

Privacy Policy

The Carlton Company LLC, a Colorado limited liability company and its affiliates (collectively “The Carlton Company”, the “Company”, “us”, “our” or “we”) welcome you to our website. This Privacy Policy (the “Policy”) applies to this site and all other sites operated or sponsored by the Company (collectively, the “Website”). The purpose of this Policy is to describe what Personal Information (as defined below) and other information we may collect from you through the Website, how we may collect it, with whom we may share it, as well as the choices you have regarding our collection of information and our use and disclosure of that information to other parties. The examples given below are intended to be for illustrative purposes only, and therefore, should not be considered to be a complete representation of the Company’s practices.

Please review the Policy carefully. By accessing the Website, you are indicating your agreement to the Policy and your use of our Website constitutes your acceptance of this Policy and your consent to the practices it describes. If you do not agree to the terms of this Policy, please do not use our Website. The Company reserves the right to modify the Policy at any time, without notice. Such changes will be incorporated into this document and posted on the Website and will become effective as soon as they are posted on the Website. The current version of the Policy supersedes any prior versions.

If you have any questions about the Policy, you may contact us at by phone at (303) 422-8888 or by writing us at 7705 Ralston Rd, Arvada, CO 80002.

The Policy does not apply to any information received by the Company from you or from any other sources on your behalf outside of the Website, including in the course of any client relationship that you may enter into with the Company. Should you ultimately formally enter into a client relationship with The Carlton Company, the Company’s obligations with respect to information that it receives from you during the course of that relationship will be governed by other applicable law.

This Policy does not apply to information collected by third parties, such as when you visit a third party website, or interact with online advertisements. Please take a moment to review the privacy policies of third-party sites before you disclose your Personal Information to them, as we disclaim responsibility for their actions with regard to your information.

Our Website is not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Website. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on this Website or through any of its features, or provide any information about yourself to us, including your name, address, telephone number, and/or email address. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us at the address or number listed above.

Information collected and how it is used:

We may collect personal and other information about you when you use our Website, as described below. “Personal Information” is information about an identifiable individual, such as their name, mailing address, email address, or phone number, whether used alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual. We typically collect Personal Information and other data from you, and use that information as set forth in this Policy or otherwise communicated to you from time to time (subject to your consent when required by applicable laws). The Company may collect information through the use of the Website from a variety of sources – this includes (i) Personal Information you may choose to provide while on the Website (such as Personal Information entered into the Website when you request to receive more information about real estate transactions and potentially working with The Carlton Company) and (ii) information the Website collects automatically.

Generally speaking, our Website is informational. Any Personal Information which would permit someone to contact you is only requested in order for us to respond to any real estate questions you have for us or for us to offer you information about real estate that we think you may be interested in. We do not collect any information which would permit someone to contact you unless you voluntarily provide it through the Website’s contact features, and you can request that your Personal Information be removed from our contact list if you would like to stop receiving information from us.

The following are some examples of Personal Information you may choose to provide while using the Website:

- You are a potential real estate buyer who is interested in purchasing a property listed with The Carlton Company. To receive this information, you will provide us with your name, telephone number and/or email address. We use this information to have a real estate broker contact you and send you information on the specific property or properties you are interested in learning more about or to help you begin a search in your target area.
- You are a potential real estate seller who is interested in selling a property. To receive this information, you will provide us with your name, telephone number and/or email address. We use this information to have a real estate broker contact you and send you information about the property or properties you are interested in selling.
- You search for listings in a particular area, and then sign up to receive email notifications about similar homes that are listed in the future or to sign up for The Carlton Company real estate newsletter.
- You sign up for The Carlton Company “what’s my home worth?” property valuation feature by providing a property address and contact information on our Website.

The Website also collects certain information automatically when you access or use the Website. For example, The Carlton Company may monitor and compile statistical information concerning the usage of

The Carlton Company – Website Privacy Policy and Terms of Use

the Website. This information allows the Company to monitor its utilization and continuously improve its quality. Examples of this information would include, but not be limited to, the number of visitors to the Website, or to sections or pages within the Website, patterns of traffic flowing through the Website, length of time spent on the Website, or in sections or pages of the Website, the other sites that refer visitors to the Website, the pages of the Website that visitors frequently use as entry and exit points, utilization of the browser and operating systems and versions used by visitors to the Website, etc.

In order to compile this information, The Carlton Company may collect and store information regarding your “ISP” (Internet Service Provider), your “IP” (Internet Protocol) address, your operating system version, your browser version, the pages you visit within the Website, the length of time you spend on pages within the Website, the site from which you linked to ours, search terms you used in search engines which resulted in you linking to the Website, etc. While all of this information can be associated with the IP address your computer had while you visited the Website, it will not be associated with you as an individual, or associated with any other information you may submit through the Website, or that The Carlton Company may store about you for any other purposes.

