Terms of Use

Please carefully review the following terms and conditions of use (the "Terms"), which govern your access to this website and other websites, mobile applications, and other online products and service (the "Sites") operated by Bright MLS, Inc. ("Bright," "we," "us," and "our"). Bright provides access to a variety of real estate-related informational content, products, services and resources provided by Bright and other content providers. Your use of the Sites constitutes your agreement to follow and be bound by the Terms. The Sites may be updated, modified or amended from time to time, along with any additional terms. The Terms do not alter in any way the terms or conditions of any other agreement you may have with Bright for products, services or otherwise.

Please read the Terms carefully before accessing or using the Sites. By accessing or using the Sites you agree to be legally bound by the Terms. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE SITES. If you have questions about the Sites or the Terms, you may contact Bright by sending an email to support@brightmls.com.

Please note the arbitration provision set forth below, requiring you to arbitrate any claims you may have against Bright on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, IF ANY, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY.

Updates to the Terms and Additional Terms

Certain areas or aspects of the Sites may be subject to additional rules, policies procedures, and/or terms (collectively, the "Additional Terms"). You agree to comply with the Additional Terms, and you understand that your use of those areas or aspects of the Sites is conditioned on your compliance with these Terms of Use and any Additional Terms. Bright reserves the right to modify the Terms and any Additional Terms at any time. Any modifications will become effective immediately upon posting to the Sites. You agree that it is your responsibility to review the Agreement periodically to be aware of such modifications, as your continued access or use of the Sites shall be deemed your conclusive acceptance of the modified Agreement. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications. When we make changes, we will post them here. For these reasons, we encourage you to review the Terms whenever you use the Sites. If you do not agree to these Terms, please do not use the Sites.

Ownership

The Sites, including its informational content (e.g., listing information, HTML or other code, pages, graphics, software and all other materials associated or within the Sites) (collectively, the "Content"), and the compilation of the Content and the "look and feel" of the Sites, and all products, services, databases, and any other intellectual property of Bright or its licensors or service providers, and all parts and derivatives thereof, are and shall remain the sole property of Bright and its licensors and service providers, including all associated copyrights and other intellectual property rights. Your rights are under license only, nothing shall be deemed to grant or transfer to

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No portion of the Content or any other such materials may be used or otherwise exploited for any purpose and in any form without the express written permission of Bright and, as applicable, its licensors and service providers. Unless otherwise specified, the Sites is provided for your own personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Sites.

You agree to abide by and not to remove, modify or obscure any copyright or other proprietary rights notices and usage restrictions on the Sites, or any Content or other materials, or on any copies or versions thereof. All rights not expressly granted are reserved.

Your Use of the Sites

Your authorization to access and make use of the Sites (and the materials and Content available via the Sites) is a privilege, not a right, and is subject to the terms and conditions of the Terms as modified, and any Additional Terms. You agree that you are fully responsible for all of your activities, transmissions and transactions while using the Sites and for any accounts that may be established by or for you (including for any payments accrued, and for any informational content and other materials you may access, submit, receive or transmit while using the Sites).

No Unauthorized Use Permitted

You agree not to use the Sites or any Content or other materials you may access to engage in any unauthorized or inappropriate conduct or for any unlawful purpose. Broadly stated, this includes any conduct that is unlawful, untruthful, tortious or that is harmful to (or puts at risk) Bright or any other party or property; that violates another party's privacy or other rights; or that otherwise interferes with the operation, use or enjoyment of any service, system or other property. Bright specifically prohibits any misuse of the Sites and requires all users to agree not to use the Sites for any of the following:

- Posting any information which is incomplete, false, inaccurate or not your own;
- Changing or deleting any ownership notices from materials downloaded or printed from the Sites;
- Engaging in conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation that would fail to comply with accepted Internet protocol;
- Impersonating a third party or otherwise misrepresenting your affiliation with a third party or age;
- Soliciting personal information from anyone under 18 or soliciting passwords or personally identifying information for commercial or unlawful purposes;
- Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Communicating, transmitting, or transferring (by any means) information or software derived from the Sites to foreign countries or certain foreign nations in violation of US export control laws;

