
Terms of Use

Effective: March 16, 2018.

Please carefully review the following terms and conditions of use (the “Terms”), which govern your access to the websites and other online products and services controlled by Midwest Real Estate Data, LLC (“MRED,” “we,” “us,” and “our”) where the Terms are posted (the “Sites”). MRED provides access to a variety of real estate-related informational content, products, services, and resources provided by MRED 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 MRED for products, services, or otherwise.

Please note the arbitration provision set forth below, requiring you to arbitrate any claims you may have against MRED 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.

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 “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. MRED 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 the revised Terms with the new effective date on the Sites. 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 MRED or its licensors or service providers, and all parts and derivatives thereof, are and shall remain the sole property of MRED and its licensors and service providers, including all associated copyrights, trademarks, and other intellectual property rights. The MRED name and logo, and other MRED logos and product and service names are the trademarks or registered trademarks of MRED and MRED’s property. These marks may not be used for any purpose without the express written permission of MRED. Other trademarks used on the Sites are the property of the respective owners. Your rights are under license only, nothing shall be deemed to grant or transfer to you any ownership rights. Use of any Content or other portions of the Sites are subject to the Terms.

Specifically, MRED owns the compilation copyrights in the connectMLS System. As a condition of accessing the connectMLS System and entering any content in the connectMLS System, you assign and transfer to MRED 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).

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 MRED and, as applicable, its licensors and service providers. 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 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) MRED 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. MRED specifically prohibits 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 which you do not have permission to use;
- 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 Sites;
- Attempting to interfere in any way with the Sites or MRED'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 Sites;
- Engaging in any harassing, intimidating, predatory, or stalking conduct; and

- Using any metatags or any other “hidden text” utilizing “MRED” or any other name, trademark, or product or service of MRED or its subsidiaries without MRED’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”).

MRED 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 MRED’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

MRED prohibits the use of MRED 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 MRED services to send Spam, or send Spam to any MRED subscribers or customers using any MRED service or information obtained from any MRED 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.

As with all MRED tools and services, MRED-provided communication tools and services may only be used 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. MRED does not authorize the use of any MRED service to harvest or collect information about MRED 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 MRED service any communication that (i) 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), (ii) seeks to impersonate any person, or uses or contains invalid or nonexistent domain names, (iii) employs any technique to otherwise misrepresent, hide, or obscure any source information, (iv) constitutes deceptive addressing, uses, or relays through a third party’s internet domain name without consent, (v) contain false or misleading information in the subject line or otherwise contain false or misleading content, or (vi) is harmful, threatening, harassing, or that would reasonably be expected to be harmful to MRED, any member of its staff, or any of its customers or subscribers.

MRED 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. MRED 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 MRED's rights, all of which are reserved.

Right to Monitor and Terminate Use

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

MRED 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, or feature 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 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 MRED, 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 are entirely responsible for maintaining the confidentiality of your passwords and accounts. You agree that MRED 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 MRED immediately of any unauthorized use of your accounts or any other breach of security. MRED 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 MRED 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. MRED 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 MRED 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 Policy

Your submission of personal information through the Sites are governed by our Privacy Policy, which can be found [here](#). The Terms incorporates by reference the terms and conditions of the Privacy Policy.

Your Account

When you sign up for a membership on the Sites, you may create an account as part of the registration 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

MRED 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 real estate listings. If a listing offered on the Sites is not as described or as pictured, your sole remedy is to deactivate your membership. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information if any information on the

Sites is inaccurate at any time without prior notice . Your sole remedy in the event of such error is to deactivate your membership.

To Whom We Provide Services

MRED only extends services to adults. MRED reserves the right to refuse service, terminate accounts, remove or edit content, or cancel memberships and orders in its sole discretion.

Limited License

No right, title or interest in any downloaded Content is transferred to you as a result of downloading or copying the Content and other downloadable materials displayed on the Sites. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or in any way exploit the Content or the Sites.

