TERMS AND CONDITIONS OF USE OF THIS SITE

Last Revised: June 9, 2015

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By accessing or using this Site, User agrees to bound and governed by the following terms and conditions:

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(B) This License shall terminate immediately upon the first to occur of, (i) any noncompliance by User with any of the terms and conditions of these Terms of Use, as may be modified from time to time, effective immediately, with or without notice, upon such non-compliance, (ii) notice to User at any time, (iii) the decision of CLAW, in its sole discretion, for any reason, with or without notice, to revoke this License, whether as to User alone or as to a larger group or category of users, or (iv) User's delivery to CLAW of notice of termination of this License. Any notice provided for in this section, if required, shall be transmitted as provided in Section 25.

(C) While this License is in effect, User may access, read, and print publicly available articles, information, Frequently Asked Questions ("FAQs"), and other publicly available materials from this Site for User's personal, non-commercial use only.

(D) Except as expressly provided herein or required by law, User shall not perform, publish, display, reproduce, sell, license, sublicense, transfer, modify, distribute, transmit, use to create derivative works, or otherwise use or exploit any Content, for any purpose, except with the express prior written consent of CLAW.

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3. Further Agreements of User. User agrees not to:

(A) Attempt, directly or indirectly, to gain any unauthorized access to this Site or any Content, or any portions thereof, whether through password mining, hacking, or any other means, or to collect or obtain information about other Users, including e-mail addresses, or any personally identifiable information, in any manner.

(B) Upload any file, computer code, or software that contains any malicious program or code, including viruses, corrupted files, worms, Trojan horses, rootkits, keyloggers, dialers, spyware, adware, or other programs or software, or that may damage or interrupt this Site, any Content, any Linked Website, any user's use thereof, or the Websites, computers, software, or other property or materials of CLAW or others (collectively, "Malware").

(C) Use any robot, spider, scraper, or other automated means, in connection with the access or use of this Site or any Content, for any purpose, without CLAW's express prior written consent.

(D) Attempt to circumvent any technological measures or features of this Site that are intended to control or secure access to this Site, any Content, or any portion of it.

(E) Circumvent any robot exclusion headers contained on this Site.

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5. Security. Use of the Internet and any Website presents certain risks to the security of User, User's computer, data, and personal information. User is advised to exercise caution in providing any information, and in particular personally identifiable information,

which may expose User to possible physical, financial, or other risk, in connection with accessing this or any other Website.

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(B) Use this Site or any Content for a commercial purpose.

(C) Take any action that poses an unreasonable or disproportionate load on, or other risk to, this Site, any Content, any Linked Website, or any of CLAW's or any third party's infrastructure.

(D) Interfere with the functionality of this Site, any Content, or any activities conducted on this Site.

(E) Bypass this Site's robot exclusion headers or other measures this Site may use to prevent or restrict access to all or any portion of this Site.

The determination of the existence or occurrence of any circumstance, event, or action prohibited under these Terms and Conditions, or any other requirements set forth on this Site, shall be made by CLAW in its sole discretion.

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(A) CLAW shall retain the right to exercise exclusive administrative and operational control over this Site.

(B) CLAW has the right to grant or deny access to this Site, or any portions of it, to any person, in its sole discretion.

(C) User's shall not access or use this Site, or any portions thereof, except as expressly permitted by CLAW in its sole discretion.

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(A) The trademarks and service marks of CLAW, its affiliates, and other persons and entities appearing on this Site (the "Marks"), this Site, its Content, including without limitation the compilation of real estate listings, and the functionality, look, and feel of this Site, are proprietary, original works of authorship of CLAW, its affiliates, participants, subscribers, and/or their respective licensors.

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(C) User shall not contest or infringe any of such rights, directly or indirectly, at any time.

(D) User shall not use or place any Content of this Site on any other Website or networked computer environment, or for any purpose other than User's personal, non-commercial use, except with CLAW's advance written content or as permitted under these Terms of Use or elsewhere on this Site.

9. User's Representations and Warranties. User represents, warrants, and agrees that:

(A) All information that User provides at any time in order to access this Site, or while viewing, being present at, or otherwise using this Site, is true, accurate, and complete.

(B) User shall not use an identity or any login or security credentials of any person other than User.

(C) User shall not impersonate or falsely represent User's affiliation with any person or entity.

(D) User shall not access or attempt to access or use any password protected, secure, or non-public area of this Site, except an area to which User has specifically been granted access in compliance with these Terms of Use with the express prior written consent of CLAW.

(E) User shall not use or attempt to use this Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, including without limitation the posting or transmitting of any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material.