- Using the Sites in any unlawful manner or in any manner that could damage, disable, overburden or impair the Site;
- Attempting to interfere in any way with the Sites or Bright's networks or network security, or attempting to use the Sites' service to gain unauthorized access to any other computer system;
- Attempting to circumvent any content filtering techniques we may employ; Attempting to access any service or area of the Sites that you are not authorized to access;
- Harvesting or collecting email addresses or other contact information of other users from the Sites by electronic or other means for the purpose of sending unsolicited emails or other unsolicited communications;
- Using any robot, spider, crawler, scraper, interface, scripts, or other automated means to collect information or otherwise interact with the Site;
- Engaging in any harassing, intimidating, predatory or stalking conduct; and
- Using any metatags or any other "hidden text" utilizing "Bright MLS" or any other name, trademark or product or service name of Bright or its subsidiaries without Bright's prior written permission.

You agree to follow any acceptable use policies and other similar policies applicable to your use of the Sites (collectively, the "AUPs").

Bright reserves the right to investigate, involve and cooperate with appropriate authorities regarding any fraudulent or other illegal or unauthorized activities involving the Sites, and to disclose any information necessary for such purpose. All rights not granted expressly are reserved. Unauthorized attempts to violate the integrity of the Sites or any of Bright's services, or to use Content, are strictly prohibited and may be punishable by law, including under the United States Copyright Act and the Computer Fraud and Abuse Act of 1986.

Email and Similar Communications

Bright prohibits the use of Bright Products in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial email ("SPAM").

You may not use any Bright services to send SPAM, or send SPAM to any Bright subscribers or customers using any Bright service or information obtained from any Bright service. You also may not authorize others to do so. Prohibited activities include, by way of illustration, sending unsolicited bulk commercial email, sending large volumes of unsolicited email (whether or not commercial), and facilitating such activities. The term "SPAM" means any unsolicited bulk email communications.

As with all Bright tools and services, Bright-provided communication tools and services may be used only for lawful purposes. You are fully responsible and liable for complying with all laws applicable to any communications that you send or authorize, including complying with the CAN-SPAM Act of 2003. Bright does not authorize the use of any Bright service to harvest or collect information about Bright subscribers, including screen names, email addresses or similar contact information, for purposes of sending or enabling the dissemination of SPAM or any unlawful or other prohibited communications.

You also may not send or authorize to be sent via any Bright service any communication that: (1) misrepresents the sender or the source of the communication (e.g., by forging any TCP-IP packet header or any information contained in the header of any email communication); (2) seeks to impersonate any person, or uses or contains invalid or non-existent domain names; (3) employs

any technique to otherwise misrepresent, hide or obscure any source information; (4) constitutes deceptive addressing; uses or relays through a third party's internet domain name without consent; (5) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (6) that is harmful, threatening, harassing, or that would reasonably be expected to be harmful to Bright or any of its customers or subscribers.

Bright reserves the right to take any appropriate legal action and to implement technical remedies to enforce this policy or to respond to violations. Violation of this Section, may result in civil, criminal, or administrative penalties against the sender and those assisting the sender. Bright may immediately investigate and terminate any account which it determines, in its sole reasonable opinion, is violating this policy. Failure to act in every instance does not amount to a waiver of any of Bright's rights, all of which are reserved.

Right to Monitor and Terminate Use

Although Bright has no obligation to monitor any user conduct on the Sites, Bright reserves the right, and has absolute discretion, to monitor any user conduct on the Sites at any time and for any reason without notice.

Bright reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent your future access to and use of the Sites. Any use of the Sites in violation of the Terms may result in, among other things, termination or suspension of your rights to use the Sites. The Terms remain in effect even if your account is terminated.

Right to Change Sites

We reserve the right, at any time and in our sole discretion, to: modify, suspend or discontinue the Sites or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, or any service, content, feature or product offered through the Sites.

Security and Use of Accounts

You agree that you, and not Bright, are solely responsible for your own security in using the Sites, and for selecting and implementing any precautions you deem to be appropriate and best suited for your situation and intended use of the Sites.

If any portion of the Sites requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also may have an account and password through a separately existing Bright account. You are entirely responsible for maintaining the confidentiality of your passwords and accounts. You agree that Bright is the sole owner of the information collected via the Sites. Furthermore, you are entirely responsible for any and all activities that occur under your accounts.

