

End User License Agreement

AGREEMENT BETWEEN USER (herein referred to as "YOU," "YOUR," and "USER") AND THE WASATCH FRONT REGIONAL MULTIPLE LISTING SERVICE, INC. (herein referred to as "WFRMLS," "UtahRealEstate.com" or "COMPANY")

WFRMLS' multiple listing service software (hereinafter referred to as the "WEBSITE") is offered to YOU, conditioned on YOUR acceptance without modification of the terms, conditions, duties, requirements, and notices contained herein (this "AGREEMENT"). YOUR use of the WEBSITE constitutes YOUR irrevocable acceptance of this AGREEMENT.

I. USE

- A. YOU may use the WEBSITE to access real estate information provided to YOU by WFRMLS and its members. YOU may also use the WEBSITE to access other web sites which accept your identification through the use of authentication and/or single sign-on technology ("AUTHENTICATION TECHNOLOGY"). Any such access to other web sites through the use of AUTHENTICATION TECHNOLOGY is governed by the terms and conditions of the other websites, and WFRMLS assumes no liability or responsibility for such access. WFRMLS further represents that it has no control over another organization's or company's use of the AUTHENTICATION TECHNOLOGY, and YOU will need to contact any such company or organization if YOU experience problems using the AUTHENTICATION TECHNOLOGY or access to that other company's or organization's website.

II. LICENSE

- A. The WEBSITE contains factual and creative content relating to real estate listings ("CONTENT"). WFRMLS grants to YOU, during the term of the AGREEMENT, a revocable, limited, non-exclusive, non-transferable, non-assignable license to use, display, and access the WEBSITE content on YOUR computer or YOUR mobile device subject to the following terms:
 1. YOU may use the WEBSITE and the CONTENT on the WEBSITE solely for the purposes of listing, selling, leasing, and appraising real estate. YOUR license to use the CONTENT is immediately and automatically revoked, without notice from WFRMLS, in the event that YOU (a) use the CONTENT for any purpose other than for the selling, listing, leasing, or appraising of real estate; (b) violate any of the WFRMLS RULES as defined herein; (c) disclose any of the CONTENT available on the WEBSITE to any third party other than as expressly provided for in this AGREEMENT; (d) disclose YOUR personal information (username and/or password) to any third party; or (e) otherwise violate the terms or provisions of this AGREEMENT.
 2. YOU shall not sell the CONTENT to any third party and YOU shall not utilize the real estate professional roster information in the CONTENT for purposes of

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marketing, for any personal purposes, or for any purposes not expressly authorized by this AGREEMENT. YOU shall not sell, use, or create compilations or analysis of the CONTENT for purposes of academic studies, surveys, or reports that are not specifically authorized in advance by WFRMLS in writing under the terms of a separate licensing agreement.

