

TERMS AND CONDITIONS OF USE OF THIS SITE

Last Revised: June 6, 2019

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CAREFULLY READ THESE TERMS AND CONDITIONS OF USE OF THIS SITE (“TERMS OF USE” OR “AGREEMENT”) BEFORE YOU (“USER”) ACCESS OR USE THIS WEBSITE (“SITE”), AND EACH TIME YOU ACCESS OR USE THIS SITE, TO DETERMINE WHETHER ANY MODIFICATIONS OR CHANGES TO THESE TERMS OF USE HAVE BEEN MADE. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AS MAY BE MODIFIED FROM TIME TO TIME, AND TO BE LIABLE TO THE OWNER OF THIS SITE FOR LOSSES AND DAMAGES ARISING FROM ANY NONCOMPLIANCE WITH SUCH TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, AS MAY BE MODIFIED FROM TIME TO TIME, YOU SHALL NOT ACCESS OR USE THIS SITE OR ANY OF ITS CONTENTS IN ANY MANNER.

By accessing or using this Site, User agrees to bound and governed by the following terms and conditions:

1. Definitions. “CLAW” means Combined L.A./Westside MLS, Inc., its agents, employees, officers, directors, managers, and all other persons and entities affiliated with CLAW, including without limitation those responsible for creating, maintaining, and publishing this Site. “Content” means all materials, information, images, data, and other content on this Site, including without limitation trademarks, service marks, copyrighted and copyrightable materials, advertisements, data, text, graphics, files, photographs, software, video, and other materials. “Loss” means loss, cost, expense, damage, injury, liability, claim, action, proceeding, arbitration, lawsuit, or judgment. “Owner” means CLAW, the owner of this Site. “User” means each person or entity that accesses or uses this Site in any manner, whether directly or through any other person or entity. “Site” means the Internet Website located at the URL address <http://www.TheMLS.com>, and any additional URL address that may be added from time to time.

2. Photography. By entering a listing in the MLS, the person entering this listing represents and warrants:

- (A) The person has the approval and authority of the listing broker (Participant) and listing agent (Subscriber) to enter the listing and any photographs uploaded with the listing. The Participant and Subscriber grant to the MLS all of their rights, title and interest in the photograph.
- (B) All photographs uploaded, whether at the time of the listing or thereafter, meet the following criteria: (i) The broker has, or has obtained, all rights, ownership and control of the photograph without any residual rights remaining in any other person or entity, including the photographer. (ii) The broker has the absolute and undeterred right to convey full and complete title and rights in the photographs to the MLS.
- (C) No assignments, residual rights or any other factor interferes with the full and complete rights granted to the MLS. The photographs have not been pledged as security nor has any rights been reserved by the photographer or anyone else.
- (D) The Participant and/or Subscriber have obtained the permission and unequivocal consent of the owner to publish the photographs and allow the MLS to use the photographs in any manner it deems appropriate, including but not limited to historical

uses.

3. Limited License for Personal and Non-Commercial Use Only; Printing of Site Content.

(A) User is granted a limited, nonexclusive, revocable, non-sublicensable license, for the duration of User's current viewing session, to use those portions of this Site and its Content to which User is expressly granted access, for personal, non-commercial use only ("License"). The License does not include, and User shall not access or use, any other portion of this Site or its Contents.

(B) This License shall terminate immediately upon the first to occur of, (i) any noncompliance by User with any of the terms and conditions of these Terms of Use, as may be modified from time to time, effective immediately, with or without notice, upon such non-compliance, (ii) notice to User at any time, (iii) the decision of CLAW, in its sole discretion, for any reason, with or without notice, to revoke this License, whether as to User alone or as to a larger group or category of users, or (iv) User's delivery to CLAW of notice of termination of this License. Any notice provided for in this section, if required, shall be transmitted as provided in Section 25.

(C) While this License is in effect, User may access, read, and print publicly available articles, information, Frequently Asked Questions ("FAQs"), and other publicly available materials from this Site for User's personal, non-commercial use only.

(D) Except as expressly provided herein or required by law, User shall not perform, publish, display, reproduce, sell, license, sublicense, transfer, modify, distribute, transmit, use to create derivative works, or otherwise use or exploit any Content, for any purpose, except with the express prior written consent of CLAW.