You agree to notify Bright immediately of any unauthorized use of your accounts or any other breach of security. Bright will not be liable for any loss that you may incur as a result of someone else using your password or accounts, either with or without your knowledge. However, you could be held liable for losses incurred by Bright or another party due to someone else using your accounts or passwords. You may not use anyone else's account at any time, without the permission of the account holder.

Violations of system or network security may result in civil or criminal liability. Bright will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting any

user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Sites, including, without limitation, the following:

- Accessing data not intended for you or logging into a Bright server or account, which you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the Sites, our provision of services to any other visitors to the Sites, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Sites, overloading, "flooding," "mail bombing" or "crashing" the Sites;
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting on the Sites; or
- Compromising the Sites' security, in any way.

Privacy Statement

Your submission of personal information through the Sites is governed by our Privacy Statement, which can be reached by clicking on the "Privacy Statement" link located in the footer section of the Sites (the "Privacy Statement"). The Terms incorporates by reference the terms and conditions of the Privacy Statement.

Your Account

When you sign up for a subscription or purchase from the Sites, you may create an account as part of the registration or checkout process. You are responsible for maintaining the confidentiality of your password and for restricting access to your password, and you agree to accept responsibility for all activities that occur under your account.

Errors, Inaccuracies, and Omissions

Bright attempts to be as accurate as possible and eliminate errors on the Sites. However, there may be information on the Sites that contains typographical errors, inaccuracies or omissions that may relate to subscriptions, product descriptions, pricing, promotions, offers and availability. If a product, or service offered on the Sites is not as described or pictured, your sole remedy is to terminate your subscription or return the product in an unused condition for a refund, whichever remedy we deem is appropriate at our sole discretion. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites are inaccurate at any time without prior notice (including after you have submitted your order). Your sole remedy in the event of such error is to cancel your subscription or order.

Who We Provide Sites To

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Unless otherwise specified, the Sites and the Contents are intended to promote Bright's products and services available in the United States.

Termination of Service; Updates to the Terms

Bright reserves the right, at any time and in our sole discretion, to: modify, suspend or discontinue the Sites or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, or any service, content, feature or product offered through the Sites.

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1. using the Bright Software for business purposes outside the Region, except for reasonable incidental use when you are physically outside the Region and need to access the Bright Service remotely;
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Limitations of Liability

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BRIGHT IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OF, OR YOUR INTERACTIONS WITH, USERS OF THE SITE (WHETHER ONLINE OR OFFLINE), NOR IS BRIGHT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, INJURY, OR HARM ASSOCIATED THEREWITH.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE EXCLUSIONS OR LIMITATIONS IN THIS AND THE "DISCLAIMER" SECTION ABOVE MAY NOT APPLY TO YOU. NOTE THAT THE LIMITATIONS IN THIS "LIMITATION OF LIABILITY" SECTION ARE NOT APPLICABLE TO NEW JERSEY RESIDENTS.

Indemnification

You agree to defend, indemnify and hold Bright, its stockholders, directors, officers, employees, agents and affiliates harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, in any way arising from, related to or in connection with your use of the Sites, your violation of the Terms or the posting or transmission of any materials on or

through the Sites by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third-party proprietary rights.

Links to Other Sites

The Sites contain links to third-party web sites, resources and informational content ("links" or "linked sites") that are not under Bright's control. These links are provided solely as a convenience to you and are not meant to constitute an endorsement by Bright of the contents or such third-party materials. The linked sites are not under the control of Bright and Bright is not responsible for any of the materials available from any linked sites. Bright disclaims all responsibility and liability with regard to your access to or use of such linked sites.

User Submissions

Bright MLS owns the compilation copyrights in the Sites. As a condition of accessing the Sites and entering any content in the Sites, you assign and transfer to Bright MLS all right, title, and interest in and to the copyrights associated with the selection, coordination, and arrangement of content (this does not represent an assignment or transfer of any rights as to the entered content itself). Any and all information, including but not limited to feedback, data, questions, comments, suggestions, or ideas that you submit on the Sites shall not be deemed confidential, and Bright will not have any obligation to keep such information confidential and will be free to reproduce, use, disclose and distribute the information to others without limitation or liability. All such submissions shall be deemed the property of Bright, and your submission of information shall constitute an irrevocable assignment to Bright of all worldwide rights, titles and interests in and to such information. You agree that your submissions: (a) shall be true, accurate, current, complete and not misleading; (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights; (c) shall not be fraudulent or involve counterfeit or stolen information or items; (d) shall not violate any law, statute, ordinance or regulation; (e) shall not contain libelous or otherwise unlawful, abusive or obscene material, or contain any virus or malware that could in any way affect the operation of the Site; and (f) shall not create any liability for Bright.