3. YOU shall comply with the intellectual property requirements outlined in this AGREEMENT.
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- B. YOU warrant to WFRMLS that YOU own, have been assigned ownership of, or have the legal authority to submit to WFRMLS any and all text, photographs, listing data, and other media that you submit to the WEBSITE ("YOUR CONTRIBUTION"). If YOU are not the author, do not own or have not been assigned ownership or licensing rights to any or all of the text, photographs, and/or other media related to YOUR CONTRIBUTION, YOU must not submit said information to the WEBSITE and YOU should contact WFRMLS regarding how to comply with WFRMLS Rules with respect to YOUR real estate listing. YOU hereby grant WFRMLS authority to include YOUR CONTRIBUTION in WFRMLS' copyrighted multiple listing service compilation. YOU hereby grant WFRMLS authority to place the WFRMLS watermark on each photo YOU submit in YOUR CONTRIBUTION as well as the authority to re-size or alter each photo YOU submit in YOUR CONTRIBUTION to satisfy the technical needs of the WEBSITE, reports generated by the WEBSITE, and other websites that receive YOUR CONTRIBUTION from WFRMLS as a result of your membership in WFRMLS.
 - C. By submitting YOUR CONTRIBUTION and any other information or data related to a real estate listing to WFRMLS, YOU represent that YOU have been authorized to report information about the sale, price, and terms of a real estate listing, and that YOU have the authority to grant and also hereby do grant authority to WFRMLS to include the sold information in its copyrighted multiple listing service compilation.
 - D. YOU hereby acknowledge and agree that when YOU submit or enter YOUR CONTRIBUTION into the WEBSITE, YOU choose, classify, categorize, order, and group the material or data. In copyright-law terms, YOU are "selecting," "coordinating," and "arranging" this information and materials, and these acts are components of a "compilation copyright." Pursuant to this AGREEMENT AND THE WFRMLS RULES, as defined herein, WFRMLS owns the compilation copyright in the WFRMLS databases. Consequently, as a condition of accessing the WEBSITE, YOU agree that YOUR provision of selection, coordination, grouping, and arrangement to the WFRMLS WEBSITE is a work made for hire under the Copyright Act of 1976. YOUR agreement that selection, coordination, and arrangement is a work for hire does not change the ownership of YOUR CONTRIBUTION. As part of YOUR acceptance of this AGREEMENT, YOU agree and assert that the selection, coordination, grouping, and arrangement YOU contribute to the WEBSITE and WFRMLS' database compilation is a work made for hire on behalf of WFRMLS and that WFRMLS is the author and owner of those works for purposes of copyright. If YOU DO NOT AGREE that the selection, coordination, grouping, and

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arrangement of YOUR CONTRIBUTION is a work made for hire, YOU understand YOU will not be permitted access to the WEBSITE; YOU SHOULD NOT PROCEED ANY FURTHER; AND YOU SHOULD NOT CLICK ON THE "I AGREE" BUTTON ASSOCIATED WITH THIS AGREEMENT.

- E. YOU acknowledge and agree that YOU expressly consent to WFRMLS displaying your CONTRIBUTION on www.utahrealestate.com (or any other WFRMLS-owned website). WFRMLS will not display a listing on www.utahrealestate.com if: (1) YOUR Broker has notified WFRMLS in writing that the Broker's seller has requested that the Broker not display a certain listing or address of a listing on a public facing website; or (2) YOUR Broker has notified WFRMLS in writing that all of Broker's listings shall not be displayed on a public facing website.
- F. YOU acknowledge and agree that YOU have no claims to copyrights in the factual CONTENT that YOU submit to the WEBSITE and to WFRMLS.
- G. YOU warrant that YOU have the authority to make any assignment outlined herein and that YOUR CONTRIBUTION does not infringe the copyrights or other intellectual property rights of any third parties.
- H. YOU agree and warrant that YOU will provide to WFRMLS YOUR current contact information, which shall include but not be limited to an email address, office phone number, mobile/cellular phone number, and office address. This contact information will be published on the WEBSITE. WFRMLS reserves the right to require additional contact information at WFRMLS' request at any time and YOU may be prompted to enter such information into the system. YOU shall update YOUR contact information immediately any time YOUR information changes. As part of this AGREEMENT, YOU hereby consent to receive notices regarding listings, billing and membership, listing violations and MLS fines to YOUR email and/or the mobile/cellular phone number YOU provided to WFRMLS. As part of this AGREEMENT, YOU hereby consent to receiving text messages regarding YOUR account and property listings from WFRMLS to the mobile/cellular phone number you have on file with WFRMLS. YOU understand that the agent roster section of the WEBSITE, including YOUR aforementioned contact information, will be visible and accessible to all members of WFRMLS and available on the WEBSITE.

III. COPYRIGHT AND TRADEMARK NOTICES

- A. The WEBSITE, multiple listing service, and its related database (including the database compilation) are Copyright © Wasatch Front Regional Multiple Listing Service, Inc. and/or its vendors. All rights reserved.
- B. YOU understand and agree that WFRMLS is fully authorized to license the CONTENT to third parties without any additional action or consent from YOU.