(E) User shall not use this Site or any Content for any illegal or prohibited purpose, or to harass any person, or in any manner that could damage, disable, overburden, or impair this Site, any Content, any Linked Website, or CLAW's computer servers or systems, or interfere with any other person's use of this Site or any Content.

4. Further Agreements of User. User agrees not to:

(A) Attempt, directly or indirectly, to gain any unauthorized access to this Site or any Content, or any portions thereof, whether through password mining, hacking, or any other means, or to collect or obtain information about other Users, including e-mail addresses, or any personally identifiable information, in any manner.

(B) Upload any file, computer code, or software that contains any malicious program or code, including viruses, corrupted files, worms, Trojan horses, rootkits, keyloggers, dialers, spyware, adware, or other programs or software, or that may damage or interrupt this Site, any Content, any Linked Website, any user's use thereof, or the Websites, computers, software, or other property or materials of CLAW or others (collectively, "Malware").

(C) Use any robot, spider, scraper, or other automated means, in connection with the access or use of this Site or any Content, for any purpose, without CLAW's express prior written consent.

(D) Attempt to circumvent any technological measures or features of this Site that are intended to control or secure access to this Site, any Content, or any portion of it.

(E) Circumvent any robot exclusion headers contained on this Site.

5. Links to Other Websites. This Site may contain links to other Websites (each, a “Linked Website”). Some Linked Websites may be operated by third parties who have a business relationship with CLAW. CLAW shall have no responsibility or liability for any content or any other aspect of any Linked Website. Access to or use of any Linked Website is made at User’s sole risk. Except as otherwise specified in writing, CLAW does not endorse, approve, or warrant any aspect of any Linked Website, including any software, information, views, or other content thereof. CLAW shall have no responsibility or liability for access or use made by User or any other person of any such Linked Website, any content, anything that may be delivered to User or any such other person, or their respective computer or other equipment or system, as a result of accessing or using a Linked Website. User is advised to review the terms and conditions of use, privacy policy, security, operations, and other aspects of any Linked Website before accessing or using it.

6. Security. Use of the Internet and any Website presents certain risks to the security of User, User’s computer, data, and personal information. User is advised to exercise caution in providing any information, and in particular personally identifiable information, which may expose User to possible physical, financial, or other risk, in connection with accessing this or any other Website.

7. Prohibited Uses. Except as expressly permitted under these Terms of Use, User shall not do or attempt to do any of the following, without the express prior written consent of CLAW:

(A) Modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another Website, use on another Website, create derivate works of, transfer, sell, and/or exploit for any purpose any Content, including without limitation any software, real estate listings, databases, or other lists, products, or services made available or provided through this Site, including by e-mail or other electronic means.

(B) Use this Site or any Content for a commercial purpose.

(C) Take any action that poses an unreasonable or disproportionate load on, or other risk to, this Site, any Content, any Linked Website, or any of CLAW’s or any third party’s infrastructure.

(D) Interfere with the functionality of this Site, any Content, or any activities conducted on this Site.

(E) Bypass this Site’s robot exclusion headers or other measures this Site may use to prevent or restrict access to all or any portion of this Site.

The determination of the existence or occurrence of any circumstance, event, or action prohibited under these Terms and Conditions, or any other requirements set forth on this Site, shall be made by CLAW in its sole discretion.

8. Acknowledgments by User. User acknowledges, represents, and agrees that:

(A) CLAW shall retain the right to exercise exclusive administrative and operational control over this Site.

(B) CLAW has the right to grant or deny access to this Site, or any portions of it, to any person, in its sole discretion.

(C) User’s shall not access or use this Site, or any portions thereof, except as expressly permitted by CLAW in its sole discretion.

9. Proprietary Rights. User acknowledges, represents, and agrees that:

- (A) The trademarks and service marks of CLAW, its affiliates, and other persons and entities appearing on this Site (the “Marks”), this Site, its Content, including without limitation the compilation of real estate listings, and the functionality, look, and feel of this Site, are proprietary, original works of authorship of CLAW, its affiliates, participants, subscribers, and/or their respective licensors.
- (B) All such matters are and shall remain the exclusive property of CLAW or such other persons and/or entities.
- (C) User shall not contest or infringe any of such rights, directly or indirectly, at any time.
- (D) User shall not use or place any Content of this Site on any other Website or networked computer environment, or for any purpose other than User’s personal, non- commercial use, except with CLAW’s advance written content or as permitted under these Terms of Use or elsewhere on this Site.

