

Agreement Between SWMRIC and User

The SWMRIC, LLC (“SWMRIC”) provides to you (“You”) access to certain data contained within the database operated by SWMRIC, including, but not limited to, real property information, property listings of all statuses, tax and public records, as a benefit of Your status as a MLS Participant and/or Subscriber in one or more of SWMRIC’s member Association’s Multiple Listing Services. Your right to access SWMRIC database and use the data contained therein is conditioned on Your acceptance of and strict compliance with the terms and conditions of this Agreement. Your use of the SWMRIC database constitutes Your acceptance of this Agreement. Initially capitalized terms used, but not otherwise defined, herein shall have the meaning given them in the Bylaws and Multiple Listing Service Rules and Regulations of the REALTOR Association of which You are a Member.

You hereby covenant, represent, warrant, and agree that Your use of the SWMRIC database and/or any part thereof is for “authorized business purposes” only (as that phrase is defined in Your local REALTOR Association’s Bylaws and Multiple Listing Service Rules and Regulations), and You shall not export, disseminate, distribute, or otherwise share any information obtained from the SWMRIC database except for such authorized business purposes.

The information and data contained within the database operated by SWMRIC may include inaccuracies or typographical errors. SWMRIC may make improvements and/or changes to the SWMRIC database and to the information contained therein, at any time and without notice. SWMRIC makes no representations about the suitability of the information, reports, products, calculations, statistics, services, and or other data contained within the SWMRIC database for any purpose. All such information and services are provided "As Is" without warranty of any kind. SWMRIC hereby disclaims all warranties and conditions with regard to this information, the data, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and availability. UNDER NO CIRCUMSTANCES SHALL SWMRIC BE LIABLE FOR ANY DIRECT, INDIRECT PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED (WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SWMRIC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES) WITH THE FOLLOWING: (1) THE INACCURACY OF INFORMATION OR DATA CONTAINED WITHIN THE SWMRIC DATABASE; (2) YOUR USE OF THE SWMRIC DATABASE; (3) THIS AGREEMENT; (4) YOUR LOSS OF DATA; (5) YOUR LOST PROFITS; (6) YOUR COST TO PROCURE SUBSTITUTE GOODS OR SERVICES; (7) YOUR RELIANCE ON ANY INCORRECT INFORMATION OR REPORTS IN THE SWMRIC DATABASE; OR (8) THE DELAY OR INABILITY TO USE OR ACCESS THE SWMRIC DATABASE.

You agree to indemnify and hold harmless SWMRIC and its officers, directors, employees, attorneys, and agents, as well as its suppliers, their licensors, vendors, content providers, officers, directors, attorneys, agents, and contractors (the “Indemnified Parties”) from any and all claims, damages, demands, costs, and liabilities (including all attorneys’ fees and costs) of any kind whatsoever arising from any breach of this Agreement by You and/or Your use of the SWMRIC database 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 Your use of the SWMRIC data for any purpose other than an “authorized business purpose” (as defined herein) or in any other manner which violates Your local REALTOR Association’s Bylaws and Multiple Listing Service Rules and Regulations

Any breach or default by You of any of the terms and conditions of this Agreement shall entitle SWMRIC to any one or more of the following cumulative remedies: (i) immediately terminate your access to the SWMRIC database without notice or opportunity to cure, (ii) pursue any and all remedies

available to Your local REALTOR Association under the terms and conditions of such Association's Bylaws and Multiple Listing Service Rules and Regulations, and (iii) pursue any and all other rights and remedies which may be available to SWMRIC at law or in equity.

SWMRIC reserves the right to change this Agreement without notice, and Your acceptance hereof shall be deemed consent to any and all such changes or modifications. The latest Agreement can be found at www.mlshelp.com.

THIS AGREEMENT GOVERNS YOUR USE OF THE SWMRIC DATA AND BY CLICKING ON THE "I AGREE" BUTTON AT THE END OF THIS DOCUMENT, YOU EXPRESSLY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT PROCEED ANY FURTHER AND YOU SHOULD NOT CLICK ON THE "I AGREE" BUTTON AT THE END OF THIS DOCUMENT.

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