

## VOW/IDX Policy Terms of Use

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, CONSUMER AGREES TO THESE TERMS OF USE. IF CONSUMER DOES NOT AGREE TO THESE TERMS OF USE, CONSUMER AGREES NOT USE THIS SITE.**

1. **General.** This VOW/IDX site (the "Site") is owned and operated by \_\_\_\_\_. (referred to as "Realtor "). MLSNI has the right at any time to change or discontinue any aspect or feature of the site, including, without limitation, the content, hours of availability, and equipment needed for access or use of the site.
2. **Equipment.** Consumer shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all charges related thereto.
3. **Restrictions on Use.**
  - A. Consumer shall use the site for lawful purposes only. Consumer shall not post or transmit through the Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law. Without Realtor's and Multiple Listing Service of Northern Illinois' ("MLSNI") express prior approval, Consumer shall not post or transmit through the Site any material which contains advertising or any solicitation with respect to products or services. Consumer shall not use the Site to advertise or perform any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services competitive with the Site. Any conduct by Consumer that in Realtor 's discretion restricts or inhibits any other user from using or enjoying the Site will not be permitted. Consumer presently, and at all times in the future, maintain a bona fide interest in the purchase, sale, or lease of real property of the type being offered through this Site.
  - B. The Site contains copyrighted material, trademarks and other proprietary information, including, without limitation, text, software, photos, video, graphics, music and sound, and the contents of the Site are copyrighted under the United States copyright laws. Consumer may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of the Realtor and MLSNI, the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made and no ownership rights shall be transferred. Consumer acknowledge MLSNI's ownership of and the validity of the copyright in the MLSNI Database.
  - C. Consumer shall not e-mail, upload, post, frame or otherwise make available on the Site any material protected by the copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with Consumer. Consumer shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm that may result.

- D. The foregoing provisions of Section 3 are for the benefit of the Realtor and MLSNI, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

**4. Disclaimer of Warranty; Limitation of Liability.**

- A. CONSUMER EXPRESSLY AGREE THAT USE OF THE SITE IS AT CONSUMER'S SOLE RISK. NEITHER THE REALTOR OR MLSNI, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR FROM THE INFORMATION CONTAINED THEREIN, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE.
- B. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE SITE.
- C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THIS SITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED. CONSUMER SPECIFICALLY ACKNOWLEDGE THAT MLSNI IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES OVER WHICH IT HAS NO CONTROL.
- D. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL THE REALTOR 'S OR MLSNI'S TOTAL LIABILITY TO CONSUMER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE AMOUNT PAID BY CONSUMER , IF ANY, FOR ACCESSING THIS SITE. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED.
5. **Consumer-Realtor Relationship.** Consumer acknowledges that if Consumer chooses to engage the Realtor, also recognized as the owner of the VOW/IDX site, the Consumer shall be considered to be represented in a non-exclusive agency relationship with the Realtor, unless otherwise determined between the Consumer and the Realtor.
6. **Monitoring.** Realtor shall have the right in its sole discretion to refuse to post or remove any material submitted to or posted on the Site. Without limiting the foregoing, Realtor shall have the right to remove any material that Realtor, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

7. **Registration to Use Site.** Consumer acknowledges that if Consumer chooses to access the Site, Consumer must complete Site registration form. Upon registration, the Consumer shall receive a user password in the valid email account elected by Consumer on the registration form.
8. **Indemnification.** Consumer agree to defend, indemnify and hold harmless the Realtor and MLSNI and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of Consumer's use of the Site.
9. **Trademarks.** MLSNI and each of their logos are trademarks of The Multiple Listing Service of Northern Illinois, Inc. All rights reserved. All other trademarks appearing on the Site are the property of their respective owners.
10. **Third Party Content.** Neither the Realtor nor MLSNI is a publisher of content supplied by third parties and users of the Site. Accordingly, neither the Realtor nor MLSNI has any more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of the Realtor or MLSNI. In many instances, the content available through the Site represents the opinions and judgments of the respective information provider or user. Neither the Realtor nor MLSNI endorses, or is responsible for the accuracy or reliability of any opinion, advice or statement made on the site by anyone other than authorized Realtor and/or MLSNI employee spokespersons while acting in their official capacities.
11. **Viruses.** Neither Realtor nor MLSNI assumes responsibility, and shall not be liable for, any damages to, or viruses that may infect, Consumer's computer equipment or other property on account of Consumer's access to, use of, or browsing in the Site or Consumer's downloading of any materials, data, text, images, video, or audio from the Site.
12. **Export Control.** Software and other materials from this Site may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from this Site may be downloaded or exported (1) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Neither Realtor nor MLSNI authorizes the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States Export Laws.
13. **Business Associates.** The business associates of the Realtor and/or MLSNI, as identified on this Site, are independent contractors of the Realtor or MLSNI. The business associates are not joint venturers or partners of the Realtor or MLSNI. No employee or representative of the business associates is under the control of the Realtor or MLSNI.
14. **Changed Terms.** The Realtor or MLSNI has the right at any time to change or modify the terms and conditions applicable to use of the Site, or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the site, or by electronic or conventional mail, or by any other means. Any use of the site by Consumer after such notice shall be deemed to constitute acceptance of such changes, modifications, additions or deletions.
15. **Miscellaneous.** These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. These terms of use shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. Consumer hereby