10. User’s Representations and Warranties. User represents, warrants, and agrees that:

- (A) All information that User provides at any time in order to access this Site, or while viewing, being present at, or otherwise using this Site, is true, accurate, and complete.
- (B) User shall not use an identity or any login or security credentials of any person other than User.
- (C) User shall not impersonate or falsely represent User’s affiliation with any person or entity.
- (D) User shall not access or attempt to access or use any password protected, secure, or non-public area of this Site, except an area to which User has specifically been granted access in compliance with these Terms of Use with the express prior written consent of CLAW.
- (E) User shall not use or attempt to use this Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, including without limitation the posting or transmitting of any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material.
- (F) User is aware that any person accessing or attempting to access this Site, or any portions thereof, in violation of these Terms of Use or applicable law, or who otherwise violates this Agreement, may be subject to criminal prosecution, civil lawsuit, or both.

11. Advertisers. Banners, popups, and other forms of advertising may be present on this Site. CLAW does not endorse, approve, or sponsor, and shall not be responsible or liable for, the claims, representations, or promises made by any third party advertiser or other person in connection with any products, services, or other matters, except as expressly stated in writing by CLAW.

12. Professional Advice and Services. User is informed and aware that CLAW does not provide legal, tax, or other professional services or advice. User is advised to obtain reliable professional advice, selected and paid for by User, and not to rely on any generic information from any source without investigation and research by User and/or by such professionals.

13. Accuracy and Updating of Site and Content. CLAW makes no representations or

warranties regarding the accuracy of any Content, nor shall CLAW be responsible to update any Content.

14. Interruptions in Service. This Site, the Content, and access thereto may from time to time be unavailable to User, including because of technical failures, interruptions, utility outages, planned or unplanned downtime for service, changes to this Site, or otherwise. User agrees that CLAW shall have no liability to User or any other person or entity for any interruption, unavailability, lack of access, or modifications to this Site or the Content, or any resulting Loss, as defined above, to User or any other person or entity.

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(A) CLAW, in its sole discretion, reserves the right (but shall have no obligation) to review, accept, reject, control, or edit any text, data, images, files, or other materials that may be uploaded, posted or submitted in any Forum ("Submission").

(B) CLAW: (i) makes no representation that it will review, accept, or permit every or any Submission; (ii) makes no representation that any Submission which may appear on this Site is accurate or reliable; and (iii) shall have no responsibility or liability for any Submission. User is advised to investigate and evaluate Submissions thoroughly prior to responding to or relying upon any Submission. User is informed that (iv) Submissions may be accessible to and viewed by persons unknown to User, including the general public; and

(e) User is advised to exercise caution before providing any personally identifiable information in a Submission.

(C) By posting a Submission, User represents and warrants that: (i) User has the legal right, and has obtained all necessary licenses and permissions required to post any Submission; (ii) the Submission will not violate any law or infringe on the rights of any third party, including without limitation any copyright, trademark, patent, privacy or publicity rights; (iii) User will not post any Submission that is defamatory, libelous, slanderous, sexually explicit, obscene, inappropriate, indecent, or profane, or that is posted with intent to harass, stalk, or threaten any person; (iv) User will not use any Submission or Forum in connection with surveys, contests, chain letters, junk e-mail, spamming, or illegal activities of any kind; (v) User will not impersonate or use login or identifying information of any other person, or any false information, in a Submission or Forum.

(D) By posting a Submission, User grants to CLAW the right, in its sole discretion, to copy, reproduce, distribute, transmit, and display Submissions, in any form, at any time, without payment or other consideration other than the herein License, and to permit other users access to such Submissions as part of the Content on the terms of this Terms and Conditions of Use, as may be modified from time to time, and elsewhere on this Site. CLAW may, in its sole discretion, delete any Submission at any time, for any reason, without notice.

(E) Submissions may not contain any advertisements or solicitations without CLAW's express prior written consent.

(F) CLAW reserves the right to limit or terminate access to any Forum at any time, for any reason, without notice.

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(E) ALL USE OF THIS SITE AND ANY LINKED WEBSITE, ANY CONTENT, AND ALL RELATED MATTERS, IS AT USER'S OWN RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING OR RELATED DAMAGE, DESTRUCTION, LOSS, THEFT, AND AUTHORIZED OR UNAUTHORIZED ACCESS, ALTERATION, OR DAMAGE TO OR OF USER'S OR ANY OTHER PERSON'S EQUIPMENT, SOFTWARE, WEBSITE, DATA, OR OTHER PROPERTY, AND OR ANY ACTION TAKEN OR NOT TAKEN BY USER OR ANY OTHER PERSON IN CONNECTION WITH THIS SITE, ANY LINKED WEBSITE, ANY CONTENT THEREOF, OR ANY OF THE FOREGOING.