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(C) By posting a Submission, User represents and warrants that: (i) User has the legal right, and has obtained all necessary licenses and permissions required to post any Submission; (ii) the Submission will not violate any law or infringe on the rights of any third party, including without limitation any copyright, trademark, patent, privacy or publicity rights; (iii) User will not post any Submission that is defamatory, libelous, slanderous, sexually explicit, obscene, inappropriate, indecent, or profane, or that is posted with intent to harass, stalk, or threaten any person; (iv) User will not use any Submission or Forum in connection with surveys, contests, chain letters, junk e-mail, spamming, or illegal activities of any kind; (v) User will not impersonate or use login or identifying information of any other person, or any false information, in a Submission or Forum.

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(E) Submissions may not contain any advertisements or solicitations without CLAW's express prior written consent.

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Alternative Name(s) of Service Provider:	TheMLS.com; TheMLS™.
Address of Service Provider:	8350 Wilshire Blvd., Suite 100, Beverly Hills, CA 90211
DMCA Agent:	Gigi Merina
E-Mail of Designated Agent:	gmerina@corp.themls.com
Telephone Number of Designated Agent:	(310) 358-1100

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(B) to remove any Content placed on this Site, or any portion thereof, by User or User's agent, employee, or contractor (or to require User to remove such Content), where such Content (1) violates or fails to satisfy any applicable legal or regulatory requirement, these Terms of Use, CLAW's MLS Rules, any rule or policy of CLAW, or any term or condition of use contained elsewhere on this Site, all as may be amended from time to time, in CLAW's sole discretion, (2) any alleged or actual illegal use of this Site, or (3) any negligent act, error, or omission; (4) all by User or User's agent, employee, or contractor, or (5) which removal is required by any determination or decision of CLAW; all as determined by CLAW in its sole discretion.

(c) Upon notice of any suspension, termination, denial of access, or any such Content, transmitted as provided in Section 25, User shall immediately cease all access to or use of this Site or any such portion or functionality thereof as specified in such notice and/or remove such Content as specified in such notice, whichever is applicable.

22. Indemnification. User agrees to defend, indemnify, and hold harmless CLAW, its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors, and assigns, from all actions, liabilities, losses, claims, demands, damages, costs, and expenses, arising or resulting from User's: (a) use of this Site, or (b) violation of or failure to satisfy any applicable legal or regulatory requirement, or CLAW's MLS Rules, or these Terms of Use or any rule or policy of CLAW, or any term or condition of use contained elsewhere on this Site, all as may be amended from time to time, or which removal is required by any determination or decision of CLAW, or (c) violation of or failure to satisfy any applicable legal or regulatory requirement, or CLAW's MLS Rules, or any term or condition of these Terms of Use, or any other term or condition of use contained elsewhere on this Site, all as may be amended from time to time, or any alleged or actual illegal use of this Site, negligent act, error, or omission of User or User's agents or contractors.

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25. Notices. Except as otherwise provided in these Terms and Conditions, or elsewhere on the Site any notice or communication that is permitted or required under this Agreement shall be in writing (as specified in this section) and transmitted as follows:

(A) If from User to CLAW, by one of the following: (i) e-mail sent to _____@themls.com, which shall be deemed received 12 business hours after transmittal with confirmation of receipt; or (ii) letter sent by certified U.S. mail, or by Federal Express or similar overnight carrier, to: Combined L.A./Westside MLS, Inc.,

Attn: _____, 8350 Wilshire Blvd., Suite 100, Beverly Hills, California 90211, which shall be deemed received on the second business day after transmittal. All costs and charges of transmittal shall be paid by the party transmitting the notice.

(B) If from CLAW to User, by one of the following: (i) electronic message sent to User's current login if User has a current login at www.themls.com, which shall be deemed received 24 hours after transmittal by CLAW; or (ii) e-mail sent to User at User's current e-mail, if on file with CLAW as part of User's login; or (iii) posting at www.themls.com, which shall be deemed received 24 hours after such posting. All costs and charges of transmittal shall be paid by the party transmitting the notice.

(C) If any such deemed delivery time would expire on a day that is not a business day for title insurance companies in Los Angeles County, California, such deemed delivery time shall instead expire at the same time on the next day that is a business day for title insurance companies in Los Angeles County, California.

26. Miscellaneous.

(A) If any term or condition of these Terms of Use, or any other term or condition contained in this Site, shall for any reason be determined to be unlawful, void, or otherwise unenforceable in a particular circumstance, such determination shall have no effect on any other term or condition, or on the same term or condition as applied to a different circumstance, which shall remain in full force and effect.

(B) These Terms of Use supersede entirely any prior agreements or understandings between User and CLAW not expressly incorporated into these Terms of Use. In the event of any inconsistency between these Terms of Use and any future posted Terms of Use, the last posted Terms of Use shall control.

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