consents to the personal jurisdiction of the State of Illinois, acknowledges that venue is proper in any state or Federal court in the State of Illinois, agrees that any action related to these terms of use must be brought in a state or Federal court in the State of Illinois, and waives any objection that may exist, now or in the future, with respect to any of the foregoing. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

The MLSNI link from the VOW/IDX Site, may further incorporate links to other Web Sites. However, MLSNI does not in any way endorse, nor is it responsible for, the content on those other sites.

### **What Information Do We Collect?**

When Consumer visits our Site, Consumer may provide us with two types of information: personal information Consumer knowingly chooses to disclose that is collected on an individual basis and Site use information collected on an aggregate basis as Consumer and others browse our Site.

### **Personal Information Consumer Choose to Provide**

For example, Consumer may need to provide the following information:

- Login Name** (User Name, User ID, Member ID or Agent ID)
- Password**

If Consumer chooses to correspond with us through email, we may retain the content of Consumer's email messages together with Consumer's email address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received by mail and telephone.

**NOTE:** This Site only asks for a **Login Name** and **Password** from our subscribers entering the private Intranet pages of the web site. MLSNI does not ask for any information from anyone using the public side of the Site.

### **Web Site Use Information**

Similar to other commercial Web sites, our Site utilizes a standard technology called "cookies" (see explanation below, "What Are Cookies?") and Web server logs to collect information about how our Site is used. Information gathered through cookies and Web server logs may include the date and time of visits, the pages viewed, time spent at our Web site, and the Sites visited just before and just after our Site. This information is collected on an aggregate basis. None of this information is associated with Consumer as an individual.

### **How Do We Use the Information That Consumer Provide to Us?**

We use personal information solely for the purpose of administering our business activities, providing customer service and validating Consumer's authorization to access our systems.

### **What Are Cookies?**

Cookies are a feature of Web browser software that allows Web servers to recognize the computer used to access a Web site. Cookies are small pieces of data that are stored by a user's Web browser on the user's hard drive. Cookies can remember what information a user accesses on one Web page to simplify subsequent interactions with that Web site by the same user or to use the information to streamline the user's transactions on related Web pages. This makes it easier for a user to move from Web page to Web page and to complete commercial transactions over the Internet. Cookies should make Consumer's online experience easier and more personalized.

### **How Do We Use Information We Collect from Cookies?**

We use Web site browser software tools such as cookies and Web server logs to gather information about our Web site users' browsing activities, in order to constantly improve our Web site and better serve our customers. This information assists us to design and arrange our Web pages in the most user-friendly manner and to continually improve our Web site to better meet the needs of our customers and prospective customers.

Cookies help us collect important business and technical statistics. The information in the cookies lets us trace the paths followed by users to our Web site as they move from one page to another. Web server logs allow us to count how many people visit our Web site and evaluate our Web site's visitor capacity. We do not use these technologies to capture Consumer's individual email address or any personally identifying information about Consumer .

### **What About Other Web Sites Linked to Our Web Site?**

We are not responsible for the practices employed by Web sites linked to or from our Web site nor the information or content contained therein. Often links to other Web sites are provided solely as pointers to information on topics that may be useful to the users of our Web site.