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| Full Legal Name of Service Provider: | Combined L.A./Westside MLS, Inc. |
| Alternative Name(s) of Service Provider: | TheMLS.com; TheMLS™. |
| Address of Service Provider: | 8350 Wilshire Blvd., Suite 100, Beverly Hills, CA 90211 |
| DMCA Agent: | Gigi Merina |
| E-Mail of Designated Agent: | gmerina@corp.themls.com |
| Telephone Number of Designated Agent: | (310) 358-1100 |

20. Copyright and Other Intellectual Property Claims; Indemnification. User agrees to defend, indemnify, and hold CLAW, its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors, and assigns, from all actions, liabilities, losses, claims, demands, damages, costs, and expenses, arising or resulting from any Content that User uploads, submits, or uses, or causes to be uploaded, submitted, or used, including without limitation any photograph, other image, data, or other Content in TheMLS.com, any other Website or network maintained by CLAW, any IDX Website, or other media or publication. User is advised to exercise care in acquiring all required rights to upload, submit, or use such materials, from the owners and holders of all such rights, prior to uploading, submitting, or using them or making them available in TheMLS.com, an IDX Website, or other Websites or publications.

21. Modification of Terms of Use. CLAW reserves the right, in its sole discretion, to modify or revise these Terms of Use, whether on this or any other page of this Site, at any time, without notice. By accessing or using this Site, User agrees to be bound by any such modified or revised Terms of Use effective upon electronic posting to this Site. Additional terms and conditions may govern the use of certain pages within this Site, or the creation, maintenance, and use of a link to this Site, as such additional terms and conditions may be contained on other pages of this Site, or other matters, all of which shall be binding on User, without further notice, not later than 24 hours after such posting.

22. Suspension or Termination of Access; Removal of Content. CLAW reserves the right, in its sole discretion:

(A) to suspend, terminate, condition, or deny User's access to or use of this Site, or any portion or functionality of this Site, and/or to pursue any other remedy available by contract or by applicable law, for (1) any violation of or failure to satisfy any applicable legal or regulatory requirement, these Terms of Use, CLAW's MLS Rules, any rule or policy of CLAW, or any term or condition of use contained elsewhere on this Site, all as may be amended from time to time, in CLAW's sole discretion, or (2) any alleged or actual illegal use of this Site, or (3) any negligent act, error, or omission; (4) all by User or User's agent, employee, or contractor, or (5) as required by any determination of decision of CLAW; all as determined by CLAW in its sole discretion; and/or to remove any Content placed on this Site, or any portion thereof, by User or User's agent, employee, or contractor (or to require User to remove such Content), where such Content (1) violates or fails to satisfy any applicable legal or regulatory requirement, these Terms of Use, CLAW's MLS Rules, any rule or policy of CLAW, or any

term or condition of use contained elsewhere on this Site, all as may be amended from time to time, in CLAW's sole discretion, (2) any alleged or actual illegal use of this Site, or (3) any negligent act, error, or omission; (4) all by User or User's agent, employee, or contractor, or (5) which removal is required by any determination or decision of CLAW; all as determined by CLAW in its sole discretion.

(c) Upon notice of any suspension, termination, denial of access, or any such Content, transmitted as provided in Section 25, User shall immediately cease all access to or use of this Site or any such portion or functionality thereof as specified in such notice and/or remove such Content as specified in such notice, whichever is applicable.

23. Indemnification. User agrees to defend, indemnify, and hold harmless CLAW, its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors, and assigns, from all actions, liabilities, losses, claims, demands, damages, costs, and expenses, arising or resulting from User's: (a) use of this Site, or (b) violation of or failure to satisfy any applicable legal or regulatory requirement, or CLAW's MLS Rules, or these Terms of Use or any rule or policy of CLAW, or any term or condition of use contained elsewhere on this Site, all as may be amended from time to time, or which removal is required by any determination or decision of CLAW, or (c) violation of or failure to satisfy any applicable legal or regulatory requirement, or CLAW's MLS Rules, or any term or condition of these Terms of Use, or any other term or condition of use contained elsewhere on this Site, all as may be amended from time to time, or any alleged or actual illegal use of this Site, negligent act, error, or omission of User or User's agents or contractors.

