

## IDX SEARCH - TERMS OF USE

The REALTOR whose name, real estate brokerage/firm name, and branding appears on this website (“REALTOR”) licenses certain internet data exchange (IDX) data and related search functionality tools (“IDX Search”) from the Multiple Listing Service of Long Island, Inc. (“MLSLI”) as part of the website that REALTOR offers to you. Please read these Terms of Use (“TOU”) carefully. Any access to or use of IDX Search features of this website, including but not limited to registration, indicates your agreement to be bound by this TOU. Users of IDX Search must be the age of majority in the state where they live and any access or use by anyone under 13 years old is not authorized.

**NOTE: This TOU pertains only to IDX Search. Your use of REALTOR’s website is subject to terms and conditions maintained by REALTOR. Additionally, you may decide to use services offered by REALTOR, such as listing your home for sale with REALTOR, or buying a home where REALTOR acts as your real estate agent. Services provided by REALTOR require a separate agreement between you and REALTOR. Those transactions are not governed by this TOU.**

**1. License:** Subject to this TOU, MLSLI grants to you a limited, non-sublicensable, revocable license to access and use the IDX Search in accordance with this TOU for your personal use. You agree to use the IDX Search in an appropriate, lawful manner, and in accordance with this TOU and that you will not copy, reproduce, republish, distribute, decompile, frame or exploit in any way the IDX Search. This TOU is a non-exclusive license, and not a sale, assignment, or exclusive license. MLSLI retain all rights not expressly granted herein with respect to the IDX Search.

**2. Registered user account:** You may choose to become a registered user of this website to access certain features, which are only available to registered users, such as the ability to save searches and mark a property as a favorite. In order to become a registered user of this website you will need to provide us with certain information, including, but not limited to your first and last name, your phone number, and your email address (“Registered User Information”).

By registering on this website, you are agreeing that (a) you are at least 18 years old; (b) you will only use your registered user account in accordance with this TOU; (c) REALTOR may communicate with you via email, telephone, mailings, and text messages at the contact information that you provide, and REALTOR may review your searches and favorited properties; (d) MLSLI may communicate with you regarding your account; (e) you have the right and authority to agree to this TOU.

You are responsible for the security of your password, and for the activities that occur under your registered user account. You agree to timely notify us in the event of any security or data breach related to your account.

Registered User Information is processed and stored on MLSLI’s servers located in the United States. As such your Registered User Information may be transferred and stored outside of the country where you live. By accessing or using the IDX Search you consent to the processing, transferring, and storage of information in and to the United States.

You may at any time review or change the information in your account by logging in and changing your account information. You can terminate your registered user account at any time. You also have the ability to opt-out of any of REALTOR’s advertising email communication by closing your registered user account. Even if you deactivate your registered user account, MLSLI may keep a copy of your account information for our records in accordance with applicable laws.

**3. No warranties:** THE IDX SEARCH IS AVAILABLE "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, MLSLI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE HAS BEEN DISCLOSED) AND ANY WARRANTY THAT THE IDX SEARCH (1) WILL BE UNINTERRUPTED OR ERROR FREE OR (2) WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, COMPLETE, TIMELY, RELIABLE, OR NON-INFRINGEMENT. FURTHER, MLSLI DOES NOT

WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, SECURITY, OR RELIABILITY OF THE USE OF THE IDX SEARCH. MLSLI RESERVES THE RIGHT TO CORRECT ANY ERRORS IN THE IDX SEARCH. IF YOU RELY ON THE IDX SEARCH, YOU DO SO ENTIRELY AT YOUR OWN RISK.

**4. Limitation of liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL MLSLI (OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, REPRESENTATIVES AND AGENTS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR USE OF THE IDX SEARCH, INCLUDING ANY (1) ERRORS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES, (2) FAILURE TO STORE OR PRESERVE INFORMATION IN CONNECTION WITH YOUR REGISTERED USER ACCOUNT, OR (3) DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF YOUR USE OR MISUSE OF THE IDX SEARCH, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF MLSLI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

YOU RELEASE MLSLI (AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, REPRESENTATIVES AND AGENTS) FROM ANY CLAIM RELATING TO YOUR USE OF THE IDX SEARCH. YOU AGREE THAT THE LIABILITY OF MLSLI (AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, REPRESENTATIVES, AND AGENTS), IF ANY, ARISING OUT OF ANY LEGAL CLAIM ARISING FROM YOUR USE OF THE IDX SEARCH WILL NOT EXCEED \$1,000.00 IN THE AGGREGATE.

**5. Indemnification:** You agree to defend, indemnify and hold harmless MLSLI (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 the IDX Search, or (2) a violation of this TOU. MLSLI reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide MLSLI with whatever cooperation we reasonably request.

**6. Changes to functionality; termination:** MLSLI reserves the right to make changes to the IDX Search, or discontinue the IDX Search at any time for any reason without notice. You may stop using the IDX Search at any time. MLSLI reserves the right to terminate, limit, or suspend your access to IDX Search at any time for any reason with or without notice to you. Paragraphs 2, and 3 - 7, of this TOU (along with any other provision that by its terms contemplates survival) survive any termination of this TOU.

**7. General:** This TOU is the complete agreement between you and MLSLI regarding your use of the IDX Search. This TOU is governed by the laws of the State of New York and you agree to bring any claim or dispute relating to your use of the IDX Search or this TOU in the state or federal courts located in Suffolk County in the State of New York. If a court of competent jurisdiction determines that any provision of this TOU is unenforceable for any reason, then that provision will be deleted, and the remaining provisions will be enforceable to the fullest extent permitted by law. You agree that we may provide you with notices by e-mail, or through your registered account. MLSLI's or your failure to exercise or enforce a right in this TOU or otherwise available, shall not constitute a waiver of any rights.

**8. Questions:** For any questions or comments you may have about this TOU, please contact us at: [info@mlsli.com](mailto:info@mlsli.com) or at Multiple Listing Service of Long Island, Inc., 300 Sunrise Highway, West Babylon, NY 11704.

**9. Last update:** February 27, 2019. MLSLI has the sole discretion to update this TOU at any time with or without notice to you.