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IV. DISCLAIMER

- A. The CONTENT, information, software, products, and services published on the WEBSITE may include inaccuracies or typographical errors. WFRMLS may make improvements and/or changes to the WEBSITE, and to the information contained therein, at any time and without notice. WFRMLS makes no representations about the suitability of the CONTENT, information, reports, software, products, calculations, statistics, and/or services contained on the WEBSITE for any purpose. All such information and services are provided "AS IS" and "AS AVAILABLE" without warranty of any kind. WFRMLS hereby disclaims all warranties and conditions with regard to this information, the CONTENT, the WEBSITE, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and availability. WFRMLS makes no warranty that the CONTENT or the WEBSITE will meet YOUR requirements or that YOUR access will be uninterrupted, timely, secure, or error free. WFRMLS does not make any warranty that the WEBSITE and CONTENT will not be free from viruses, worms, or other dangerous computer codes. WFRMLS makes no warranty regarding any transactions entered into, through, or, as a result of, this WEBSITE or the CONTENT.

V. WFRMLS Rules

- A. In order to access and use the WEBSITE, YOU agree to the WFRMLS' Rules and Regulations ("WFRMLS RULES"), which may be updated or amended from time to time. The WFRMLS RULES are located within the WFRMLS website at www.utahrealestate.com.

VI. OWNERSHIP

- A. The WEBSITE, CONTENT, and all software, data, and materials used on or in connection with, or accessed through, the WEBSITE, including without limitation, text, graphics, digital downloads, data compilations, streamed content, photographs, video, the overall design and the 'look and feel' of the WEBSITE, WFRMLS' trademarks and logos used on the WEBSITE (but excluding links from third party websites and their content), are the property of WFRMLS, WFRMLS' vendors, and/or WFRMLS' member associations and/or boards of REALTORS® ("MEMBERS"). You acknowledge that all title, ownership rights and intellectual property rights in and to such WEBSITE and CONTENT are the property of WFRMLS, WFRMLS' vendors, and/or MEMBERS and is protected by applicable copyright and other laws. Other than as expressly provided herein, this AGREEMENT does not provide YOU with any express or implied license to the CONTENT, including without limitation, any right to use, sell, rent, copy, distribute, modify, publish, or publicly display any CONTENT. By this AGREEMENT, YOU acquire no rights of any kind in or to any WFRMLS or its vendors' trademarks, service marks, trade names, logos, and/or product designations, and YOU shall not make any use of the same for any reason.

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VII. MEMBER ACCOUNT

- A. During YOUR registration process, YOU will be assigned a password to access the WEBSITE. YOU are responsible for maintaining the confidentiality of all activities that occur within YOUR account for the WEBSITE. YOU agree to immediately notify WFRMLS of any unauthorized use of YOUR password or YOUR account or any other breach of security that YOU are aware of. YOU agree to log off of YOUR WEBSITE session when you are finished working within the WEBSITE. WFRMLS and its vendors cannot and will not be liable for any loss or damage YOU sustain arising from YOUR failure to comply with this section.
- B. YOUR subscription is personal to YOU, and YOU may not transfer or make available to any other person, business, or institution YOUR account identification, username, and/or password. Any distribution by YOU of YOUR account identification, username, and/or password may result in cancellation of YOUR subscription and membership without refund and YOU will be subject to additional charges based on unauthorized use. YOU further agree that YOU will not allow anyone to access any of YOUR accounts. YOU agree that YOU will not use computer programs to decode passwords, and YOU will not reverse engineer, translate, modify, change, decompile, disassemble, or prepare derivative works of the WEBSITE. YOU agree that YOU will not attempt to circumvent or subvert, or attempt to circumvent or subvert, any network security measures by downloading, installing, or running security programs or utilities to reveal or exploit weaknesses in the security of the WEBSITE and software. Further, YOU agree to not distribute or use the WEBSITE or CONTENT in any manner that violates any local, state or federal law or regulation. YOU further agree not to distribute any personal or private information that YOU may access through the WEBSITE. YOU agree and understand that YOU will be responsible and will be liable for all civil penalties, damages, or criminal penalties that result from YOUR misuse or distribution of personal and private information obtained from the WEBSITE and/or CONTENT.
- C. YOU MAY NOT: (i) permit or facilitate other individuals to access or use the CONTENT or WEBSITE; (ii) sell, rent, lease, transfer, distribute, display or otherwise assign any rights to the WEBSITE or CONTENT to any third party; (iii) provide printed, electronic, online or by any other means any data, database, CONTENT, or information provided on the WEBSITE to any third party except as provided in the WFRMLS RULES; or (iv) impersonate or misrepresent YOUR affiliation with any person or entity. WFRMLS may immediately terminate your access to the CONTENT or WEBSITE if it believes you have violated any provision herein.
- D. YOU MAY NOT: (i) "Scrape" the CONTENT or WEBSITE using any applications, searches, or processes to extract data for manipulation, any use, or distribution to a third party; (ii) use data mining techniques to extract data from the CONTENT or WEBSITE for any use or distribution to a third party; (iii) use "Scripting" techniques to manipulate or extract data from the CONTENT or WEBSITE using a website or other programmatic