24. Ownership of Site and Content; Reservation of Rights. All right, title, and interest in and to this Site and Content belong solely and exclusively to CLAW and/or any third party owner of particular Content. This Site and the Content are protected by applicable federal, state, and local laws, including but not limited to copyright, trademark, and other intellectual property laws. All rights not expressly granted or addressed herein are hereby reserved.

25. Choice of Law; Jurisdiction and Venue. These Terms of Use shall be governed in accordance with the laws of the State of California, excluding conflict of law principles. By use of this Site or creating a link to this Site, User agrees that in the event of a dispute or any kind or nature between User and CLAW, respecting or arising from these Terms of Use, this Site, any use of this Site, any link to this Site, or any Content, or any related matter, such dispute shall be resolved before a federal or state Court of competent jurisdiction situated in the County of Los Angeles, State of California, United States of America, which shall have exclusive jurisdiction and venue. CLAW and User each waive all defenses to the exclusive jurisdiction of such Courts.

26. Notices. Except as otherwise provided in these Terms and Conditions, or elsewhere on the Site any notice or communication that is permitted or required under this Agreement shall be in writing (as specified in this section) and transmitted as follows:

(A) If from User to CLAW, by one of the following: (i) e-mail sent to _____@themls.com, which shall be deemed received 12 business hours after transmittal with confirmation of receipt; or (ii) letter sent by certified U.S. mail, or by Federal Express or similar overnight carrier, to: Combined L.A./Westside MLS, Inc.,

Attn: _____, 8350 Wilshire Blvd., Suite 100, Beverly Hills, California 90211, which shall be deemed received on the second business day after transmittal. All costs and charges of transmittal shall be paid by the party transmitting the notice.

(B) If from CLAW to User, by one of the following: (i) electronic message sent to User's current login if User has a current login at www.themls.com, which shall be deemed received 24 hours after transmittal by CLAW; or (ii) e-mail sent to User at User's current e-mail, if on

file with CLAW as part of User's login; or (iii) posting at www.themls.com, which shall be deemed received 24 hours after such posting. All costs and charges of transmittal shall be paid by the party transmitting the notice.

(C) If any such deemed delivery time would expire on a day that is not a business day for title insurance companies in Los Angeles County, California, such deemed delivery time shall instead expire at the same time on the next day that is a business day for title insurance companies in Los Angeles County, California.

27. Miscellaneous.

(A) If any term or condition of these Terms of Use, or any other term or condition contained in this Site, shall for any reason be determined to be unlawful, void, or otherwise unenforceable in a particular circumstance, such determination shall have no effect on any other term or condition, or on the same term or condition as applied to a different circumstance, which shall remain in full force and effect.

(B) These Terms of Use supersede entirely any prior agreements or understandings between User and CLAW not expressly incorporated into these Terms of Use. In the event of any inconsistency between these Terms of Use and any future posted Terms of Use, the last posted Terms of Use shall control.

(C) There are no intended third party beneficiaries of these Terms and Conditions.

28. USER'S CONSENT TO BE LEGALLY BOUND TO TERMS OF USE. IN CONSIDERATION OF BEING PERMITTED ACCESS TO OR USE OF THIS SITE, AND/OR PROVIDING A LINK TO THIS SITE, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE, AND ANY OTHER TERMS AND CONDITIONS CONTAINED ELSEWHERE ON THIS SITE, ALL AS MAY BE MODIFIED OR AMENDED FROM TIME TO TIME. USER'S ACCESS TO OR USE OF THIS SITE IN ANY MANNER, OR PROVIDING A LINK TO THIS SITE, SHALL CONSTITUTE USER'S ACCEPTANCE, ACKNOWLEDGMENT OF ACCEPTANCE, AND AGREEMENT AND CONSENT TO BE LEGALLY BOUND BY THIS AGREEMENT, AS MAY BE MODIFIED OR AMENDED FROM TIME TO TIME. ANY PERSON WHO DOES NOT AGREE TO BE LEGALLY BOUND BY ALL SUCH TERMS AND CONDITIONS IS STRICTLY PROHIBITED FROM ACCESSING OR USING THIS SITE IN ANY MANNER OR PROVIDING A LINK TO THIS SITE.