

Website Terms of Use

Welcome to Real Estate Data Technologies' (referred to herein as **"We," "Our," "Company,"** or **"Us,"**) online services, which includes the realestatedata.com website, the reDataExport.com website, the reDataMLS.com website, the reDataWebsites.com website, any subdomain and related websites, all related mobile applications, and the online reData multiple listing service (collectively referred to as the **"Websites"**). The following terms and conditions, including the binding arbitration agreement and class action waiver included herein, shall govern YOUR usage of the Websites (hereinafter referred to as the **"Agreement"**).

This Agreement is between YOU as the user of the Websites (referred to herein as **"YOU"** or **"YOUR"**). Please read the Agreement carefully before using the Websites. By accessing the Websites, YOU agree to be legally bound by the Agreement. If YOU do not agree to the terms of the Agreement, YOU may not access or use the Websites. For avoidance of doubt, the Privacy Policy posted on the Websites is expressly incorporated into and forms a material part of the Agreement.

We reserve the right to modify the Agreement at any time with or without notice to YOU. YOU should check this Agreement periodically for changes. By using the Websites after We post any changes to the Agreement, YOU agree to accept those changes, whether or not YOU have reviewed them. If YOU choose not to accept the Agreement at any time, please do not use the Websites. If YOU are an authorized user of the reData multiple listing service, YOU will also be required to read and accept an end user license agreement governing the terms of that website.

1. **Description of Services**

We provide YOU with a limited, revocable, and non-exclusive license to use the Websites for the duration of YOUR viewing session. The Websites provide real estate listing information and the contact information of real estate professionals, in addition to other real estate related information.

Please be advised that We do not: (A) represent individuals or entities in the purchasing, selling, or leasing, or otherwise acquiring or disposing of real estate; (B) make, solicit, negotiate on behalf of or assist individuals or entities in obtaining loans to purchase real estate; (C) provide real estate appraisals or valuation services of real estate or assist in the processes related thereto; or (D) provide legal representation or advice in connection with real estate transactions. Individuals or entities seeking these types of services should consult with an appropriate professional.

2. **Third Party Links**

This Agreement applies only to the Websites and not to websites run by other companies, organizations, associations, or individuals, including those to which the Websites may provide links. We are not in control of said websites, and We are not responsible for the availability or accessibility of any other website that may have a link on the Websites. We are not responsible for the advertising, content, products, or other information available through third party websites. YOU agree to indemnify and hold Company and its subsidiaries, affiliates, officers, agents, directors, employees and other partners and vendors harmless from any claim, action, demand, loss, costs, expenses (including reasonable attorneys' fees), judgments (including settlements), made by any

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third party due to or arising out of YOUR use of the Websites, YOUR connection to the Websites, or YOUR violation of any rights of another, or any negligent acts or errors or omissions of YOU or YOUR agents or contractors. YOU acknowledge and agree that We will not be liable, directly or indirectly, for any losses or damages that are caused or alleged to have been caused in connection with YOUR use of the third party websites.

3. **Restriction on Use**

Certain information on the Websites is protected by United States Copyright Law, including but not limited to, photos, videos, audio, certain text, and statistics. YOU acknowledge and agree that YOU will not modify, reproduce, redistribute, duplicate, publish, copy, retransmit, exploit, broadcast, license, sell or instruct anyone else to do the same with any such information or content on the Websites. YOU further agree that YOU will not create derivative works from the Websites.

YOU are not permitted to create frames around the Websites or otherwise alter the visual presentation of the Websites. YOU are not permitted to use the Websites in a manner in which YOU may imply that We are endorsing YOU, YOUR products or services, or the content of YOUR website.

4. **No Liability for Information and Content**

We do not control the information posted on the Websites. Accordingly, We assume no responsibility for and do not warrant or guarantee the completeness, accuracy, integrity, quality, or reliability of any of the content or information viewable on the Websites. Under no circumstances will the Company be liable in any way for any content, including, but not limited to: errors or omissions in any information or content; and/or loss or damage of any kind incurred by YOU as a result of the use of any information or content posted, emailed, transmitted, or otherwise made available via the Websites.