User Created Hyperlinks to Sites

Bright grants users a limited, non-exclusive right to create a text hyperlink to the Sites for noncommercial purposes, provided such link does not portray Bright or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Bright logo or other proprietary graphic of Bright to link to the Sites without the express written permission of Bright. Further, you may not use, frame or utilize framing techniques to enclose any Bright trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without Bright's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Bright or any third party.

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the inclusion of any link does not imply affiliation, endorsement or adoption by Bright of any site or any information contained therein. When you leave the Sites, you should be aware that the Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

Trademarks

The Bright name and logo, and other Bright logos and product and service names are the trademarks or registered trademarks of Bright and Bright's property. These marks may not be used for any purpose without the express written permission of Bright. Other trademarks used on the Sites are the property of the respective owners.

Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Bright's designated agent, following the procedure set forth in the document which can be reached by clicking on the "Copyright Claims" link located in the footer section of the Sites.

Non-Circumvention

As a condition of your using the Sites, you agree not to: (i) seek to circumvent Bright, or (ii) harm Bright's relationship with any buyer or seller of any property, or with any other party.

Agreement to Arbitrate

By visiting the Sites or otherwise making a purchase from the Sites, you and Bright agree that, if there is any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of the Terms or any part of them (collectively, a "Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

Notice shall be sent:

- To Bright at:
  9707 Key West Ave., Suite 200
  Rockville, MD 20850-3915
  ATTN: Legal Department
- To you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and Bright agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be determined by arbitration in the Rockville, MD area, exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability or formation of the Terms, including any claim that all or any part of the Terms is void or voidable.

Miscellaneous

You hereby consent to the exclusive jurisdiction and venue of state or federal courts in the Delaware, USA in all disputes arising out of or relating to the Terms and the Sites, subject to the dispute resolution provisions listed above. You may not assign the Terms without Bright's prior written consent, which shall not be unreasonably withheld; Bright may assign the Terms upon notice to you. Notices given by you to Bright must be given by postal mail to Bright at 9707 Key West Ave., Suite 200, Rockville, MD 20850-3915Su, unless Bright indicates otherwise. All notices to Bright shall be sent to the attention of Legal Department (unless Bright specifies otherwise). The Terms is solely between you and Bright. The Terms does not create, and you and Bright expressly disclaim, any third-party beneficiary relationships. If any part of the Terms 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 Terms will continue in effect. The section titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance. Except as expressly stated otherwise herein, the Terms, together with the Privacy Statement, the AUPs and the other Additional Terms (all of which are incorporated into the Terms) collectively constitutes the entire agreement between you and Bright regarding their subject matter, and supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and Bright with respect to such subject matter. All provisions of the Terms that by their nature or understanding reasonably should survive the termination of the Terms shall survive. Titles and headings are used for reference purposes only and shall not be used to interpret the terms of the Terms.

Entire Agreement

The Terms constitute the entire agreement between you and Bright and govern your use of the Sites. You also may be subject to additional terms and conditions that are applicable to certain parts of the Sites.

Headers

The section titles in the Terms are for convenience only and have no legal or contractual effect.

Waiver

The waiver of any provision of the Terms shall not be considered a waiver of any other provision or of Bright's right to require strict observance of each of the Terms herein.

Severability

If any provision of the Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect.

Termination

Bright may terminate the Terms and deny you access to the Sites at any time, immediately and without notice if, in Bright's sole discretion, you fail to comply with any provision of the Terms.

Contact Information

If you have any questions, comments, or concerns about the Sites, please send an email to e-mail to support@brightmls.com or write to us at the following address:

Bright MLS
9707 Key West Ave., Suite 200
Rockville, MD 20850-3915
ATTN: Customer Support