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process. WFRMLS may immediately terminate your access to the CONTENT or WEBSITE if it believes you have violated any provision herein.

VIII. SUBSCRIPTION BASED CONTENT

- A. The services, CONTENT, and information on the WEBSITE are offered to YOU conditioned on YOUR payment of subscription fees. Like all web publications, the WEBSITE may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, or other disruptions. Although WFRMLS makes every reasonable effort to minimize such downtime, WFRMLS does not guarantee 100% availability of the WEBSITE, and WFRMLS is not liable for any claims, losses, or damages of any kind resulting from such downtime. If YOU wish to cancel YOUR subscription for any reason, YOU must notify WFRMLS of YOUR intent to cancel. WFRMLS does not refund any subscription fees paid by YOU prior to the cancelation of YOUR membership. YOU acknowledge and understand that if YOUR state real estate license becomes inactive, revoked, or suspended, or if YOU are suspended by a state division of real estate from practicing real estate, YOUR access to the WEBSITE will be suspended or revoked. In the event that you are suspended from the WEBSITE or your access to the WEBSITE is revoked, no refunds will be provided to YOU for subscription fees paid by YOU to WFRMLS prior to the suspension or revocation. YOU also agree that YOU are responsible for any charge back fees associated with disputed charges, fees associated with returned checks, and any other payment-related fees WFRMLS may incur as a result of YOUR use of WFRMLS' services. Any subscriptions that may be required by an organization or company using AUTHENTICATION TECHNOLOGY to link to the WEBSITE are YOUR responsibility and WFRMLS is not liable for any charges or damages YOU may incur by accessing these other web sites.

IX. TAX AND PUBLIC RECORDS

- A. When using the WEBSITES, YOU may have access to certain public records and tax records provided by WFRMLS, its MEMBERS, and/or its vendors. For purposes of this AGREEMENT, "TAX RECORDS" shall mean and refer to certain data that is generally related to a specified parcel of property. YOU acknowledge and agree that the availability of TAX RECORDS depends upon the availability of such data from county assessors, recorders, tax offices, WFRMLS' vendors' and licensors' databases of public records, and disclosure limitations imposed by law. YOU further acknowledge and agree that the TAX RECORDS may vary by county or by parcel, and that the availability of data in the TAX RECORDS is subject to change at any time. WFRMLS is not liable or responsible for any inaccuracies in the data of public records or tax records.
- B. YOU hereby acknowledge and agree that YOU are not permitted to use the TAX RECORDS as follows: (1) disclosure or distribution of the TAX RECORDS in bulk format; (2) comparison or analysis of the TAX RECORDS with respect to another provider of tax records for release, publication, or disclosure; (3) incorporation of the TAX RECORDS

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into any external products or services; (4) using the TAX RECORDS for valuation modeling for sale to consumers; (5) selling the TAX RECORDS; and (6) reverse engineering, reproducing, selling, publishing, or any other use of the TAX RECORDS in relation to any external product or service to be provided to any third party or commercial exploitation.