5. **Proprietary Rights**

All rights, title and interest in the Websites, including the Copyright ownership and trademarks, shall at all times remain vested in the Company, Our members, and/or Our licensors. We shall have the right to license the Copyright and/or the compilations thereof to any entity. YOU acknowledge and agree that the trademarks of the Company, the Websites, and the content and look and feel of the Websites are proprietary, original works of authorship of the Company (or licensed to the Company), and protected under United States copyright, trademark, and trade secret laws of general applicability. Without the prior written consent of the Company, YOUR modification of the content, use of the content on any other website, or use of the content for any purpose other than personal, non-commercial use, violates the copyrights, trademarks, or other intellectual property rights of the Company and/or its licensors, and it is prohibited.

6. **Data Mining Activities Prohibited**

YOU are prohibited from directly or indirectly using any data, information, content extraction tool, or any other manual, computerized or automated mechanism, to access, compile, or otherwise

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download or extract any content or information from these Websites or any of the Company's services, unless expressly authorized in writing by the Company to do so. This prohibition includes use of any data mining tools, spiders, robots, screen scrapers, artificial intelligence tools, or similar tools and technologies.

7. **Disclaimer**

YOU agree, acknowledge, and understand that the Websites and the information available through the Websites are provided "AS IS" and "AS AVAILABLE." The Company does not warrant that the Websites will be uninterrupted or error-free, and We makes no warranty as to the accuracy, completeness, authenticity, or reliability of any information available on or through the Websites. The Company expressly disclaims any and all warranties with respect to the Websites and the information available through the Websites, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Mortgage Calculation Tool**

The Websites may provide a mortgage calculation tool. YOU agree that use of this mortgage calculation tool is for demonstration purposes only, and the tool should not be relied upon for actual mortgage calculations. Interest rates that may be displayed may be different from the actual interest rates. Tax estimates, insurance cost estimates, HOA cost estimates, and any other cost set out in the mortgage calculation tool shall serve as estimates only and may not display the actual costs related to a property. We do not guarantee the accuracy, sufficiency, correctness, veracity, completeness, or timeliness of any mortgage calculation tool. YOU are responsible for confirming the sufficiency and reliability of any information related to mortgage calculations. We recommend that YOU contact a mortgage professional or other real estate professional if YOU have any questions about actual costs related to a property or a mortgage on a property shown on the Websites.

9. **Email Policy**

We prohibit the use of the Websites to transmit, distribute, or deliver any unsolicited bulk or commercial email (herein referred to as "**Spam**"). YOU may not use the Websites to send Spam to any person or entity. YOU are responsible for complying with all laws applicable to any communications that YOU send or authorize, including complying with the CAN-SPAM Act of 2003 and all related laws and regulations.

YOU may not utilize the Websites to misrepresent the sender or the source of the communication, to impersonate any person, or to provide false, misleading, harassing, threatening, or harmful content. YOU agree not to bully, intimidate, or harass any user of the Websites. YOU agree not to post or upload any content that is hateful, libelous, defamatory, obscene, pornographic, or inappropriate, the likes of which shall be determined by the sole judgment of the Company.

We reserve the right to take any appropriate legal action and to implement technical remedies to enforce this policy or respond to violations. Violations of this section may result in civil, criminal, or

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administrative penalties against the sender and those assisting the sender. We may immediately investigate and terminate YOUR license to use the Websites if, in Our sole reasonable opinion, YOU are found to be violating this policy.

10. **Security of Accounts**

YOU agree that YOU are solely responsible for YOUR own security in using the Websites. If any portion of these Websites requires YOU to open or create 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 agree that YOU are responsible for maintaining the confidentiality of YOUR logins, passwords, and accounts.

YOU agree to notify Us immediately of any unauthorized use of YOUR accounts or any other breach of security. We 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 Us or another party due to someone else using YOUR accounts or passwords. YOU may not use anyone else's account at any time. YOU also may not create an account for any other person or third party at any time.

