



By accessing, using or obtaining any content, products, or services through these websites, you agree to be bound by these terms. If you do not accept all of these terms, then please do not use these websites.

Legal Notices & Disclaimers

Our web site is designed to inform and familiarize you with our company. VOID WHERE PROHIBITED BY LAW.

Equal Housing Opportunity

Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate abides to Equal Housing Opportunity Guidelines and prohibits discrimination in advertising and marketing activities based on Race or Color, National Origin, Religion, Sex, Mental or Physical Handicap, and Familial Status.

Copyright

This web site and all materials continued herein, including but not limited to floor plans, and elevations, are copyrighted and may not be distributed, modified, or reproduced in whole or in part without the prior written permission of **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate**. The images from this site may not be reproduced in any form without the prior advance written consent of **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate**. You are advised that **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** actively and aggressively enforce its intellectual property rights to the fullest extent of the law.

Additional Terms

Additional terms may apply when you Purchase Products or Services, or when you participate in sweepstakes, raffle, or other promotions. These additional terms are found in the area of the Site where you will Purchase a Product or Service, or where you will register for a sweepstakes. **You agree to abide by the terms and conditions of imposed by any Provider, including payment of all amounts when due, and compliance with all rules and restrictions regarding the availability of products or services.** You are responsible for reviewing the forms that you fill out when you Purchase Products or Services, or participate in sweepstakes, raffle or other promotions.

Age restriction

Minors (as defined under the laws of their jurisdiction or residence) are not eligible to register for, use or Purchase the Products or Services available on the Site.

Responsible party

You are responsible for maintaining the secrecy of your Member ID and password. This is essential to protect the confidentiality of any information that may be stored on the Site. In addition, you will be financially accountable for all use of our site by you and anyone using your password and login information.

Member ID and Password

Access to certain areas of the site may only be available to registered members. To become a registered member, you are required to answer a limited number of mandatory questions. Answers to additional questions are optional. You represent and warrant that all information you supply to us about yourself and others, including email addresses, is true, valid and accurate, and that you have the right to supply us with such information.

Termination

Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate, in their sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our site, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Site, and destroy any copy you have made of any portion of the site. Accessing the site after such termination, suspension, or discontinuation shall constitute an act of trespass. **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** shall not be responsible to you for such suspension or termination.

Changes

Any aspect of the site may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. However, we make no commitment to update the information contained on this site. You agree that **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance.

We may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services.

Availability

We will use our reasonable commercial efforts to keep our site available on a 24-hour/7-day-a-week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the site will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.

Content

The Content is intended for information purposes only. Although we exercise reasonable efforts to ensure their quality and accuracy, there might be errors, or the information provided may not be complete, current, or applicable to your particular situation. Further, information provided regarding the service, amenities, products, etc. have been provided to us by the vendor. We assume no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness, and usefulness of any opinion, advice, or other content available through the Site or obtained from a linked site.

You should not take any action based on information on this site until you have received a confirmation of your transaction. We send confirmations within 48 hours of your purchase. If you have not received a confirmation of your purchase via e-mail, first look into your "spam" or "junk" folder to verify that it has not been misdirected, and if still not found, please contact our customer service department.

Intellectual Property

Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate maintains this web site as a service to Internet users and its use is a privilege to the viewer. All information is provided without warranty of any kind, either express or implied or for non-infringement. Access and use of the web site and all company links are subject to the terms and conditions set forth herein and to all applicable laws regulating the use of the internet and those relating to the use of information.

The use of this web site is also subject to all applicable laws involving copyrighted materials and intellectual property. **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** reserves the right to revise the terms and conditions for access to its web site from time to time in its sole discretion.

Liability Disclaimer

The information, software, products and services published on this web site may include inaccurate or typographical errors. Changes are periodically added to the information herein **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** may make improvements or changes in this web site at any time. In no event shall **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this web site, whether based in contract, tort, strict liability or otherwise even if the **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** have been advised of the possibility of damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Privacy Policy

The security and confidentiality of your Personal Information is very important to us. We have physical and electronic safeguards, and company-wide policies and procedures, designed specifically to guard your Personal Information against accidental disclosure. Our employees and agents cannot use your Personal Information for purposes other than those which we at **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** authorize. Access to your Personal Information is restricted, and employees who fail to follow our policies and procedures are subject to disciplinary action.

This Privacy Promise is provided to assure you that all Personal Information provided to **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** in the course of business transactions is disclosed only within **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** and our Affiliates, Service Providers, Strategic Partners and third parties as allowed or required by law. "Personal Information" is data and information which identifies you or relates to you or your family members and which is not publicly available.

The policies and disclosures contained in this Privacy Promise may change over time, but we will communicate with you, as required by law, when any changes are made. This Privacy Promise replaces all previous notices or statements with respect to his subject, and cannot be modified orally by any of our representatives, employees or officers.