- C. YOU acknowledge and agree that the TAX RECORDS are the proprietary information of WFRMLS and/or its vendors or licensors, under copyright, and that the TAX RECORDS have been furnished to YOU in trust. YOU acknowledge that the TAX RECORDS are a valuable commercial product, the development of which has involved the expenditure of substantial time and money by WFRMLS and/or its vendors or licensors. YOU agree and understand that WFRMLS and/or its vendors are and shall remain the exclusive owners of all rights, title, and interest in the TAX RECORDS and all copyrights and renewals thereof, heretofore or hereafter secured therein. All publication, dissemination, and other rights in and to the TAX RECORDS are reserved for WFRMLS and/or its vendors or licensors in all languages, formats, and media throughout the world for the sole and exclusive use or any other disposition by WFRMLS and/or its vendors or licensors, and their respective assignees or grantees.
- D. YOU acknowledge and agree that the TAX RECORDS are sourced from public documents or statistical calculations, and are provided on an “AS IS, AS AVAILABLE” basis with all faults and defects, and WFRMLS and/or its vendors and licensors do not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, nor is WFRMLS and/or its vendors and licensors responsible for the errors, omissions, miscalculations, or misrepresentations of value in the TAX RECORDS. WFRMLS does not attempt to independently verify the completeness, accuracy, or authenticity of the TAX RECORDS. The TAX RECORDS may be subject to transcription and transmission errors or otherwise may contain inaccuracies.

X. CONDUCT

- A. As a condition of YOUR use of the WEBSITE, YOU warrant to WFRMLS that YOU will not use the WEBSITE for any purpose that is unlawful or prohibited by these terms, conditions, or provisions of this AGREEMENT. All information, data, text, sound, photographs, graphics, video, messages or other materials transmitted over the Site by YOU are YOUR responsibility. WFRMLS does not control the CONTENT made available via the WEBSITE and, as such, does not guarantee the accuracy, integrity, quality or appropriateness of the CONTENT for any particular viewer. Under no circumstances will WFRMLS or its vendors be liable in any way for any viruses, for any errors or omissions in the CONTENT, or for any loss or damage of any kind incurred as a result of the use or viewing of any CONTENT uploaded, emailed, transmitted or otherwise made available via the WEBSITE.

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- B. WFRMLS has the right, but not the obligation, to reject, pull down, restrict publication of, access to or availability of CONTENT that URE considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, unlawful or otherwise objectionable, or inaccurate. YOU remain solely responsible and liable for YOUR CONTENT. In no case will any monitoring or removal of YOUR CONTENT by WFRMLS make WFRMLS responsible or liable for such CONTENT. In addition to the other remedies listed herein, URE may remove CONTENT if directed by court order or if directed in writing by the Utah Division of Real Estate.

XI. LIMITATION OF LIABILITY

- A. UNDER NO CIRCUMSTANCES SHALL WFRMLS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY OR ECONOMIC LOSSES) ARISING OUT OF OR IN ANY WAY CONNECTED (WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WFRMLS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES) WITH THE FOLLOWING: (1) YOUR USE OF THE WEBSITE; (2) THIS AGREEMENT; (3) YOUR LOSS OF DATA; (4) YOUR LOST PROFITS; (5) YOUR COST TO PROCURE SUBSTITUTE GOODS OR SERVICES; (6) YOUR RELIANCE ON ANY INCORRECT INFORMATION, STATISTICS, CALCULATIONS, VALUES, ESTIMATES, OR REPORTS IN THE WEBSITE, PUBLIC RECORDS, OR TAX RECORDS; OR (7) THE DELAY OR INABILITY TO USE THE WEBSITE. IN THE EVENT YOU HAVE A VALID LEGAL CLAIM AGAINST WFRMLS THAT IS NOT WAIVED, RELEASED, BARRED OR LIMITED BY THIS AGREEMENT, WFRMLS' TOTAL LIABILITY FOR SUCH CLAIM(S) SHALL NOT EXCEED THE GREATER OF \$100.00 OR THE AMOUNT ACTUALLY PAID BY YOU AS A MEMBER FOR MLS SERVICES IN THE THREE (3) MONTH PERIOD PRIOR TO THE EVENT OR OCCURRENCE GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS A MATERIAL PROVISION OF THIS AGREEMENT, AND WFRMLS WOULD NOT BE WILLING TO ALLOW YOU TO USE OR ACCESS THE WEBSITE WITHOUT THE LIABILITY PROTECTIONS AND LIMITATIONS SET FORTH IN THIS PROVISION.