11. **Termination of Service**

The Company reserves the right, at any time and for any reason, to change, terminate, limit, suspend, or discontinue the Websites (in whole or in part) or YOUR access to or use of these Websites. YOU agree that We shall not be liable for terminating YOUR right to access or use the Websites.

12. **Limitation of Liability**

YOU acknowledge and agree that these Websites are provided solely for YOUR convenience and without liability of any kind on the part of the Company or any of its licensors, members, or service providers. YOU understand and expressly agree that neither the Company nor its suppliers, service providers, licensors, or members will be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to: damages for loss of profits, goodwill use, data or other intangible losses (even if the Company has been advised of the possibility of such damages) resulting directly or indirectly from: (A) the use, reliance, or the inability to use the Websites or the information and content contained in the Websites; (B) statements or conduct of any third party on the Websites; (C) any error or omission; or (D) any other matter relating to the Websites. YOU further agree that if for any reason any of the foregoing limitations of liability is held to fail of its essential purpose or is otherwise deemed to be unenforceable for any reason, then the maximum aggregate, cumulative liability of the Company, arising out of or related to this Agreement and these Websites shall not exceed YOUR direct damages actually incurred, if any, up to one hundred and fifty dollars (\$150). YOU agree that the limitations in this section shall be deemed to apply to all causes of action and all legal theories, without regard to whether the damages arise from breach of contract, breach of warranty, negligence, or any tort claim.

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13. **Indemnification**

YOU agree to indemnify and hold the Company and its subsidiaries, affiliates, officers, agents, directors, employees and other partners and vendors harmless from any claim, action, demand, loss, costs, expenses (including reasonable attorneys' fees), judgments (including settlements), arising out of or resulting from (A) any violation by YOU of the Agreement; (B) the content of YOUR website if YOU include any reference or information from the Company or the Websites; or (C) any negligent acts, errors, or omissions of YOU, YOUR agents, or contractors.

14. **Additional Terms**

Certain areas or aspects of these Websites 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 these Websites is conditioned on YOUR compliance with the Additional Terms. If and to the extent there is a conflict between this Agreement and such Additional Terms, the Additional Terms shall control with respect to their subject matter.

15. **Binding Individual Arbitration. No Class Actions.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED THAN IN COURT.

- A. **Disputes that must be Arbitrated.** This agreement applies to any "Dispute" between YOU and the Company. "**Dispute**" means any dispute, claim, or controversy (excluding those exceptions listed below) between YOU and Company that arise out of the Agreement, the Additional Terms, or YOUR use of the Websites or services, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either of us seeks legal recourse, including the validity, enforceability, or scope of this agreement to arbitrate or any portion of it.
- B. **Informal Resolution.** If YOU have a Dispute against Company or if Company has a dispute against YOU, both parties agree to resolve the Dispute informally before an arbitration is filed in order to resolve the Dispute faster and reduce costs for both parties. YOU and Company will make a good-faith effort to negotiate the resolution of any Dispute for at least 30 days ("**Informal Resolution**") from the day YOU or Company receive a written notice of a dispute from the other party (a "**Notice of Dispute**") in accordance with this Agreement.
- C. **YOUR Notice.** YOU must send any Notice of Dispute by email to legal@realestatedata.com or by mail to Legal Department, Real Estate Data Technologies, LLC, 230 W. Towne Ridge Parkway, Suite 400, Sandy, UT 84070.
- D. **Company Notice.** Company will send any Notice of Dispute to YOUR registered email address YOU have provided to Company.

