

This Agreement describes the terms and conditions (“Terms”) pursuant to which you may access and use the services provided on NYSAR.com (“the Site”) or any other site controlled by the NEW YORK STATE ASSOCIATION OF REALTORS® (“NYSAR”). Please read this Agreement carefully as your use of the Site constitutes your binding acceptance of these Terms, including any modifications we may make. Please review the NYSAR.com Privacy Policy which also governs your use and interaction with the Site. In consideration of NYSAR granting you access to the Site, you hereby agree as follows:

1. NYSAR reserves the right at its sole discretion to change, modify, add or remove portions of these Terms at any time without notice or liability, and such modification shall become effective upon posting on the Site. Your use of the Site following any such modification shall be conclusively deemed to be your acceptance of such modification.

2. REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, the REALTOR® Block "R" logo, REALTOR.com, and REALTOR.org are trademarks, service marks, membership marks, and/or logos of the NATIONAL ASSOCIATION OF REALTORS (NAR). All NYSAR trademarks, service marks, membership marks and logos appearing on NYSAR.com are the property of NYSAR or NYSAR has a license to use such marks and all rights in those trademarks, service marks, membership marks and logos are reserved by NYSAR or their respective owners. Members of NYSAR using any of the NAR membership marks are bound by and should refer to the rules and regulations governing use of those marks to assure proper usage.

3. The information provided on the Site is for educational and informational purposes only. The information should not be construed as a recommendation by NYSAR for any course of action regarding financial, legal or accounting matters. It is not meant as a substitute for professional advice from a qualified legal, accounting or financial professional.

4. NYSAR does not represent, warrant or endorse the accuracy or reliability of any information displayed, uploaded, downloaded or distributed through the Site by any user, or any other person or entity. NYSAR disclaims liability for any damages or losses, direct or indirect, that may result from use of or reliance on information contained on the Site.

5. NYSAR may change, suspend or discontinue any aspect of the services provided at the Site at any time without notice or liability, including the availability of any feature, blog, database or content.

6. The Site contains a combination of content that NYSAR creates, its partners create, and that its users create. All materials published on the Site including but not

limited to text, images, video, graphics and multimedia files (“Content”) are protected by all applicable copyright and trademark laws and owned by NYSAR or the party credited as the provider of the Content. All rights in the Content are expressly reserved by the applicable copyright and trademark owner.

- a. Reprinting Content from the Site shall only be done with the express permission of the NYSAR Director of Communications or CEO.
- b. You may not sublicense, transfer or otherwise make any Content available to any third party for commercial purposes or financial gain or use the Content in any other media or in any other location other than as permitted in this section. You may not upload Content that contains advertising or promotion for a particular real estate listing or for real estate services, including brokerage, lending, title insurance, property or casualty insurance, property management, building developing or consulting.
- c. All Content provided by any party other than NYSAR must identify the party who provided that Content.
- d. By posting material to the Site, you warrant and represent that you either own or otherwise control all of the rights to that material, including without limitation, all the rights necessary for you to provide, post, upload, input, or submit the material, or that your use of the material is a fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and warrant also that the material you supply does not violate these Terms, and that you will indemnify and hold NYSAR, its subsidiaries, affiliates, officers, employees, and agents, harmless for any and all claims resulting from material you supply.
- e. By posting material to the Site, you grant NYSAR, its subsidiaries, affiliates, partners and third party licensees a nonexclusive, perpetual, irrevocable, worldwide, sub licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, aggregate your material with other content, create derivative works of and publicly perform that content for any purpose on and through each of the services provided by the Site. This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed.
- f. NYSAR may offer blogs that are syndicated for RSS aggregation. You have permission to subscribe to the blog content via an RSS reader or e-mail, and you also have permission to post the RSS feed to a REALTOR® association or other real estate-related Web site.

7. The Site may contain links to other Internet sites operated by third parties. These links are provided as a convenience to access the information contained therein. NYSAR does not endorse or approve, is not a sponsor, partner, promoter or publisher of such sites or their content, and expressly disclaims any responsibility or liability for the content of any other site. You should direct any concerns regarding any external link to the site administrator or Webmaster of such other site.

8. Your dealings with advertisers and third party vendors found on or through NYSAR.com, including your participation in promotions, the purchase of goods, and any terms, conditions, warranties or representations associated with such activities, are solely between you and the third party. NYSAR does not make any representations or warranties with respect to any goods or services that may be obtained from such third parties, and you agree that NYSAR will have no liability for any loss or damage of any kind incurred as a result of any activities you undertake in connection with the use of or reliance on any content, goods, services, information or other materials available, or through such third parties, on the Site. You acknowledge that such third party sites usually have their own terms and conditions, including privacy policies, over which NYSAR has no control and which will govern your rights and obligations with respect to the use of those sites.