XII. INDEMNITY

- A. YOU agree to, and do hereby, indemnify and hold harmless WFRMLS and its officers, directors, employees, attorneys, and agents, as well as its suppliers, licensors, vendors, content providers, syndicators, distributors, officers, directors, attorneys, agents, and contractors (the "INDEMNIFIED PARTIES") from any and all claims, damages, demands, costs, and liabilities (including all reasonable attorneys' fees and costs) of any kind whatsoever arising from any breach of this AGREEMENT by YOU or from YOUR use of the WEBSITE other than as expressly authorized in this AGREEMENT. YOU further agree to indemnify and hold harmless the INDEMNIFIED PARTIES from and against any and all claims, damages, demands, costs, and liabilities (including all reasonable attorneys' fees and costs) of any kind whatsoever, arising from: (1) YOUR use of a third party's website accessed through the AUTHENTICATION

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TECHNOLOGY; (2) YOUR log in and authentication to a third party's website accessed through the AUTHENTICATION TECHNOLOGY; (3) any claim YOU may have for identity theft, invasion of privacy, or any other federal, state, or local laws related to YOUR use of a third party website accessed through the AUTHENTICATION TECHNOLOGY; (4) YOUR use of the AUTHENTICATION TECHNOLOGY; (5) YOUR violation of any law, regulation, or third party right; (6) YOUR use of the WEBSITE; (7) all claims made by a third party attributable to, in whole or in part, any act or failure to act by YOU and/or YOUR negligent use of the WEBSITE and/or the AUTHENTICATION TECHNOLOGY; (8) all claims made that YOUR CONTENT is inaccurate or unlawful; and (9) all claims made by a third party that YOU do not own or have the rights to YOUR CONTRIBUTION to the WEBSITE. WFRMLS makes no representation that the AUTHENTICATION TECHNOLOGY and/or WEBSITE cannot be accessed by unauthorized individuals.

XIII. LINKS TO THIRD PARTY WEBSITES

- A. The WEBSITE may contain hyperlinks to websites operated by parties other than WFRMLS. Such hyperlinks are provided for YOUR reference only. WFRMLS does not control such websites and is not responsible for their content. WFRMLS' inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. The hyperlinks are offered for convenience purposes only. YOU agree to be bound by the terms of use for those third party websites when accessing said websites.
- B. YOU acknowledge that WFRMLS contracts with a company named ListTrac (or a similar service provider) that collects information about YOUR real estate viewing activities and preferences that allows ListTrac and approved 3rd party companies to engage with YOU through personalized, relevant adverts when YOU are browsing other websites and social media platforms, and through ListTrac's analytics services. YOU can learn more about ListTrac and opt out at <http://listtrac.com/privacypolicy.html>.

XIV. TERMINATION

- A. Any license granted to YOU hereunder shall terminate automatically and immediately if: (1) YOU fail to pay your subscriber fees to WFRMLS; (2) YOUR license to practice real estate is inactive, suspended, revoked, or otherwise terminated by your state's licensing authority; or (3) YOU fail to comply with any of the provisions in this AGREEMENT. No notice shall be required from WFRMLS to effectuate such termination. In addition, WFRMLS reserves the right to suspend, terminate or discontinue YOUR access to or use of the WEBSITE or the CONTENT at any time for any reason, and with or without notice, and may (or may instruct its vendors to), suspend or terminate YOUR account (or any part thereof) or use of the WEBSITE, remove and discard any CONTENT or CONTRIBUTION within the WEBSITE, deactivate or delete YOUR account and all related information and files in YOUR account and/or bar any further access to such files or the WEBSITE, discontinue providing the WEBSITE, or any

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part thereof, with or without notice if WFRMLS believes that YOU have violated or acted inconsistently with the letter or spirit of this AGREEMENT. WFRMLS shall have no liability to YOU or any third party for termination of YOUR access to or use of the WEBSITE or CONTENT.