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- E. Included in Notice. The Notice of Dispute sent by YOU or Company must include the sender's name, address, and other contact information, a description of the Dispute (including any relevant account names) and what resolution is being sought. YOU and Company cannot proceed to arbitration unless this information has been provided. If YOU or Company proceed to arbitration without providing a compliant Notice of Dispute, the sufficiency of a Notice of Dispute is an issue to be decided by a court. A court may enjoin the filing of an arbitration demand that has not been preceded by a compliant Notice of Dispute and may order a party that has filed an arbitration demand without having provided a compliant Notice of Dispute to reimburse the other party for any arbitration fees and costs already incurred.
- F. Binding Individual Arbitration. THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Under no circumstances does Company consent to have any Disputes arbitrated using class action procedures, even if the arbitration provider has rules permitting class arbitrations. YOU and Company agree that Disputes will be settled by binding individual arbitration conducted by the American Arbitration Association ("**AAA**") according to the U.S. Federal Arbitration Act ("**FAA**") and federal arbitration law and according to the Consumer Arbitration Rules of the American Arbitration Association, as modified by this Agreement. This Agreement affects interstate commerce, and the enforceability of this Section will be substantively and procedurally governed by the FAA, 9 U.S.C. § 1, et seq., to the extent permitted by law. The following are definitions used in this Binding Individual Arbitration section.
- I. "**Arbitration**" means that Disputes between YOU and Company will be resolved by a neutral arbitrator instead of in a court by a judge or jury.
 - II. "**Individual**" means that the arbitrator may award the same remedies to YOU or to Company as a court could, but only to satisfy YOUR or Company's individual claims. To the fullest extent allowed by applicable law, the arbitrator may not award money or other relief for the benefit of any person other than YOU or Company as part of the resolution of any Dispute.
 - III. "**Binding**" means that both YOU and Company will have to live with the arbitrator's decision, except to the limited extent appeals to a court are permitted under the FAA. As limited by the FAA, the terms of this Agreement, and the rules applicable to the arbitration, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of the terms of this Agreement, but (as provided above) only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.
- G. Arbitration Procedure and Location.
- I. YOUR filing. YOU or Company may initiate arbitration of any Disputes not resolved by Informal Resolution by filing a Demand for Arbitration with the AAA in accordance with the Consumer Arbitration Rules of the American Arbitration

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Association. Instructions for filing a Demand for Arbitration are available at <https://www.adr.org/Rules>. YOU will send a copy of any Demand for Arbitration by email to legal@realestatedata.com or by mail to Legal Department, Real Estate Data Technologies, LLC, 230 W. Towne Ridge Parkway, Suite 400, Sandy, UT 84070

- II. Company's Filing. Company will send any Demand for Arbitration to the email address and/or to any address YOU have provided Company.
- III. Single Arbitrator. The arbitration will be conducted by a single arbitrator. YOU and Company both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by these Terms.
- IV. Dispositive Motions. The arbitrator shall permit Company and YOU to file a dispositive motion(s) to determine threshold issues, such as arbitrability and whether the Demand for Arbitration states a claim for which relief may be granted.
- V. Certain Dispute. For Disputes in which the claimant seeks less than \$10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For matters in which the claimant seeks \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required, and YOU reside in the United States, the hearing will take place in Salt Lake County, Utah unless the arbitrator determines that this would pose a hardship for the claimant, in which case the in-person hearing may be conducted in the claimant's state and county of residence. If YOU reside outside the United States, the site of any in-person hearing will be determined by the applicable rules.
- VI. Resolution. The arbitrator (not a judge or jury) will resolve the Dispute. Unless YOU and Company agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.
- VII. Remedies. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are Individual to YOU or Company to satisfy one of the individual claims (that the arbitrator determines are supported by credible relevant evidence).
- VIII. No Precedent. An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself.
- IX. Enforced as Final Judgment. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

H. Fees.

- I. Attorneys' Fees. YOU and Company agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was

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frivolous or asserted for an improper purpose. Applicable law may allow the arbitrator to award attorneys' fees and costs to the prevailing party.