How we use the information we collect

We use Personal Information in order to provide and enhance the Products or Services offered on our site:

- To record your travel preferences or to make reservations on your behalf, or to communicate with you about your travel plans;
- To issue invoices, administer accounts, collect and process payments;
- To provide tips or guidance on how to use our site, inform you of new features on our site or provide other information that may be of interest to users;
- To personalize the service we provide to you, tailor your experience at our site to your interests and make more appropriate travel recommendations;
- To send you e-mails, e-newsletters, personalized offers via direct messaging or other communications about our services, if you have subscribed to receive this information or you have not advised us that you do not wish to receive such communications;
- To manage our site, diagnose technical problems, improve content and allocate the resources of our systems so that your experience with our site is as efficient as possible;
- To process and track your transactions and to send you information about our and our affiliates' and business partners' products and services and other information and materials that may be of interest to you;
- To develop, enhance, market, sell or provide **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** Products or Services, or those of companies with which we have a commercial relationship, but only if you have granted us permission to do so or we are otherwise able to do so under applicable law;
- To evaluate credit standing and to match credit bureau or credit reporting agency information; to investigate, detect and protect **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** and other third parties against error, negligence, breach of contract, fraud, theft and other illegal activities;
- To effect a corporate transaction in connection with the sale, merger, spin-off or other corporate reorganization of our corporation, where the information is provided to the new controlling entity in regular course of business;
- To audit compliance with our policies and contractual obligations;
- As permitted by, and to comply with, any legal or regulatory requirements or provisions;
or
- For any other purpose to which you consent.

Contests - Promotions - Raffles - Sweepstakes

If you participate in a contest, promotion, raffle or sweepstakes, we will only use your Personal Information to notify you if you win. We may send you additional communications only if you have specifically requested to receive our newsletters, e-mails, personalized offers or other promotional materials when filling out the contest or promotion form. We will share the information with the entities with which we may have teamed to propose the joint promotion. If a third party administers the contest, your participation may be subject to additional terms and conditions and that third party's privacy policy. We are not responsible for such third parties. You should carefully review these third parties' terms and conditions.

Session Data

We use Session Data, collected through cookies and pixel tags, to better understand how our site is navigated, how many visitors arrive at specific pages, the length and frequency of stays at our site, the variety of searches of our site's database, the types of browsers and computer

operating systems used by our visitors and the Internet Protocol addresses from which visitors connect to our site

We also use this information to improve our site content and ease of use, to personalize and improve your individual viewing experiences on our site and provide information that may be of interest to you.

Pixel Tags

We use pixel tags to monitor the open rate of our communications. This helps us understand the effectiveness of communications we send. We do not use this information for any other purpose.

Survey and Focus Groups

When you participate in surveys or focus groups, your participation and responses will be kept confidential and will not be shared outside **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** without your permission, except with our service providers.

Aggregated Information

Aggregated information is information recorded in any form about more than one individual, where the identity of the individual is not known and cannot be inferred from the information. We may use aggregated information to describe our user base to current or potential partners, investors and advertisers; after a survey, to understand and respond to market needs and preferences; or to make recommendations to other users of our Site. For example, if users of our Site who have traveled to a particular destination told us that they had positive experiences at a hotel in that destination, we might recommend that hotel.

What we do NOT do

We do not and will not, at any time, request your credit card information, Member ID, login password or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. Identity theft and the practice currently known as "phishing" are of great concern to us. Safeguarding information to help protect you from identity theft is our priority.

For more information about phishing, you may want to visit the Federal Trade Commission at <http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt127.shtm>.

Consent

BY SUBMITTING PERSONAL INFORMATION TO US, AND/OR BY USING OUR SITE, YOU AGREE THAT WE MAY COLLECT, USE AND DISCLOSE SUCH PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY AND AS PERMITTED OR REQUIRED BY LAW. FURTHER, YOU ARE GRANTING PERMISSION FOR SOUTHERN MOUNTAIN RESORTS, OR ANY OF ITS AFFILIATES, TO SOLICIT DIRECTLY TO YOU IN REGARDS TO EITHER TRAVEL RESERVATIONS OR REAL ESTATE SALES (WHERE PROHIBITED BY LAW).

If you do not agree with these terms, do not provide any Personal Information to us. If you refuse or withdraw your consent, or if you choose not to provide us with any required Personal Information, we may not be able to provide you with Products or Services that can be offered on our Site only if we have access to certain Personal Information.

Links to Other Sites

Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate is not responsible for the content of any offsite pages or any other sites linked to this web site. Linking to this web site, off-site pages or other sites is at your own risk.

Outbound Links

For your convenience, our Site provides links to other sites. When you click on one of these links, you are leaving our site and entering another site. We are not responsible for such third party websites. You should carefully review the terms and conditions of use of these sites, because these terms will apply to your visit to these other sites.

Inbound Links

We welcome links from a third party site to our Site, through a plain text link, provided that (a) you discontinue providing a link to our Site if so requested by **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate**; (b) you do not imply in any fashion that **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** is endorsing any of your products or service or is affiliated with you, (c) you do not present **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate** in a false light, or provide misleading or false information about **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate**, or its Site or Services, (d) you do not remove or obscure the copyright notices, or other notices on this Site; (e) you do not use any Mark of **Wild Moon Ranch & Resort, Southern Mountain Resorts and/or Southern Real Estate**; and (f) you do not replicate, frame or mirror the content of the Site.

We reserve the right to require you to remove links to the Site, in our sole discretion.



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