XV. MODIFICATIONS

- A. WFRMLS may modify and amend this AGREEMENT at any time in its sole discretion, effective upon posting the same to the WEBSITE. If any modification is unacceptable to YOU, YOU agree that YOUR only recourse is to immediately terminate YOUR access and use of the WEBSITE and the CONTENT and comply with the other termination requirements of this AGREEMENT. YOUR continued use of the WEBSITE and the CONTENT following WFRMLS' posting of a change to this AGREEMENT will constitute YOUR binding acceptance of the change. YOU agree that WFRMLS or its vendors: (1) may establish general practices and limits concerning use of the WEBSITE or their services; (2) have no responsibility or liability for the deletion or failure to display any CONTENT, messages or other communications maintained or transmitted by the WEBSITE; (3) reserve the right to log off accounts that are inactive; (4) reserve the right to change these general practices and limits at any time, with or without notice; (5) reserve the right at any time and from time to time to modify, temporarily or permanently, the WEBSITE (or any part thereof) with or without notice; and (6) shall not be liable to YOU or to any third party for any modification, suspension or discontinuance of the WEBSITE which may occur for routine maintenance, routine or extraordinary repairs, or the need to respond to a virus, or other attack, on the WEBSITE or using the WEBSITE.

XVI. ARBITRATION

- A. The WEBSITE is controlled and operated by WFRMLS and its vendors. YOU and WFRMLS agree that the exclusive remedy and method of resolution for all disputes and claims relating in any way to, or arising out of, this AGREEMENT, the WEBSITE, the AUTHENTICATION TECHNOLOGY, the CONTENT, the ability to arbitrate any claim or dispute arising out of this AGREEMENT, the enforceability of this arbitration section, or any other alleged act or omission by YOU or WFRMLS shall be determined exclusively by final and binding arbitration. The arbitration proceedings shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before a single arbitrator acceptable to both parties and conducted in the State of Utah, County of Salt Lake. YOU and WFRMLS may litigate in court only to compel arbitration under this AGREEMENT. To the extent that YOU have breached or have indicated YOUR intention to breach this AGREEMENT in any manner which violates or may violate WFRMLS' or its vendors' intellectual property rights, or may cause continuing or irreparable harm to them, WFRMLS may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction, notwithstanding any other remedy available at law or as provided to WFRMLS herein. YOU and WFRMLS must commence an arbitration by filing a demand for arbitration with AAA within one

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(1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim, and there shall be no right to any remedy for any claim not asserted and filed with AAA within that time period.

XVII. General

- A. This AGREEMENT is governed by the laws of the state of Utah. YOU hereby consent to the exclusive jurisdiction and venue in Salt Lake County, Utah for all disputes arising out of or relating to YOUR use of the WEBSITE and this AGREEMENT. YOU agree that no joint venture, partnership, employment, or agency relationship exists between YOU and WFRMLS as a result of this AGREEMENT or YOUR use of the WEBSITE.
- B. WFRMLS' performance of this AGREEMENT is subject to existing laws and legal processes, and nothing contained in this AGREEMENT is in derogation of WFRMLS' right to comply with law enforcement requests or requirements relating to YOUR use of the WEBSITE or information provided to or gathered by WFRMLS with respect to such use. YOU may not assign this AGREEMENT, or any of its rights or obligations hereunder, without WFRMLS' written consent.
- C. If any part of this AGREEMENT is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the AGREEMENT shall continue in effect.
- D. This AGREEMENT constitutes the entire agreement between YOU and WFRMLS with respect to the WEBSITE, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between YOU and WFRMLS with respect to the WEBSITE. A printed version of this AGREEMENT and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this AGREEMENT, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- E. Any rights not expressly granted herein are reserved by WFRMLS.
- F. For questions or problems with the WEBSITE, please contact WFRMLS at legal@utahrealestate.com.

THIS AGREEMENT AND THE TERMS AND CONDITIONS SET FORTH HEREIN GOVERN YOUR USE OF THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE WEBSITE.