- II. Other Costs. YOU are responsible for all other additional costs that YOU may incur in the arbitration, including attorney's fees and expert witness costs, unless Company is otherwise specifically required to pay such fees under applicable law.
- III. Representation Costs. Arbitration costs do not include YOUR attorneys' fees and expenses if YOU choose to be represented by an attorney. If YOU choose to be represented by an attorney, YOU will pay YOUR own attorneys' fees and costs unless the applicable law provides otherwise.
- IV. Company Fees. If Company starts an arbitration against YOU, Company will pay all filing fees.
- I. Coordinated Filings if there are 25 or more Disputes.
 - I. 25 or More Claims. If 25 or more Disputes are initiated with the arbitrator that raise similar claims, and counsel for the claimants are the same or coordinated, these will be considered "**Coordinated Cases**." Company will pay only its share of arbitration fees for Coordinated Cases; the claimants will be responsible for their share of those fees as set by the rules and the AAA's fee schedule for mass arbitrations. Applicable statutes of limitations will be tolled for all claimants who have provided compliant Notices of Dispute to Company, but demands for arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below, and Company shall not be required to pay any fees associated with cases that this agreement does not allow to be filed.
 - II. After Notices Provided. Once all Notices of Dispute have been provided to Company for Coordinated Cases, counsel for claimants and counsel for Company shall confer in good faith regarding the number of cases that should proceed as bellwethers, to allow each side to test the merits of its arguments, before the remainder of claims may be filed with the arbitration provider. Any number chosen must be an even number so as to allow each side to designate its half of the cases selected for bellwether trials. If counsel for claimants and for Company do not agree on the number of bellwethers, the number shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider's discretion, by a process arbitrator). Factors that the arbitration provider may consider in making this decision include the complexity of the dispute and differences in facts or applicable laws among various claims. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall select half that number from among the claimants who have provided compliant Notices of Dispute, and only those chosen claims may be filed with the arbitration provider. YOU agree that if YOUR case is among Coordinated Cases filed against Company, resolution of YOUR personal claim might be delayed by this bellwether process. Nothing in this paragraph shall be construed to delay the resolution of uncoordinated Disputes based on similar claims to Coordinated Cases filed against Company.

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- III. Single Arbitrator. A single arbitrator shall preside over each Coordinated Case chosen for a bellwether proceeding, and only one Coordinated Case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.
- IV. Resolution of Remaining Cases. Once all bellwether trials have concluded (or sooner if the counsel for the claimants in the Coordinate Cases and Company agree), the parties must make a good-faith effort to resolve all remaining cases that were not chosen for a bellwether proceeding by engaging in a single mediation of all remaining cases. Each side shall pay half the applicable mediation fee. Counsel for claimants in the Coordinated Cases and for Company must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If counsel for claimants in the Coordinated Cases and for Company cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Counsel for the claimants in the Coordinated Cases and for Company will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.
- V. Mediation. If the mediation does not yield a global resolution, then claimants in Coordinated Cases who provided compliant Notices of Dispute but whose claims were not resolved in bellwether proceedings shall no longer have the right to arbitrate their Dispute. Instead, outstanding claims from such cases may be filed only in the state courts in Salt Lake County, Utah or if federal jurisdiction exists, in the United States District Court for the District of Utah, and YOU consent as part of this Agreement to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either YOU or Company from removing a case from state to federal court if removal is allowed under applicable law. To the extent YOU are asserting the same claims as other persons and are represented by common or coordinated counsel, YOU agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and Company reserves the right to contest class certification at any stage of the litigation and on any available basis.
- VI. Enforcement. A court shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.
- J. Continuation in Effect. The dispute resolution process set forth in this agreement survives the termination of any other agreement between YOU and Company.
- K. Class Action Waiver.
 - I. No Class Actions. To the maximum extent permitted by applicable law, disputes, claims, and controversies not subject to the requirement to arbitrate (including, but not limited to, claims filed in small claims court and claims that are deemed not subject to the requirement to arbitrate) may not be aggregated

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together in a class action, except that (as set forth above in Coordinated Filings provision) if a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and Company reserves the right to contest class certification at any stage of the litigation and on any available basis. Accordingly, to the maximum extent permitted by applicable law, YOU and Company will only bring disputes, claims, or controversies between Company in an individual capacity only and shall not: (i) seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions); or (ii) consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to this Agreement.

16. **Utah Laws**

Where applicable, this Agreement will be governed by the laws of the State of Utah.

17. **Severability**

If all or any provision of this agreement is found invalid, unenforceable, or illegal, then YOU and Company agree that the provision will be severed, and the rest of these terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, YOU and Company agree that this entire agreement to arbitrate (but not the separate class action waiver) will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of law clauses specified herein.