9. THIS SITE IS PROVIDED BY NYSAR ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY THAT THE SITE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. NYSAR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USABILITY, CONDITION OR OPERATION OF THIS SITE, OR THAT ACCESS TO OR USE OF REALTOR.ORG WILL BE UNINTERRUPTED OR ERROR-FREE, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NYSAR DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPARABILITY, SECURITY AND ACCURACY. YOU AGREE THAT NYSAR IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.

10. As part of the registration process to use the Members Only portions of the Site, you will select a user name and password. You may change your password at any

time in accordance with the procedure on the Site. You agree you are exclusively responsible for maintaining the security of your password. You agree to provide NYSAR with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your access to the Site.

11. NYSAR reserves the right, but not the obligation, to send electronic mail to any and all users of the Site for the purpose of informing them of changes or additions to the Site or any related services or products. Your registration on the Site constitutes your consent to receive such electronic mail unless it is subject to any right you may have to opt-out of receiving said messages and you have opted out as provided for in NYSAR's Privacy Policy.

12. NYSAR may at any time, in its sole discretion, terminate, limit or suspend your access to NYSAR.com, without notice or liability, for any reason whatsoever, including without limitation your breach of this Agreement, the termination of your membership in NYSAR, or repeated infringement of third-party rights, including copyright.

13. NYSAR encourages meaningful exchange on the Site on issues involving REALTORS® and real estate. Unless otherwise provided for regarding a specific section of the Site, user Content may be reviewed by a NYSAR representative and approved Content will be posted within approximately two business days. NYSAR aims to publish all user-submitted Content unless it:

- Contains language that NYSAR, in its sole discretion, considers offensive or inappropriate;
- Is not relevant to the post that is being responded to;
- Is a commercial endorsement, including spam; or
- Infringes the trademarks or copyrights of NYSAR or any third parties.

a. NYSAR disclaims responsibility and liability for the content and opinions expressed by others on the Site including, but not limited to, content or opinions regarding any products or service mentioned on the Site.

b. If you upload Content to the Site, you agree to indemnify and hold NYSAR harmless from any and all liability, damages or expenses whatsoever due, directly or indirectly, to any cause of action arising out of the Content posted by you.

c. You agree to use the Site only for lawful purposes and not to upload any unlawful Content or in any other way use the Site so as to violate any local, state, or national law.

d. NYSAR reserves the right but not the obligation to refuse, move, or remove any material submitted to the Site for any reason and to restrict, suspend, or terminate your access to all or any part of the Site.

(i) You agree not to post any defamatory, libelous, threatening, vulgar, sexual explicit, abusive, profane, rude, obscene, or anonymous Content.

(ii) You agree not to take any action which would disrupt or interfere with the normal use of the Site by other authorized users.

(iii) You agree not to post any advertising, promotional or other type of solicitation to other authorized users of the Site except in those areas of REALTOR.org where such postings may be specifically authorized.

(iv) You agree not to impersonate any other person in any registration or Content you upload to the Site.

(v) Individual sections of the Site may have additional rules and regulations specific to the subject matter being covered in that section. These rules and regulations will be posted on the section's homepage. You agree to abide by the rules and regulations of individual sections on the Site.

14. This Agreement, its Terms, and use of the Site are governed by and will be interpreted under the laws of the State of New York, United States of America, without reference to conflicts of laws and without regard to the location of execution or performance of this agreement.

You hereby agree that any and all disputes which may arise and any litigation that may arise from such disputes will be litigated before a court located in the State of New York, County of Albany, U.S.A., to the exclusion of the courts of any other country, state or county.

15. If you believe that your intellectual property rights have been violated by NYSAR or by a third party who has uploaded Content on our Site, please provide the following information to the NYSAR-designated copyright agent listed below:

a. A description of the copyrighted work or other intellectual property that you claim has been infringed;

b. A description of where the material that you claim is infringing is located on the Site;

- c. An address, a telephone number, and an e-mail address where NYSAR can contact you and, if different, an e-mail address where the alleged infringing party, if not NYSAR, can contact you;
- d. 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;
- e. 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;
- f. Your electronic or physical signature.

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

NYSAR reserves the right to terminate, limit or suspend any user's access to NYSAR.com in the event of repeated infringing activity. If you believe that a user of this Site is a repeat infringer, please follow the above instructions to contact NYSAR's copyright agent. Please include sufficient information to assist NYSAR in determining that the user has engaged in such infringing activity repeatedly.

NYSAR has registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). If you believe your copyright material is being used on this Site without permission, please notify the designated agent at:

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