicitations on the Site shall be deemed to be non-confidential and non-proprietary, and Selkirk Development shall be free to use such information without limitation.
5. Electronic Communications. The communications between you and Selkirk Development via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
6. Privacy Policy. You acknowledge and agree that all information collected by Selkirk Development is subject to our Privacy Policy [https://selkirkdev.com/files/terms&privacy/Selkirk-development_privacy-13978396v3]. By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.
7. Change and Suspension.
 - 7.1. Changes to the Services. Selkirk Development reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that Selkirk Development will not be liable to you or to any third party for any such change, suspension, or discontinuance.
 - 7.2. Suspension/Termination of Access. Selkirk Development has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Use. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.
8. No Offer. The content posted on the Site is provided solely for informational purposes. This Site is not intended to be, and does not constitute, an offer for the sale, purchase or lease of real property. Except for your agreement to abide by these Terms of Use,

nothing in this Site or your use of the content contained herein shall be interpreted as giving rise to or forming the basis of a contract, commitment or obligation.

9. **Real Property Disclaimers / Disclosures.** All information posted on this Site is subject to change without notice. The information and materials contained in this Site regarding individual developments, including photographs, renderings, plans, prices, facilities, land uses, improvements, amenities, dimensions, specifications, views, scenes, materials and availability, are proposed, are conceptual only and are subject to change, modification or cancellation without notice or obligation. Scenes, pictures, drawings, illustrations and/or views shown may be artist renderings and may be locations or activities not on, or related to, the property or development. Actual views may vary, and views described or depicted cannot be relied upon as the actual view from any proposed unit, home, lot, amenity or other improvement or area. Maps are not to scale and are for relative location purposes only. There is no guarantee that the facilities, services, features, amenities, improvements, views, scenes or specifications described, shown or depicted within the Site will be constructed or otherwise provided, and if constructed or provided, that they will be of the same type, style, size or nature as described or depicted. Ownership of a residence in a development community does not guarantee access to, or the right to use, amenities, which may require the purchase of separate memberships and may be subject to other conditions on use. Certain amenities may not be complete and completion is neither warranted nor guaranteed.
10. **No Investment Advice.** None of the information provided through the Site constitutes investment advice, and the views expressed should not be taken as advice to buy or sell any security. Decisions based on information contained or provided through the Site are your sole responsibility and at your own risk. Nothing on or in the Site shall be considered a solicitation or offer to buy or sell any security, future, option or other financial instrument or to offer or provide any investment, tax, financial or legal advice or service to any person in any jurisdiction. Any overviews provided through the Site are intended to be general in nature. While intended to be helpful, these overviews are no substitute for professional tax, financial or legal advice. Investors should seek such professional, financial or legal advice for their particular situation.
11. **General Disclaimer; Limitation of Liability.**
 - 11.1. **Disclaimer of Warranties.** THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND SELKIRK DEVELOPMENT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER SELKIRK DEVELOPMENT NOR ANY PERSON ASSOCIATED WITH SELKIRK DEVELOPMENT MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER SELKIRK DEVELOPMENT NOR ANYONE ASSOCIATED WITH SELKIRK DEVELOPMENT REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

11.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SELKIRK DEVELOPMENT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 12.2, SELKIRK DEVELOPMENT IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL SELKIRK DEVELOPMENT'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED U.S. \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES IS AT YOUR SOLE RISK.

11.3. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 12 may not apply to you.

12. Indemnification. You agree to indemnify, defend, and hold Selkirk Development and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.

13. Third-Party Materials. The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that Selkirk Development is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Selkirk Development does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

14. Miscellaneous.

14.1. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Washington, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Washington.

- 14.2. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.
- 14.3. Entire Agreement. These Terms of Use, including our Privacy Policy [https://selkirkdev.com/files/terms&privacy/Selkirk-development_privacy-13978396v3] and such other terms that we provide for certain parts of our Site and Services, constitute the sole and entire agreement between you and Selkirk Development with respect to the use of the Site, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
15. Questions. If you have any questions about this Terms of Use or our information practices, please call us at 509-866-4477, email us at contact@selkirkdev.com, or write to us at:

Selkirk Development, LLC
1610 W. Riverside Ave.
Spokane, WA 992021
Attention: Property Manager