

REAL ESTATE STANDARDS ORGANIZATION (RESO) WEBSITE TERMS AND CONDITIONS OF USE

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- (a) for any unlawful purpose, including posting, storing, sending, or otherwise transmitting information, data or material that is libelous, obscene, threatening, harassing or defamatory or which infringes the intellectual property rights of any person or which in any way encourages conduct that would be unlawful or inappropriate;
- (b) in connection with any unsolicited bulk or commercial messages (commonly known as "spam"), any advertising or other form of communication that violates these Terms or any law or regulation, or in any manner that would disrupt in any way any internet site or services;
- (c) to initiate or perpetuate any illegal scheme (such as a pyramid scheme);
- (d) to harvest (or engage in any type of systematic retrieval of) e-mail addresses or other identifiers or information or collect e-mail addresses;
- (e) to impersonate any person or entity, falsify any sender address, forge anyone's identity or perform any other fraudulent activity (such as "phishing");
- (f) to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site;
- (g) use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (h) to interfere with, or attempt to interfere with, any person's ability to use the services offered on the Site;
- (i) to transmit or otherwise make available through the Site any computer code, file, program or other element (including any virus, worm, or other harmful malware of any nature) that would interrupt, destroy, interfere with or otherwise cause any other effect that might reasonably be considered undesirable;
- (j) to attempt to (or actually) circumvent the Site's security or any means to control access to the Site's services.

3. RESO Content

- (a) Unless otherwise noted, all rights, title and interest in all information including, but not limited to, screens, texts, user names, passwords, web pages, or other materials (collectively "Information") appearing in and on this Site are the exclusive property of RESO and its licensors.
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(d) The materials appearing on the Site could include technical, typographical, or photographic errors. RESO does not warrant that any of the materials on its Site are accurate, complete, or current. RESO may make changes to Site materials at any time without notice, however, RESO does not commit to updating the materials.

4. Digital Millennium Copyright Act (DMCA) Notice

(a) This Site follows the safe harbor provisions of 17 USC § 512, otherwise known as the Digital Millennium Copyright Act (DCMA). As such, RESO will respond to written notification of copyright infringements in accordance with the DCMA.

(b) If you believe that your intellectual property rights have been violated by RESO or by a third party who has provided content on our Site, please provide all of the following information to the RESO-designated copyright agent listed below:

- i. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- ii. A description of where the material that you claim is infringing is located on the Site;
- iii. An address, a telephone number, and an e-mail address where RESO can contact you;
- iv. A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- v. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- vi. Your electronic or physical signature.

(c) RESO may request additional information before removing any infringing material. RESO may provide the alleged infringing party with your e-mail address so that that person can respond to your allegations.

(d) Pursuant to Title 17, United State code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent listed below. ALL INQUIRES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

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5. Links, Frames and Metatags

You may not frame the content of the Site unless you first obtain RESO's express prior written consent in each case. You may not use metatags or any other "hidden text" that incorporates RESO Trademarks or marks confusingly similar to RESO Trademarks without our prior written consent.

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7. No Warranties

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9. No Advice

Nothing on this Site constitutes, or is meant to constitute, advice, recommendations, or endorsement of any kind. If you require advice in relation to any real estate, legal, or financial matter, you should consult an appropriate professional.

10. Indemnification

You agree to defend, indemnify and hold harmless RESO (and its members, directors, officers, employees, service providers, representatives, and agents) against all liabilities, losses, damages, and costs (including reasonable attorneys' fees) that they may incur based on claims arising out of (1) your use of our Site or products obtained through it, or (2) a violation of these Terms. RESO reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with whatever cooperation we reasonably request.

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- (a) RESO reserves the right to make changes or improvements to this Site at anytime for any reason without notice.
- (b) RESO reserves the right to terminate this Site and any services offered through our Site at any time for any reason with or without notice to you. Paragraphs 2, 3 7, 8, 9, 10, 11, and of these Terms (along with any other provision that by its terms contemplates survival) survive any termination of these Terms.

12. General

- (a) These Terms are the complete agreement between you and RESO regarding your use of our Site and are governed by the laws of the State of Minnesota applicable to agreements made and completely performed in the State. You irrevocably agree to bring any claim or dispute relating to your use of our Site or these Terms exclusively in the state and federal courts located in the State of Minnesota, to submit to the exclusive jurisdiction of those courts, and to waive any jurisdictional, venue, inconvenient forum, or other objections to those courts.
- (b) If a court of competent jurisdiction determines that any provision of these Terms are unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- (c) You agree that we may provide you with notices by posting on our site, by e-mail, or by regular mail. If we do not exercise or enforce a right or remedy in these Terms or otherwise available, you agree we have not waived such right or remedy.
- (d) The term "including" in these Terms means "including, but not limited to."
- (e) These Terms contain the full and complete understanding between RESO and you regarding your use of the Sites and supersedes all prior representations and understandings, whether oral or written, relating to the same subject matter.

Questions

For any questions or comments you may have about these Terms, please contact us at: info@reso.org.

These terms and conditions are subject to amendment or modification at any time.

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