The Website may also use “cookie” features to enhance the experience of users of the Website. Computer “cookies” (also known as an HTTP cookie or a browser cookie) are small files which are stored on a user's web browser that contain a small amount of data specific to a particular client and website, and can be accessed either by the web server or the client computer. Most web browsers have options which allow the user to see what cookies, if any, have been stored on the computer, and to optionally enable or delete cookies.

In addition to the reasons mentioned above, we may use information collected through the Website to provide information about real estate including market trends and available properties, to market our services, to inform you of offers or new features that we believe may be of interest to you, to process or maintain your subscription to a newsletter or mailing list, to resolve problems with the Website, and to enhance or personalize your experience using our Website. We may also use such information for other purposes related to our business, as well as for any other purpose described in this Policy or any other agreement you may enter with the Company or otherwise as we may disclose to you or to which you consent from time to time.

We do not sell your Personal Information to any third parties for any reason. We may share your Personal Information and other information with trusted third parties for one of our purposes mentioned above, for example using a third party service to assist with an email marketing campaign or newsletter.

In the event that we go through a business transition, such as a merger, acquisition, liquidation or sale of all or a portion of our assets, Personal Information will, in most instances, be part of the assets transferred, or may be disclosed (subject to confidentiality restrictions) during the due diligence process. In addition, we may, without your consent, access and disclose your Personal Information, any communications sent or received by you, and any other information that we may have about you as may be permitted or as we believe in good faith may be reasonably necessary to comply with any law,

The Carlton Company – Website Privacy Policy and Terms of Use

regulation, rule or court order; pursuant to subpoenas or other lawful requests from governmental, regulatory or administrative agencies or law enforcement authorities (including in response to law enforcement); to respond to any claims, or to prevent, investigate, identify persons or organizations potentially involved in, or take any action regarding suspected fraud, violations of our Terms of Service, or activity that appears to us to be illegal or we believe may expose us to legal liability. Additionally, we may disclose Personal Information in situations that we believe to be emergencies involving potential threats to the physical safety of any person or property, if we believe that your information in any way relates to that threat.

Your Choices:

It is possible for you to use most of our Website without giving us any Personal Information. When you do register with us or give us Personal Information, you may sometimes have an opportunity at the time we collect your information to limit e-mail communications from us, or you can unsubscribe from email newsletters or similar communications by clicking on the unsubscribe link in the email or by contacting us. If you would like to update your Personal Information or have questions about accessing or removing any Personal Information you have provided, you can contact us by phone at (303) 422-8888 or by writing us at 7705 Ralston Rd, Arvada, CO 80002.

Terms of Use and Disclaimer

The Carlton Company LLC, a Colorado limited liability company and its affiliates (collectively “The Carlton Company” or the “Company”) welcome you to our website. This Terms of Use and Disclaimer (the “Terms of Use”) applies to this site and all other sites operated or sponsored by the Company (collectively, the “Website”). These Terms of Use do not apply to your use of unaffiliated websites of any other companies, organizations or individuals to which this Website merely links.

Please review the Terms of Use carefully. By accessing the Website, you are indicating your agreement to the Terms of Use and your use of our Website constitutes your acceptance of these Terms of Use. The Company reserves the right to modify the Terms of Use at any time, without notice. Such changes will be incorporated into this document and posted on the Website and will become effective as soon as they are posted on the Website. The current version of the Terms of Use supersedes any prior versions. You should check these Terms of Use periodically for any changes. By using this Website after we post any changes to these Terms of Use you agree to accept those changes, whether or not you have reviewed them. If you choose not to accept these Terms of Use at any time, please do not use this Website.

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You expressly understand and agree that this Website and the information available through this Website are provided on an “as is” basis and are for general information and reference purposes only. The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision regarding the sale or purchase of real estate property or any other matter. The information here cannot replace or substitute for the professional advice of a licensed real estate broker to answer any questions and help you understand and use the information available through this Website.

There is no guarantee that the information on the Website is always correct, complete, or up-to-date. The Carlton Company makes no warranty as to the accuracy, completeness, authenticity, or reliability of any information available through the Website. All those that review the Website should take the appropriate precautions to verify all information. Your use of any information or materials on this Website is entirely at your own risk, for which the Company shall not be liable. It shall be your own responsibility to ensure that any services or information available through this Website meet your specific requirements. The Carlton Company expressly disclaims any and all warranties with respect to the Website and the information available through the Website, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, the Company will not be liable for any indirect or consequential loss or damage (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website. The Company makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

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You agree to indemnify and hold the Company and its owners, officers, managers, members, shareholders, employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company arising out of any breach by you of these Terms of Use or other liabilities arising out of your use of this Website.