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

Disclaimer of Warranty

The Sites are provided "as is" and "as available" without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. MRED expressly disclaims any duty to update or revise the Sites, although MRED may modify the Sites at any time without notice. Your use of the Sites are at your sole risk.

Limitations of Liability

IN NO EVENT SHALL MRED, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE SITES OR THE CONTENT AND MATERIALS OR FUNCTIONALITY ON OR ACCESSED THROUGH THE SITES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF MRED OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULL EXTENT PERMITTED BY LAW, MRED'S LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PURCHASE OF PRODUCTS FROM THE SITES, IF ANY.

MRED IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OR, OR YOUR INTERACTIONS WITH, USERS OF THE SITES (WHETHER ONLINE OR OFFLINE), NOR IS MRED 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 SECTION ARE NOT APPLICABLE TO NEW JERSEY RESIDENTS.

Links to Other Sites

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

User Submissions

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 MRED 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 MRED, and your submission of information shall constitute an irrevocable assignment to MRED 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 materials, or contain any virus or malware that could in any way affect the operation of the Sites, and (f) shall not create any liability for MRED.

User Created Hyperlinks to Sites

MRED grants users a limited, non-exclusive right to create a text hyperlink to the Sites for noncommercial purposes, provided such link does not portray MRED 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 MRED logo or other proprietary graphic of MRED to link to the Sites without express written permission. Further, you may not use, frame, or utilize framing techniques to enclose any MRED trademark, logo or other proprietary information, including the images found at the Sites, the content of any text of the layout/design of any page or form contained on a page on the Sites without MRED'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 MRED or any third party.

MRED makes no claim or representation regarding, and accepts to responsibility for, the quality, content, nature, or reliability of third-party websites accessible by hyperlink from the Sites, or websites linking to the Sites. Such sites are not under the control of MRED and MRED is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. MRED provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by MRED 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.

Non-Circumvention

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

Agreement to Arbitrate

By using the Sites, you and MRED agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, or the breach, enforcement, interpretation, or validity of this Privacy Policy or any part of it ("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 30 days in which to respond to or settle the Dispute.

Notice shall be sent:

- 1) to MRED at ATTN: Legal, 2443 Warrenville Road, Suite 600, Lisle, IL 60532, or
- 2) to you at the contact information on file with MRED.

Both you and MRED 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 exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, and to occur in the Chicago, Illinois area, 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 this Privacy Policy, including any claim that all or any part of this Privacy Policy is void or voidable.

Miscellaneous

You hereby consent to the exclusive jurisdiction and venue of state or federal courts in Chicago, Illinois, 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 MRED's prior written consent, which shall not be unreasonably withheld; MRED may assign the Terms upon notice to you. Notices given by you to MRED must be given by postal mail to MRED at 2443 Warrenville Road, Suite 600, Lisle, IL 60532, unless MRED indicates otherwise. All notices to MRED shall be sent to the attention of Legal, unless MRED specifies otherwise. The Terms is solely between you and MRED. The Terms does not create, and you and MRED 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 Policy and the other Additional Terms (all of which are incorporated into the Terms) collectively constitutes the entire agreement between you and MRED regarding their subject matter, and supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and MRED 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.

Entire Agreement

The Terms constitute the entire agreement between you and MRED 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.

Waiver

The waiver of any provision of the Terms shall not be considered a waiver of any other provision or of MRED'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.

Digital Millennium Copyright Act Notice

MRED complies with the provisions of the Digital Millennium Copyright Act (DMCA). If you have a concern regarding the use of copyrighted material on any website containing MRED listing content, please contact the agent designated to respond to reports alleging copyright infringement.

The designated agent for MRED is:

Midwest Real Estate Data LLC (MRED)
2443 Warrenville Road, Suite 600
Lisle, Illinois 60532
630-955-0011
DMCA@MREDLLC.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's email address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Contact Information

If you have any questions or concerns regarding the Sites, please contact us by email at help.desk@mredllc.com.