

This is a legally binding contract. The following terms and conditions govern all access to and use of this Site. To use this Site, you must accept, without limitation or alteration, all of the terms and conditions contained in this agreement. **THIS AGREEMENT LIMITS YOUR REMEDIES AND OUR LIABILITIES TO YOU. READ IT CAREFULLY BEFORE SIGNING, AND CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND THE TERMS.**

End-User License Agreement

This End-User License Agreement (“EULA”) is a legally binding contract between you (“You”); the brokerage firm that is owner of this site (“Broker”); Realcomp II Ltd (“MLS”); and the developer of this site, CoreLogic (“Developer”). (Collectively, Broker, MLS, and Developer are the “Licensors.”)

You seek access to factual information and creative content relating to real estate listings (“Licensed Content”) on this web site (“Licensed Site”). Licensors wish to grant You access to the Licensed Site and a limited license (as hereinafter more specifically provided) to use portions of the Licensed Content, subject at all times to the terms of this EULA.

In consideration of the mutual covenants contained herein, You and Licensors hereby agree as follows:

1. Access permitted. Licensors agree to provide You online access via the World-Wide-Web to the Licensed Content and the Licensed Site for the duration of the current viewing session. You acknowledge that you may be required to execute a new EULA upon your next visit to the Licensed Site. You agree not to attempt to access the Licensed Site after the termination of this EULA.
2. Bona fide potential purchaser, seller, lessor or lessee. You agree that You are a bona fide potential purchaser, seller, lessor or lessee of property in the market area served by the Licensors. You agree that any search You perform of properties available for sale or lease utilizing this website is solely for the purpose of identifying properties in which You have a legitimate and bona fide interest in buying or leasing, or for seeking comparative information with respect to a property You have a bona fide interest in selling or leasing.
3. Acknowledgement of Title. You acknowledge that all right, title, and interest in the copyright, patent, trade secret, trademark and other intellectual property rights in the Licensed Site (the “Intellectual Property Rights”) and the Licensed Content reside at all times in Licensors and their licensors, if any. You will not contest the Intellectual Property Right claims, nor assist others in doing so. You agree that in the event you infringe upon the Intellectual Property Rights in the Licensed Content, the Licensors’ remedies at law are inadequate and the Licensors are entitled to temporary and permanent injunctive relief to prohibit such an infringement.

The trademarks, logos and service marks (collectively the “Marks” or “Mark”) appearing on the Licensed Site are registered and unregistered Marks of the Licensors and others. The Licensed Site and the information contained therein in no way grant You any license or right to use any Mark displayed on it.

4. License. Licensors hereby grant You a revocable, limited, nonexclusive license during the term of this agreement to view the Licensed Content and the Licensed Site, solely for your personal, non-commercial use, and subject to the limitations set forth in this agreement. Licensors grant nonexclusive licenses and not exclusive licenses or assignments. All rights not expressly granted in this agreement are reserved.

5. Limited Use. You will not:

(a) Use the Licensed Site, Licensed Content, or both for any purpose other than a personal, non-commercial one;

(b) Disclose any of the Licensed Content, including factual content, to any third party except in furtherance of your personal real estate transaction, and then only to the extent necessary;

(c) Gather, or attempt to gather, by any automated means, including but not limited to “screen scraping” or “database scraping,” factual content or any other portion of the Licensed Content from the Licensed Site; or

(d) Employ the Licensed Content, the Licensed Site, or both for any unlawful purpose.

(e) Copy, duplicate, distribute, or forward the Licensed Content to any third parties except in furtherance of your personal real estate transaction.

6. License revoked. Your license to use the Licensed Content and the Licensed Site is immediately revoked, without notice from Licensors, in the event that You breach any provision of this agreement.

7. General terms.

(a) Term and termination. Any party may terminate this agreement upon notice to the others. Further, this agreement is terminated when You exit the World-Wide-Web browser you are using to access the Licensed Content. In the event of termination, all licenses hereunder immediately terminate, and You agree to discontinue accessing and attempting to access the Licensed Site. The terms of sections 3, 4, and 6 of this agreement shall survive its termination.

(b) Disclaimer of warranties. Licensors provide the Licensed site and Licensed Content on an “as is,” “as available” basis. Licensors make no warranty as to the accuracy, completeness, currency, or reliability of the Licensed Content. You are advised that factual material in the Licensed content, though deemed reliable, may contain errors and is subject to revision at all times. You are advised to confirm all factual material upon which you intend to rely in any transaction. The Licensors expressly disclaim all warranties with respect to the Licensed Site and the Licensed Content, including the implied warranties of merchantability and fitness for a particular purpose.

(c) Limitations and exclusions of liability. Under no circumstances shall the Licensors be liable to you or anyone else for any indirect, incidental, special, consequential, exemplary, or punitive

damages that result from the use of, or inability to use, the Licensed Site, the Licensed Content, or both. In no event shall THE MAXIMUM AGGREGATE LIABILITY OF LICENSORS FOR DAMAGES AND COSTS ARISING OUT OF THIS AGREEMENT EXCEED \$100.

(d) Indemnification. You will defend, indemnify and hold the Licensors harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the Licensors arising from any of your acts, including without limitation violating this or any other agreement or any law.

(e) Assignment. You may not assign or delegate this agreement or any obligations, rights, or duties hereunder. Any purported assignment or delegation in contravention of this section is null and void.

(f) Integration and severability. This agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject matter hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

(g) Governing law. This agreement shall be governed by the laws of the state of Michigan. You agree that any suit brought to enforce this Agreement shall be brought in the state or federal courts having jurisdiction over Oakland County, Michigan. You waive any objection to the personal jurisdiction of such courts.